

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**

To: Company Name/Scheme

Timah Resources Limited

ACN/ARSN

69 123 981 537**1. Details of substantial holder (1)**

Name

Cash Nexus (M) Sdn. Bhd.

ACN/ARSN (if applicable)

The holder became a substantial holder on

          /          /          **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)
<u>Ordinary</u>	<u>9,500,000</u>	<u>9,500,000</u>	<u>11.84%</u>

**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
<u>Cash Nexus (M) Sdn. Bhd</u>	<u>Call Option</u>	<u>9,500,000 (Ordinary)</u>

**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

**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
		Cash	Non-cash	
<u>Cash Nexus (M) Sdn. Bhd</u>	<u>Option to be exercised</u>	<u>\$950,000</u>		<u>9,500,000 (Ordinary)</u>
	<u>within 1 year from</u>			

10 Oct 2014

**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
N/A	N/A

**7. Addresses**

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

Name	Address
Cash Nexus (M) Sdn Bhd.	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor, Malaysia

**Signature**

print name

DATO SERI MAH KING THIAN

capacity

CHAIRMAN

sign here

date

16 / 10 / 2014

**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, 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.

**DUPLICATE**

**DATED THE 10<sup>th</sup> DAY OF OCTOBER 2014**

**BETWEEN**

**TIMAH PASIR SDN. BHD.  
("Grantor")**

**AND**

**CASH NEXUS (M) SDN. BHD.  
("Option Holder")**

-----  
**CALL OPTION AGREEMENT**  
-----



## CALL OPTION AGREEMENT

This Call Option Agreement is dated the 10<sup>th</sup> day of October 2014, between:-

1. **TIMAH PASIR SDN. BHD. (Company No: 907831-X)**, a company incorporated in Malaysia and having its registered office at No. 158-0-2, Villa Flora, Taman Tun Dr Ismail, 60000 Kuala Lumpur (**"the Grantor"**) of the one part; and
2. **CASH NEXUS (M) SDN. BHD. (Company No. 860411-U)**, a company incorporated and existing in Malaysia with its registered office at 802, 8<sup>th</sup> Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor, Malaysia (**"the Option Holder"**) of the other part.

### **RECITALS:**

- A. The Grantor is the registered owner of **Twenty Million (20,000,000)** ordinary shares (collectively **"Timah Shares"** or individually **"Timah Share"**) in **Timah Resources Limited (ABN 69123981537)**, a company incorporated in Australia with its registered office at Level 25, St Martins Tower, 31 Market Street, Sydney NSW 2000, Australia (**"Timah"**). Timah is a company incorporated on 16 February 2007 and is listed on the National Stock Exchange of Australia (**"NSX"**) since 18 March 2008.
- B. In consideration of **Ringgit Malaysia Ten (RM10/-)** only now paid by the Option Holder to the Grantor (the receipt of which is hereby acknowledged by the Grantor), the Grantor now agrees to grant to the Option Holder the right to require the Grantor to sell 9,500,000 Timah Shares (**"Option Shares"** and each, an **"Option Share"**) of the total Timah Shares owned by the Grantor, at the price **not exceeding AUD0.10** only per Option Share to the Option Holder (**"the Call Option"**) within one (1) year from the date of this agreement (**"Agreement"**), in accordance with the terms and subject to the conditions set out in this Agreement.
- C. For the avoidance of doubt, in addition to the stipulated timeframe in Recital B above, the Option Shares shall be shares of Timah prior to the consolidation as enunciated in the SSA (as herein defined).

### **THE PARTIES HERETO HEREBY AGREED AS FOLLOWS:-**

#### **Clause 1 Interpretation, Definitions & Construction**

- 1.1. **Definitions:** For the purposes of this Agreement the following words and phrases shall, where they appear in capital letters, have the following meaning:-

**AUD** means Australian Dollar, the legal tender for the Commonwealth of Australia

**the Grantor** means **TIMAH PASIR SDN. BHD. (Company No: 907831-X)**, a company incorporated in Malaysia and having its registered office at at No. 158-0-2, Villa Flora, Taman Tun Dr Ismail, 60000 Kuala Lumpur including its successor in title, permitted assigns, heirs, estate and administrator;

<b>Call Option</b>	means the rights granted pursuant to the provisions of sub-clauses 2.1;
<b>Completion Date</b>	means the seventh (7 <sup>th</sup> ) day falling after the giving of a notice under the provisions of Clauses 2.2 and 2.3 hereof;
<b>Option Period</b>	means the whole period of one (1) year from the date of the Agreement and Option Shares shall be shares of Timah prior to the consolidation as enunciated in the SSA;
<b>Option Holder</b>	means <b>Cash Nexus (M) Sdn. Bhd. (Company No. 860411-U)</b> , a company incorporated and existing in Malaysia with its registered office at 802, 8 <sup>th</sup> Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor, Malaysia and including its successor in title and permitted assigns;
<b>Option Share(s)</b>	means the shares in Timah as set out in <b>Recital A</b> hereof, and reference to " <b>Option Share</b> " shall mean any one of them;
<b>Price</b>	means the total price payable for the Option Shares referred to in Clauses 2.1 hereof;
<b>RM and sen</b>	means Ringgit Malaysia and sen respectively, being the legal tender of Malaysia;
<b>SSA</b>	means the share sale agreement dated 10 October 2014 entered between the Option Holder and Timah;
<b>Timah</b>	means <b>Timah Resources Limited (ABN 69123981537)</b> , a company incorporated in Australia with its registered office at Level 25, St Martins Tower, 31 Market Street, Sydney NSW 2000, Australia and including its successor in title and assigns.

**1.2. Interpretations:** In this Agreement, unless there is something, in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-

- 1.2.1 words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
- 1.2.2 words denoting persons include corporations, and vice versa, and also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be,
- 1.2.3 words and phrases, definitions of which are given in the Companies Act 1965, shall be construed as having the meaning thereby attributed to them, but excluding any statutory modification thereof not in force at the date of this Agreement;
- 1.2.4 where a word or phrase is given a defined meaning in this Agreement any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- 1.2.5 where a word or phrase indicates an exception to any of the provisions of this Agreement, and a wider construction is possible, such word or phrase is not to be

construed ejusdem generis with any Foregoing words or phrases and where a word or phrase serves only to illustrate or emphasis any of the provisions of this Agreement such word or phrase is not to be construed, or to take effect, as limiting the generality of such provision;

- 1.2.6. any reference to a recital, sub-paragraph, paragraph, sub-clause, clause or party is to the relevant recital, sub-paragraph, paragraph, sub-clause, clause or party of, or to, this Agreement and any reference to this Agreement or any of the provisions hereof includes all amendments and modifications made to this Agreement from time to time in force;
  - 1.2.7. any reference to a statutory provision includes any modification, consolidation or reenactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto;
  - 1.2.8. any reference to “writing”, or cognate expressions, includes any communication effected by telex, cable, facsimile transmission or other comparable means;
  - 1.2.9. any reference to a “business day” is to a day (not being a Saturday or Sunday) on which banks, licensed to carry on banking business are open for business in Kuala Lumpur, Malaysia and New South Wales, Australia; and any reference to a “day”, “week”, “month” or “year” is to that day, week, month or year in accordance with the Gregorian calendar; and
  - 1.2.10. if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day, which is not a business day, then that period is to be deemed to only expire on the next business day.
- 1.3. **Recitals:** The Recitals to this Agreement shall have effect and be construed as an integral part of this Agreement, but in the event of any conflict or discrepancy between any of the provisions of this Agreement such conflict or discrepancy shall, for the purposes of the interpretation and enforcement of this Agreement, be resolved by giving the provisions contained in the clauses of this Agreement priority and precedence over the provisions contained in the Recitals to this Agreement.
- 1.4. **Tables, Headings:** The table of contents, headings and sub-heading, in this Agreement are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provision herein contained.

## **Clause 2      Call Option**

- 2.1. In consideration of **Ringgit Malaysia Ten (RM10/-)** now paid by the Option Holder to the Grantor (the receipt of which the Grantor now acknowledges receipt of), the Grantor hereby grants to the Option Holder the right, exercisable in accordance with the provisions contained in this Clause 2 hereof, to require the Grantor to sell the Option Shares to the Option Holder (“the Call Option”), at the maximum aggregate price of **Australian Dollar Nine Hundred and Fifty Thousand (AUD950,000/-)** (“Consideration”).
- 2.2. The Call Option shall be exercisable from time to time and at any time, during the Option Period, by the Option Holder serving a notice on the Grantor that the Option Holder (“Notice”), is exercising the Call Option, provided that if the Call Option is not wholly exercised at any time the Option Holder shall remain entitled to exercise the remaining balance interest by serving a notice as aforesaid.

- 2.3. The Grantor shall complete the sale of the Option Shares in accordance with the provisions of this Agreement within seven (7) days after the giving of a notice under the provisions of Clause 2.2 hereof ("**the Completion Date**").

### **Clause 3 Completion**

- 3.1. In the event that the Call Option is exercised, the purchase of the Option Shares shall take place not later than 5.00p.m. on the date the payment is made in accordance with Clause 2.1 (or proportionate in such units purchased through the system).

### **Clause 4 Costs**

- 4.1. Each party shall bear its own solicitors' costs of, and incidental to, the preparation of this Agreement.
- 4.2. The Option Holder shall be responsible for and shall pay all stamp duty and registration fees payable on this Agreement and on the transfer and registration of the Option Shares, together with any penalty payable in connection thereto.

### **Clause 5 Communications**

- 5.1. **Notices:** Any notice or other communication to be given under or in respect of this Agreement shall be in writing and may be delivered, given or sent to the addresses stipulated in Clause 5.2, by:-
- 5.1.1. hand; or
- 5.1.2. registered post, courier, first class post or express or air mail or other fast postal service; or
- 5.1.3. telex, facsimile transmission or other instantaneous electronic media.
- 5.2. **Address:** Any notice or other communication to be given under or in respect of this Agreement shall be delivered, given or sent to the addressee at the address or telex or facsimile transmission number, and marked for the attention of the person or officer, of the addressee (or at such other address or telex or facsimile transmission number or person or officer as the addressee may give notice of to the other party from time to time) as set out below:-

**For the Grantor:-**

158-0-2, Villa Flora,  
Taman Tun Dr Ismail,  
60000 Kuala Lumpur  
**Telephone: 03-80617332**  
**Fax: 03-80617845**  
**Attention to: Ms. Choo Sook Har / Ms. Chin Su Pein**

**For the Option Holder:-**

802, 8<sup>th</sup> Floor, Block C,  
Kelana Square,  
17, Jalan SS7/26,

47301 Petaling Jaya,  
Selangor Darul Ehsan  
Malaysia.

**Telephone: 03-7803 1126**

**Fax: 03-7803 1387**

**Attention to: Dato Seri Mah King Thian / Mr. Eric Wong**

- 5.3. **Language:** Any notices and communications to be given under or in respect of this Agreement shall be in the English language or, if in any other language, accompanied by a translation thereof in the English language, certified to be a true and correct translation of the original.
- 5.4. **Time of service:** Any notices and communications to be given under or in respect of this Agreement shall be deemed to have been duly served upon and received by the addressee:-
- 5.4.1. if delivered by hand prior to 5.00 p.m. on a business day, at the time of delivery or, if delivered by hand at any other time, at 9.00 am. on the next business day following the date of such delivery;
- 5.4.2. if sent by registered post, courier, first class post or express or air mail or other first postal service, within seven (7) days of despatch; and
- 5.4.3. if transmitted by way of telex or facsimile transmission or other instantaneous electronic media prior to 5.00 p.m. on a business day, at the time of transmission, or if transmitted by way of telex or facsimile transmission or other instantaneous electronic media at any other time, at 9.00 a.m. on the next business day following the date of such transmission.
- 5.5. **Proof of service:** In proving the giving of a notice or any other document under or in respect of this Agreement it shall be sufficient to show:-
- 5.5.1. in the case of registered post, courier, first class post or express or air mail or other fast postal service, that the notice or other document was contained in an envelope which was duly addressed and posted; or
- 5.5.2. in the case of facsimile transmission or telex or other instantaneous electronic media, that the notice or other document was duly transmitted from the despatching terminal as evidenced by a transmission report generated by the despatching terminal.

## **Clause 6 Nature of Agreement**

### **6.1. Entire Agreement: This Agreement:-**

- 6.1.1. constitutes the entire agreement and understanding between the parties with respect to the matters dealt with in this Agreement
- 6.1.2. supersedes any other agreement, letters, correspondence (oral or written or expressed or implied) entered into prior to this Agreement in respect of the matters dealt with in this Agreement; and
- 6.1.3. was not entered into by the parties in reliance of any agreement, understanding, warranty or representation of any party not expressly contained or referred to in this Agreement.

- 6.2. **Execution:** The execution of this Agreement by or on behalf of a party shall constitute an authority to the solicitors acting for that party in connection with this Agreement to deliver and date it on behalf of that party.
- 6.3. **Effective Date:** This Agreement shall take effect from the date first hereinabove entered, irrespective of the diverse dates upon which the respective parties may have executed this Agreement.
- 6.4. **Counterparts:** This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original, but such counterparts or duplicates shall together constitute but one and the same agreement.
- 6.5. **Amendments & additions:** No amendment, variation, revocation, cancellation, substitution or waiver of, or addition or supplement to, of any of the provisions of this Agreement shall be effective unless it is in writing and signed by both parties.
- 6.6. **Successors & assigns:** This Agreement shall be binding upon and inure for the benefit of the respective permitted assigns and successors-in-title of the parties.
- 6.7. **Assignment:** The parties shall not assign or transfer all or any part of their respective rights under this Agreement or delegate their performance under this Agreement without the prior written approval of the other party, and any assignment, transfer or delegation which is made without such prior written approval shall constitute a breach of this Agreement.
- 6.8. **Invalidity & Severability:** If any provision of this Agreement is or may become under any written law, or is found by any court or administrative body or competent jurisdiction to be, illegal, void, invalid, prohibited or unenforceable then:-
- 6.8.1. such provision shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;
- 6.8.2. the remaining provisions of this Agreement shall remain in full force and effect; and
- 6.8.3. the parties shall use their respective best endeavours to negotiate and agree a substitute provision which is valid and enforceable and achieves to the greatest extent possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable term, condition, stipulation, provision, covenant or undertaking.
- 6.9. **Knowledge & Acquiescence:** Knowledge or acquiescence by any party of, or in, any breach of any of the provisions of this Agreement shall not operate as, or be deemed to be, a waiver of such provisions and, notwithstanding such knowledge or acquiescence, such party shall remain entitled to exercise its rights and remedies under this Agreement, and at law, and to require strict performance of all of the provisions of this Agreement.
- 6.10. **Rights & Remedies:** The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any rights or remedies of the parties provided at law, and no failure or delay in the exercise or the partial exercise of any such right or remedy or the exercise of any other right or remedy shall affect or impair any such right or remedy.
- 6.11. **Law & Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the laws of Malaysia and the parties:-
- 6.11.1. irrevocably submit to the non-exclusive jurisdictions of the Courts of Malaysia;

- 6.11.2. waive any objection on the grounds of venue or forum of convenience or any similar grounds; and
- 6.11.3. consent to service of legal process in respect of arising out of this Agreement by forwarding a copy of such legal process by prepaid registered post to their last known address or in any other manner permitted by the relevant law.
- 6.12. **No Partnership:** The provisions of this Agreement shall not be construed or taken to constitute:-
- 6.12.1. a partnership between the parties; or
- 6.12.2. either party to be the agent of the other party; or
- 6.12.3. an authority to either party to represent or bind or pledge the credit of the other party in anyway.
- 6.13. **Confidentiality:** The parties shall at all times use their best endeavours to keep confidential and to procure that its respective employees and agents shall keep confidential the contents of this Agreement and any other confidential information which they may acquire in relation or pursuant to any of the provisions of this Agreement and shall not use or disclose any such information except with the consent of the other party or in accordance with the provisions of law or an order of a court of competent jurisdiction.
- 6.14. **Time of the essence:** Time wherever mentioned shall be of the essence of this Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may be agreed in writing between the parties be substituted for them.

---

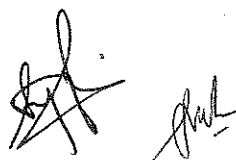
THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective authorised representatives on the date first above written.

**THE GRANTOR**

THE COMMON SEAL OF  
**TIMAH PASIR SDN. BHD.**  
is affixed in the presence of:-

)  
)  
)



**THE OPTION HOLDER**

THE COMMON SEAL OF  
**CASH NEXUS (M) SDN. BHD.**  
is affixed in the presence of:-

)  
)  
)

