

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

## Notice of initial substantial holder

To Company Name/Scheme Nusantara Resources Limited

ACN/ARSN 150 791 290

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

Name PT Indika Energy Tbk and each of its controlled entities listed in Annexure A (Controlled Entities).

ACN/ARSN (if applicable) \_\_\_\_\_

13 December 2018

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) |
|-------------------------|----------------------|--------------------|------------------|
| Ordinary Shares         | 30,607,162           | 30,607,162         | 19.9%            |

### 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                            |
|--|---|---|
| PT Indika Mineral Investindo                             | Has a relevant interest in the securities under section 608(1) because they are the registered holder of the securities as per Subscription Agreement attached as Annexure B. | 30,607,162 ordinary shares in Nusantara Resources Limited |
| PT Indika Energy Tbk and each of its Controlled Entities | Have a relevant interest in the same securities pursuant to section 608(3) of the Corporations Act.   | 30,607,162 ordinary shares in Nusantara Resources Limited |

### 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                            |
|---|---------------------------------|--|---|
| PT Indika Energy Tbk and each of its controlled entities. | PT Indika Mineral Investindo    | PT Indika Mineral Investindo                   | 30,607,162 ordinary shares in Nusantara Resources Limited |

### 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 |   |
| PT Indika Energy Tbk and each of its controlled entities. | 12 December 2018    | A\$7,039,648      | N/A      | 30,607,162 ordinary shares in Nusantara Resources Limited |

**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  |
|-----------------------------------|--|
| Controlled Entities               | Each of the Controlled Entities is a related body corporate of and is controlled by PT Indika Energy Tbk and therefore are associates of PT Indika Energy Tbk under section 12(2). |


**7. Addresses**

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

| Name                 | Address   |
|----------------------|---|
| PT Indika Energy Tbk | Graha Mitra, 11th Floor, Jl. Jend Gatot Subroto Kav. 21, Jakarta 12930, Indonesia |

**Signature**

print name **AZIS ARMAND** capacity **DIRECTOR**

sign here  date \_\_\_\_\_

**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.



# PT Indika Energy Tbk.

## Annexure A

This is annexure A of 1 page (including this page) referred to in form 603 (notice of initial substantial holder).

Signature:



Name & Capacity: Azis Armand (Director)

Date: 12 December 2018

### Details of present registered holders:

| Controlled Entities                                  | Nature of Association  |
|--|--|
| PT Indika Mineral Investindo                         | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| PT Indika Indonesia Resources                        | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| PT Indika Inti Corpindo                              | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| PT Tripatra Multi Energi                             | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| PT Petrosea Tbk.                                     | A direct owned subsidiary of PT Indika Energy Tbk            |
| PT Indika Energy Infrastructure                      | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| PT Indika Infrastruktur Investindo                   | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| Indika Power Investments Pte. Ltd.                   | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| PT Indy Properti Indonesia                           | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| PT Indika Digital Teknologi                          | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| PT Mitra Energi Agung                                | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Multi Tambangjaya Utama                           | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| Indika Capital Investments Pte. Ltd.                 | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| Indika Energy Trading Pte. Ltd.                      | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Indika Energy Trading                             | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| Indika Capital Pte. Ltd.                             | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| Indika Capital Resources Limited                     | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Intan Resource Indonesia                          | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Kideco Jaya Agung                                 | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Citra Indah Prima (in liquidation process)        | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Sindo Resources (in liquidation process)          | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Melawi Rimba Minerals (in liquidation process)    | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Indika Multi Daya Energi (in liquidation process) | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Tripatra Engineers & Constructors                 | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Tripatra Engineering                              | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| Tripatra (Singapore) Pte. Ltd.                       | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| Tripatra Investments Limited                         | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Petrosea Kalimantan                               | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT POSB Reksabumi Indonesia                          | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Karya Bhumi Lestari                               | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Petrosea Rekayasa dan Konstruksi Indonesia        | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Pusat Sarana Baruna                               | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT POSB Infrastructure Indonesia                     | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Mahaka Industri Perdana                           | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Kuala Pelabuhan Indonesia                         | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Interport Mandiri Utama                           | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |

| Controlled Entities                                  | Nature of Association  |
|--|--|
| PT Indika Logistic & Support Services                | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Indika Multi Niaga                                | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Mitra Baruna Nusantara                            | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Kariangau Gapura Terminal Energi                  | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Interport Mandiri Abadi                           | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Indika Multi Energi Internasional                 | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Mitrabahtera Segara Sejati Tbk.                   | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| Mitrabahtera Segara Sejati Pte. Ltd.                 | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Transship Teknik Solusi                           | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT LPG Distribusi Indonesia (in liquidation process) | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| Indo Energy Finance II B.V.                          | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| Indo Energy Capital II B.V.                          | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| Indika Energy Capital Pte. Ltd.                      | A direct wholly owned subsidiary of PT Indika Energy Tbk     |
| Indika Energy Capital II Pte. Ltd.                   | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| Indika Energy Capital III Pte. Ltd.                  | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Zebra Cross Teknologi                             | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |
| PT Xapiens Teknologi Indonesia                       | An indirect wholly owned subsidiary of PT Indika Energy Tbk. |



## Annexure B

This is annexure B of 5 page (including this page) referred to in form 603 (notice of initial substantial holder).

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Azis Armand', written over a horizontal line.

Name & Capacity: Azis Armand (Director)

Date: 12 December 2018

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**December 2018**

Nusantara Resources Limited  
ACN 150 791 290  
**(Company)**

and

PT Indika Energy Tbk.  
**(Subscriber)**

**Subscription Agreement**

THIS AGREEMENT is dated the 12th day of December 2018

Between:

**NUSANTARA RESOURCES LIMITED** (ACN 150 791 290), a company incorporated in Australia and of ground floor 20 Kings Park Road, West Perth, Western Australia 6005 (**Company**);

and

**PT INDIKA ENERGY TBK.** a limited liability company incorporated in the Republic of Indonesia and of Graha Mitra, 11th Floor, Jl. Jend. Gatot Subroto Kav. 21, Jakarta 12930, Indonesia (**Subscriber**).

**Recitals:**

- A. The Subscriber (or its nominee PT Indika Mineral Investindo) has agreed to subscribe for the Subscription Shares and the Subscription Options.
- B. The Parties have agreed to enter into this Agreement to record the terms of the Subscription.

**IT IS AGREED as follows:**

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## 1. Definitions and interpretation

### 1.1 Definitions

In this Agreement (including the Recitals) the following terms shall bear the following meanings unless the context otherwise requires:

**Agreement** means the agreement constituted by this document and includes the Recitals and all Schedules and Annexures (as relevant).

**Application Form** means the share application form set out in Schedule 1.

**ASIC** means Australian Securities and Investments Commission.

**ASX** means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, as the context requires.

**ASX Listing Rules** means the listing rules of the ASX as amended from time to time.

**ASX Settlement Operating Rules** means the operating rules of ASX Settlement Pty Ltd in its capacity as a clearing and settlement facility licensee.

**Awak Mas Gold Project** means a gold project in Sulawesi owned by Masmino.

**AustralianSuper Options** means 5,595,448 listed options to acquire Shares on the terms set out in Schedule 2.

**AustralianSuper Shares** means 11,190,895 Shares.

**AustralianSuper Subscription** means the subscription by AustralianSuper Pty Ltd (ACN 006 457 987) for the AustralianSuper Shares at \$0.23 per Share and the AustralianSuper Options to be completed at the same time as T2 Completion.



**Board** means the board of directors of the Company.

**Business Day** means any day which is other than a Saturday, Sunday, public holiday or on which banks are not open for business generally in Perth, Western Australia or Jakarta, Indonesia.

**Completion** means completion of the issue of the Subscription Shares, in two stages being firstly the T1 Shares and secondly the T2 Shares and Subscription Options, by the Company to the Subscriber in accordance with this Agreement (as relevant).

**Control** has the meaning given in section 50AA of the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth) as it may be amended from time to time and all regulations made under that Act.

**CoW** means *Kontrak Karya* or Contract of Work dated 19 February 1998 as amended by the Amendment on Contract of Work dated 14 March 2018 between the Government of the Republic of Indonesia and Masminco.

**Disclosure Materials** means all information set out in or referred to in any document or written correspondence that was provided by the Company or its Representatives to the Subscriber or its Representatives or announced by the Company to the ASX, in each case at any time before the date of execution of this Agreement.

**Equity Proportion** in relation to the Subscriber and the Nominee, means a fraction (expressed as a percentage) the numerator of which is the total number of Shares held by the Subscriber and the Nominee, and the denominator of which is the total number of Shares then on issue.

**Event of Insolvency** means:

- (a) a receiver, receiver and manager, liquidator, provisional liquidator, administrator or trustee is appointed in respect of that company or any of its assets or anyone else is appointed who (whether or not as agent for that company) is in possession, or has control, of any of that company's assets for the purpose of enforcing a charge;
- (b) an event occurs that gives any person the right to seek an appointment referred to in paragraph (a);
- (c) an application is made to court or a resolution is passed or an order is made for the winding up or dissolution of that company or an event occurs that would give any person the right to make such an application;
- (d) that company proposes or takes any steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them;
- (e) the company stops paying its debts when they become due or is declared or taken under any applicable law to be insolvent or the board of directors of that company resolves that it is, or is likely to become at some future time, insolvent;
- (f) any person in whose favour that company has granted any encumbrance becomes entitled to enforce any security under that encumbrance; or

- (g) any event under any law which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (f).

**Excluded Information** means information which would be required to be disclosed as "excluded information" under section 708A(6)(e) of the Corporations Act.

**Exercise Notice** means a notice of exercise of any Subscription Options issued by the Subscriber or the Nominee (or any associate of either of them).

**Group Companies** means the Company and its subsidiaries and **Group Company** means any one of them.

**Indemnified Losses** means, in relation to any fact, matter or circumstances, all losses, costs, damages, expenses and other liabilities arising out of or in connection with that fact, matter or circumstance including all legal and other professional expenses on an indemnity basis incurred in connection with investigating, disputing, defending or settling any claim, action, demand or proceeding relating to that fact, matter or circumstance (including any claim, action, demand or proceeding based on the terms of this Agreement).

**Independent Technical Expert** means the independent technical expert appointed by the Company by unanimous approval of the Board to assist with the completion of the Updated Feasibility Study.

**Masmindo** means PT Masmindo Dwi Area, a limited liability company incorporated in the Republic of Indonesia and of Eighty Eight @Kasablanka Office Tower, Level 10, Unit E, Jln. Casablanca Kav. 88, Kel. Menteng Dalam, Kec. Tebet, Jakarta Selatan 12870.

**Masmindo Transaction** means a transaction or arrangement pursuant to which a third party or the Subscriber (or its Nominee) will, if the proposed transaction or arrangement is entered into or completed substantially in accordance with its terms, directly or indirectly acquire or subscribe for, have a right to acquire or otherwise acquire or subscribe for:

- (a) any of the issued share capital of Masmindo (other than to comply with any divestment obligations under the CoW) or any entity which Controls Masmindo (but excluding the Company);
- (b) any of the assets or business of Masmindo, whether in one or a series of transactions; or
- (c) otherwise directly or indirectly acquire Control of Masmindo or any of its assets or its business (other than by acquiring Control of the Company),

but for the avoidance of doubt, excludes any transaction or proposed transaction that does or could represent a change of control transaction for the Company, including without limitation any future issues of securities by the Company, any takeover offer for the Company, any acquisition transaction or merger by way of scheme of arrangement (whether in the Company or some third party), or other similar transaction that could result in a change in voting or management control of the Company.

**Meeting Documentation** has the meaning given in clause 4.3(a).

**Mining Area** means the mining area as stipulated on the CoW.



**Nominee** means PT Indika Mineral Investindo.

**Options Meeting Documentation** has the meaning given in clause 8.2(a).

**Party** means a party to this Agreement and **Parties** has a corresponding meaning.

**Public Holiday** means a day on which banks are not open for business in Western Australia or Jakarta, Indonesia.

**Related Body Corporate** has the meaning given to that term in section 50 of the Corporations Act.

**Regulatory Authority** means:

- (a) any government or local authority and any department, minister or agency of any government; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange.

**Relationship Deed** means the document of that title to be entered into by the Parties on or about the date of this Agreement.

**Representatives** means, in relation to a party, all officers, employees, professional advisers, agents and attorneys of the Party or of its Related Bodies Corporate.

**Share** means a fully paid ordinary share in the capital of the Company.

**Shareholder** means a holder of Shares.

**Subscription** means the subscription by the Subscriber for the Subscription Shares and the Subscription Options under this Agreement.

**Subscription Options** means 16,693,711 transferable options (subject to any restrictions under section 707 of the Corporations Act), each to acquire a Share on the terms set out in Schedule 2.

**Subscription Shares** means the T1 Shares and the T2 Shares.

**T1 Amount** means \$0.23 multiplied by the number of T1 Shares.

**T1 Completion** means completion of the issue of the T1 Shares, and fulfilment of the obligations of the Company pursuant to clause 3.4 of this Agreement, by the Company to the Subscriber in accordance with this Agreement.

**T1 Shares** means 30,607,162 Shares.

**T1 Subscription Date** means the date which is 1 Business Day after the condition in clause 3.1 has been satisfied or such other date as the Parties agreement writing.

**T2 Amount** means \$0.23 multiplied by the number of T2 Shares.

**T2 Completion** means completion of the issue of the T2 Shares by the Company and the grant of the Subscription Options to the Subscriber in accordance with this Agreement.



**T2 Shares** means 2,780,260 Shares.

**T2 Subscription Date** has the meaning given to that term in clause 5.1.

**Waiver** means a waiver granted by ASX to the Company from the application of Listing Rule 6.18 to enable rights to conferred on the Subscriber in clause 7.2 without contravening the ASX Listing Rules.

**WST** means Western Standard Time, as observed in Perth, Western Australia.

**Work Program and Budget** means the work program and budget for the Awak Mas Gold Project for year ended 31 December 2019.

**Updated Feasibility Study** means an update of the recently completed Definitive Feasibility Study of the technical, commercial and economic viability of the Awak Mas Gold Project, such that the additional work completed and the existing Definitive Feasibility Study, taken as a whole, are of a standard suitable to be submitted to a reputable financial institution as the basis for determining whether to lend funds to Masmino for the development and operation of the Awak Mas Gold Project and:

- (a) includes:
  - (i) all available exploration, geological, engineering and other relevant data;
  - (ii) capital and operating cost estimates, including operating levels, environmental costs, shutdown and rehabilitation costs, capital expenditure;
  - (iii) proposed methods of development, mining and treatment; and
  - (iv) a schedule of relevant authorisations required to be obtained before mining may commence,

in sufficient detail to enable a decision to be made to commence and seek finance for mining operations; and
- (b) outlines options for optimum development and mining, to be identified in reasonable detail including an economic evaluation of the proposed development, mining and treatment and the marketing and sale of the minerals, including comparative analysis of the effect of various assumptions and taxation.

## 1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, two or more Parties binds or benefits all of them jointly and each of them severally;

- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified, supplemented or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender and words indicating a person include a body corporate and vice versa;
- (h) reference to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) the word 'day' where used herein refers to a calendar day whether or not it is a Saturday, Sunday or a Public Holiday provided that any act, matter or thing required herein to be done on a Saturday, Sunday or Public Holiday may be done on the next Business Day; and
- (k) a reference to \$ or dollar is to Australian currency unless the context otherwise requires.

### **1.3 Knowledge and awareness of the Company**

A reference in this agreement to the Company's awareness or knowledge (in any grammatical form) will be taken to include all matters, facts and circumstances of which the Company or any officer or senior executive of the Company is actually aware of or should reasonably have been aware had such persons made due and proper enquiries.

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## **2. Subscription and issue**

The Subscriber (or its Nominee) has agreed to subscribe for, and the Company has agreed to issue the Subscriber (or its Nominee), the Subscription Shares and the Subscription Options on the terms and conditions set out in this Agreement.

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### **3. Completion of the subscription of the T1 Shares**

#### **3.1 Condition to T1 Completion**

The obligations of the Parties in this clause 3 are subject and conditional upon the Company executing a subscription agreement with AustralianSuper for the AustralianSuper Subscription (which is be conditional upon the Company's Shareholders approving the issue of the AustralianSuper Shares and the AustralianSuper Options under the ASX Listing Rules).

#### **3.2 Time and place of Completion**

T1 Completion must take place at 10.00am (WST) (or such other time the Parties may agree) on the T1 Subscription Date.

#### **3.3 Subscriber obligations**

On the T1 Subscription Date, the Subscriber (or its Nominee) must:

- (a) pay the Company the T1 Amount by transferring the T1 Amount in cleared funds (to be received on the same day) to the Company's nominated bank account by bank to bank transfer in Australian Dollars; and
- (b) deliver to the Company the signed Application Form for the T1 Shares.

#### **3.4 Company obligations**

Once the Company receives the T1 Amount, the Company must immediately:

- (a) allot and issue the T1 Shares to the Subscriber (or its Nominee);
- (b) cause a resolution of the Board to be duly passed at which the Subscriber's nominee to the Board is appointed as a director of the Company with effect from Completion (subject to such nominee first providing a signed consent to act as a director of the Company);
- (c) procure to cause a resolution of the general meeting of shareholders or circular resolution of Masmino to be duly passed at which the Subscriber's nominee to the board of commissioners is appointed as a commissioner of Masmino with effect from the date of approval by the relevant Indonesian government authority (subject to such nominee first providing a signed consent to act as a commissioner of Masmino);
- (d) take and procure that all other steps required under prevailing laws and regulations to effect the appointment of the Subscriber's nominee to the board of commissioners of Masmino are taken;
- (e) record the Subscriber (or its Nominee) as the holder of the T1 Shares in its register of members;
- (f) direct the Company's share registry to send a holding statement in respect of the T1 Shares to the Subscriber (or its Nominee);
- (g) take all other steps required under its constitution, the ASX Settlement Operating Rules and the Corporations Act to constitute and evidence the



Subscriber (or its Nominee) as the holder of the T1 Shares (including by lodging an Appendix 3B with ASX); and

- (h) apply to ASX for official quotation of the T1 Shares.

### 3.5 Interdependency

The obligations of the Company under clause 3.4 and the obligations of the Subscriber under clause 3.3 are interdependent and are to be carried out contemporaneously and, as nearly as possible, simultaneously.

### 3.6 Cleansing notice

Within 5 business days of the issue of the T1 Shares the Company will:

- (a) issue a 'cleansing notice' to the ASX in accordance with section 708A(5)(e) and 708A(6) of the Corporations Act; or
- (b) if the Company is unable to comply with each of the conditions required to issue a 'cleansing notice', lodge a prospectus with ASIC.

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## 4. Condition precedent to T2 Completion

### 4.1 Conditions precedent

The obligations of the Parties under clause 4 are subject to and conditional upon:

- (a) Shareholders approving, in general meeting, the issue of the T2 Shares, the Subscription Options, the AustralianSuper Shares and the AustralianSuper Options under Listing Rule 7.1; and
- (b) there having been no material breach of any warranties provided by the Company under this Agreement at or before T2 Completion,

(together the **T2 Conditions**).

### 4.2 Best endeavours

Each Party must:

- (a) use its best endeavours and cooperate with the other Party to procure satisfaction of the T2 Conditions; and
- (b) keep one another informed of any circumstances which might result in the T2 Conditions not being satisfied in accordance with its terms and the satisfaction of each T2 Condition.

### 4.3 Shareholder meeting

Without limiting clause 4.2:

- (a) as soon as practicable after the date of this Agreement, the Company must at its own cost prepare and despatch to Shareholders a notice of meeting and explanatory memorandum (**Meeting Documentation**) for the purpose of pursuing satisfaction of the T2 Condition in clause 4.1(a);

- (b) in the Meeting Documentation the Directors must (to the extent they are entitled, including having regard (acting reasonably) to their fiduciary and other duties as directors, to provide a recommendation) unanimously recommend to Shareholders the approval of the issue of the T2 Shares, the Subscription Options, the AustralianSuper Shares and the AustralianSuper Options and must not withdraw that recommendation; and
- (c) the Company must give the Subscriber a reasonable opportunity to review and comment on an advanced draft of the Meeting Documentation and must consult in good faith with the Subscriber in relation to any comments the Subscriber may have on those documents, provided that all information relating solely to the Subscriber included in the Meeting Documentation must be in a form satisfactory to the Subscriber.

#### **4.4 Waiver**

- (a) The T2 Condition in clause 4.1(a) cannot be waived.
- (b) The Subscriber has the sole benefit of the T2 Condition in clause 4.1(b) and may waive such T2 Condition.

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### **5. Completion of the subscription of the T2 Shares and Subscription Options**

#### **5.1 Time and place of Completion**

T2 Completion must take place at 10.00am (WST) (or such other time the Parties may agree) on the date that is 3 Business Days after satisfaction of the T2 Condition in clause 4.1(a) or such other time and date as agreed by the Parties (**T2 Subscription Date**).

#### **5.2 Subscriber obligations**

On the T2 Subscription Date, the Subscriber (or its nominee) must:

- (a) pay the Company the T2 Amount by transferring the T2 Amount in cleared funds (to be received on the same day) to the Company's nominated bank account by bank to bank transfer in Australian Dollars; and
- (b) deliver to the Company the signed Application Form for the T2 Shares and the Subscription Options.

#### **5.3 Company obligations**

On the T2 Subscription Date and receipt of the T2 Amount, the Company must:

- (a) allot and issue the T2 Shares to the Subscriber (or its Nominee);
- (b) grant the Subscription Options to the Subscriber (or its Nominee);
- (c) record the Subscriber (or its Nominee) as the holder of the T2 Shares in its register of members;
- (d) record the Subscriber (or its Nominee) as the holder of the Subscription Options in its register of option holders;

- (e) direct the Company's share registry to send holding statements in respect of the T2 Shares to the Subscriber (or its Nominee);
- (f) take all other steps required under its constitution, the ASX Settlement Operating Rules and the Corporations Act to constitute and evidence the Subscriber (or its Nominee) as the holder of the T2 Shares and the Subscription Options (including by lodging an Appendix 3B with ASX); and
- (g) apply to ASX for official quotation of the T2 Shares and apply to ASX for official quotation of the Subscription Options if at any time before the expiry date of the Subscription Options ASX Listing Rule 2.5 Condition 6 is met.

#### 5.4 Interdependency

The obligations of the Company under clause 5.2 and the obligations of the Subscriber under 5.3 are interdependent and are to be carried out contemporaneously and, as nearly as possible, simultaneously.

#### 5.5 Cleansing notice

Within 5 business days of the issue of the T2 Shares the Company will:

- (a) issue a 'cleansing notice' to the ASX in accordance with section 708A(5)(e) and 708A(6) of the Corporations Act; or
- (b) if the Company is unable to comply with each of the conditions required to issue a 'cleansing notice', lodge a prospectus with ASIC,

for the T2 Shares.

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## 6. Board representation

- (a) Provided that the Subscriber's Equity Proportion has not fallen below 10% at any time:
  - (i) immediately after T1 Completion, the Subscriber shall be entitled to nominate and/or appoint (and the Company must if so requested by the Subscriber):
    - (A) a nominee as its representative to the Company's Board to fill a casual vacancy; and
    - (B) a nominee as its representative to Masmino's board of commissioners,
  - (ii) the Subscriber may (and the Company must if so requested by the Subscriber) replace its representative set out in clause 6(a)(i)(A) and (B) at any time, including by appointing another representative to replace any of its representatives which are removed or resign from time to time.
- (b) Any representative to be appointed to the Company's board by the Subscriber must first have provided the Company with a signed consent to act as a director of the Company, agrees to comply with the Company



Corporate Policies and is not otherwise prohibited from being a director of the Company under relevant laws.

- (c) Provided that the Subscriber's Equity Proportion has not fallen below 10% at any time the Board shall, and the Company shall procure that the Board shall, support the re-election as a director of a nominee appointed in accordance with clause 6(a)(i)(A) at the Company's annual general meeting.
- (d) The Subscriber acknowledges that under the ASX Listing Rules or the Company's constitution, any nominee appointed to the Board to fill a casual vacancy will be subject to re-election by Shareholders at the Company's in general meeting and under the ASX Listing Rules and/or the Company's constitution will be subject to retirement by rotation.
- (e) For clarity the initial nominees to be appointed to the Board of the Company and the Masmino Board of Commissioners referred to in this clause are the same persons as are referred to clauses 3.4(b) and 3.4(c).

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## **7. Top-up right**

### **7.1 Waiver**

- (a) The top-up right provided for in clause 7.2, is subject to and conditional upon the Company obtaining the Waiver from ASX (either unconditionally or on conditions satisfactory to the Company and the Subscriber (acting reasonably).
- (b) Each Party must use all reasonable endeavours to ensure that the Waiver is obtained as soon as practicable after the date of this Agreement and, in particular:
  - (i) the Company must as soon as practicable at its own cost:
    - (A) prepare and lodge the application to ASX for the Waiver; and
    - (B) provide the Subscriber with a copy of the application and provide information to the Subscriber on the progress of the application; and
  - (ii) each Party must otherwise co-operate with, and comply with, all reasonable requests of the other Party for the purposes of procuring the Waiver and must not take any action that will or is likely to hinder or prevent the procurement of the Waiver.

### **7.2 Top-up right**

- (a) From the date of receipt by the Company of the Waiver and for such time as the Equity Proportion is 10% or more and subject to clause 7.2(g), if the Company wishes to issue any Shares, options or securities which are convertible into Shares (other than future options issued under an employee incentive scheme or Shares issued as a result of the exercise of options issued under such employee incentive scheme) (an **Issue**), subject to the

Company receiving any necessary approval or waiver from ASX or ASIC, the Company must also offer the Subscriber its Equity Proportion at the time of the Issue of the total number of Shares or securities which are convertible into Shares to be issued pursuant to the Issue. For the avoidance of doubt, the number of securities to be offered by the Subscriber must not be greater than the number required in order for the Subscriber to maintain its percentage holding in the issued share capital of the Company immediately before the diluting event.

- (b) If at anytime the Equity Proportion is more than 30%, the number of Shares or securities which are convertible into Shares which will be offered to the Subscriber in accordance with clause 7.2(a) will be that number which will result in the Equity Proportion being 30%.
- (c) For the avoidance of doubt, the top up rights described above in clause 7.2(a) do not prohibit the Company from appointing the Subscriber to underwrite a capital raising (in part or in full), even if such underwriting could result in the Subscriber acquiring securities over and above its Equity Proportion. For the further avoidance of doubt, the top-up rights described above in clause 7.2(a) do not apply to the AustralianSuper Shares or any Shares issued on exercise of the AustralianSuper Options.
- (d) Any offer of Shares, options or securities which are convertible into Shares by the Company under clause 7.2(a) must:
  - (i) be on the same terms of issue as provided to all other potential offerees and allow the Subscriber to accept for the whole or part of the number of Shares, options or securities which are convertible into Shares offered and where the Issue is for non-cash consideration, the consideration payable by the Subscriber to take up its top up rights it must be equivalent to the non-cash consideration offered by third parties;
  - (ii) allow the Subscriber 5 Business Days to accept (in whole or in part) or reject the offer and if the Subscriber does not respond to an offer the Subscriber will be deemed to have rejected the offer; and
  - (iii) must be subject to any relevant Shareholder approval and compliance with any relevant law or ASX Listing Rules.
- (e) If the Subscriber rejects or does not accept in full an offer made to it under clause 7.2(a), then Shares, options or securities which are convertible into Shares in respect of which that offer was not accepted can be offered by the Company to such persons as it thinks fit on terms no more favourable than those offered to the Subscriber (excluding any shareholder approvals required which only apply if the Subscriber or its Nominee was the person taking up the Shares).
- (f) Upon grant of the Waiver the terms of the Waiver will be deemed to be incorporated into this clause 7.2 and to the extent of any inconsistency the terms of the Waiver shall prevail.
- (g) The top up rights described in clause 7.2(a) automatically lapses if:



- (i) the Company completes a Masmino Transaction with a third party in accordance with the terms of the Relationship Deed; or
- (ii) the Parties otherwise agree to terminate the Relationship Deed or the Relationship Deed is otherwise terminated; or
- (iii) the Equity Percentage falls below 10%.

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## 8. Post-completion conduct of business

### 8.1 Use of funds

- (a) The Company must use the funds raised from the allotment and issue of the Subscription Shares to progress studies, development, near mine exploration and financing activities in relation to the Awak Mas Gold Project in accordance with the Work Program and Budget, and for exploration and normal corporate and administrative expenses.
- (b) The Company agrees to use its best endeavours to ensure that the funds raised from the allotment and issue of the Subscription Shares will be sufficient to complete and obtain unanimous approval by the Board of the Updated Feasibility Study and that no further funds are required to be raised.

### 8.2 Shareholder approval

- (a) As soon as possible following receipt of the first Exercise Notice (or beforehand at the option of the Company), the Company must at its own cost prepare and despatch to Shareholders a notice of meeting, explanatory memorandum and independent expert's report (**Options Meeting Documentation**) for the purposes of putting to Shareholders a resolution for the approval for the issue of Shares on exercise of all of the Subscription Options for the purposes of section 611 item 7 of the Corporations Act and any other relevant laws or rules.
- (b) For the purposes of the Options Meeting Documentation, the Company must promptly engage an independent expert to prepare a report in accordance with the Corporations Act and ASIC Policy Statement 74 including as to whether the proposed issue of Shares on exercise of the Subscription Options is "fair and reasonable" in the context of the interests of the Shareholders and provide all assistance and information reasonably required by the independent expert. The Subscriber must promptly provide any information the independent expert may request including information about the Subscriber or the Nominee, their respective interests in Shares and those of their associates and their intentions regarding the Company and its assets and operations.
- (c) In the Options Meeting Documentation the directors must (to the extent they are entitled to provide a recommendation and subject to their fiduciary and other duties) unanimously recommend to Shareholders the approval of acquisition of Shares pursuant to the exercise of the Subscription Options.
- (d) The Company must give the Subscriber a reasonable opportunity to review and commence on an advanced draft of the Options Meeting Documentation and must consult in good faith with the Subscriber in relation to any comments the Subscriber may have on those documents, provided that all



information relating to the Subscriber included in the Options Meeting Documentation must be in a form satisfactory to the Subscriber (acting reasonably).

### 8.3 **Subscriber break fee**

- (a) Each Party:
  - (i) believes that Masmino Transaction between the Subscriber and the Company will deliver significant benefits to the Subscriber and the Company; and
  - (ii) acknowledge that the break fee in clause 8.3(b) is a genuine and reasonable pre-estimate of the costs and losses which the Subscriber expects to incur in connection with the Masmino Transaction (including internal and third party advisory, legal, accounting, due diligence and management costs and expenses and opportunity and other costs and expenses) and it is not a pre-condition to being paid the break fee that the Subscriber has actually incurred those costs or losses or that is able to provide that it has done so.
- (b) The Company agrees to pay a fee of A\$703,965 (**Break Fee**) to the Subscriber if after the date of execution of this Agreement by the Parties and prior to the unanimous approval by the Board of the Updated Feasibility Study, the Company continues or commences any discussions or negotiations in relation to, solicits, initiates or encourages any transaction or arrangement that would result in, a Masmino Transaction, and subsequently enters into and completes, prior to approval by the Board of the Updated Feasibility Study, a Masmino Transaction with a third party.
- (c) The Company must pay the Subscriber the break fee forthwith (and, in any event, within 5 Business Days of) a receipt by the Company from the Subscriber of a demand in writing for the payment made after the occurrence of the event referred to in this clause.

### 8.4 **Company break fee**

- (a) Each Party:
  - (i) believes that the Subscription will deliver significant benefits to the Subscriber and the Company; and
  - (ii) acknowledge that the break fee in clause 8.4(b) is a genuine and reasonable pre-estimate of the costs and losses which the Company expects to incur in connection with the Subscription (including internal and third party advisory, legal, accounting, due diligence and management costs and expenses and opportunity and other costs and expenses) and it is not a pre-condition to being paid the break fee that the Company has actually incurred those costs or losses or that is able to provide that it has done so.
- (b) The Subscriber agrees to pay a fee of A\$703,965 to the Company if the Subscriber breaches its obligations under clause 3.3. The rights of the

Company under this clause are without prejudice to any other rights or remedies the Company may have in such circumstances.

- (c) The Subscriber must pay the Company the break fee forthwith (and, in any event, within 5 Business Days of) a receipt by the Subscriber from the Company of a demand in writing for the payment made after the occurrence of the event referred to in this clause.

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## **9. Representations and warranties**

### **9.1 Representations and warranties by the Subscriber**

The Subscriber represents and warrants to the Company that on the date of this Agreement and separately on the T1 Subscription Date and T2 Subscription Date:

- (a) it has full power and authority to enter into this Agreement and to perform its obligations under it;
- (b) this Agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms;
- (c) this Agreement and the Subscription does not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of its constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound;
- (d) under the Indonesian securities laws, it is lawful for the Company to offer and issue the Subscription Shares on the terms of this Agreement without the need for the Company to comply with any filing, registration, disclosure or other requirements under those securities laws;
- (e) the Subscriber is not acquiring the Subscription Shares for the purpose of selling or transferring the Subscription Shares or granting, issuing or transferring interest in, or options over, the Subscription Shares; and
- (f) the Subscriber comes within one of the stated categories in section 708 (8) to (12) of the Corporations Act (where the offer or invitation of the Subscriber Shares is made to, or accepted by, the Subscriber in Australia) and undertakes to provide to the Company on request any documentation the Company may require to verify that the Subscriber is in such category.

### **9.2 Representations and warranties by the Company**

The Company represents and warrants to the Subscriber that on the date of this Agreement and separately on the T1 Subscription Date and the T2 Subscription Date:

- (a) it has full power and authority to enter into this Agreement and to perform its obligations under it;
- (b) this Agreement constitutes its legal, valid and binding obligations and is enforceable to the Company in accordance with its terms;



- (c) this Agreement, the performance thereof and the Subscription does not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of its constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound;
- (d) the Company is entitled to issue and allot the Subscription Shares to the Subscriber free from all and any Encumbrances together with all rights and benefits attaching thereto as at the Completion Date and no person has or will have any rights of pre-emption over the Subscription Shares;
- (e) it is a corporation as that expression is defined in the Corporations Act, registered and validly existing under the Corporations Act;
- (f) the approval of the Subscriber's shareholders is not required with respect to the issue of the T1 Shares, including pursuant to Listing Rule 7.1;
- (g) the Company is not withholding any Excluded Information; and
- (h) the Company:
  - (i) has complied with all material disclosure requirements under the Listing Rules and the Corporations Act and all information released to ASX is not materially misleading or deceptive and does not contain any material omission;
  - (ii) is not withholding any information from continuous disclosure under Listing Rule 3.1 in reliance on Listing Rule 3.1A (once the announcement relating to this transaction has been made);
- (i) aside from relevant Shareholder approvals, there is no restriction on the allotment and issue of the Subscription Shares or the Subscription Options to the Subscriber;
- (j) the Subscription Shares will as at the relevant Completion Date be duly authorised, allotted, validly issued and credited as fully paid;
- (k) no Event of Insolvency has occurred in relation to a Group Company nor is there any act which has occurred or any omission made which may result in an Event of Insolvency occurring in respect of a Group Company;
- (l) all shares in the capital of Masmino have been issued and all transfer of any such shares has been conducted or registered (where applicable) in accordance with all applicable laws and the constitutional documents of the Company, and all consents, approvals, registrations, announcements, authorisations and permits required in connection with any such issuance or transfer, have been conducted in accordance with all applicable laws and the constitutional documents of Masmino;
- (m) the capital structure, corporate deeds, shareholding composition, board of commissioners and board of directors of Masmino have, in each case, been registered with the relevant company registration office and in compliance with all relevant laws of Indonesia;



- (n) the CoW of Masmino is valid, legally binding and enforceable to the Masmino, and Masmino has the sole right to explore for and exploit the Mining Area delineated by the CoW and to sell and transport resources mined from such Mining Area, free and clear of any encumbrances;
- (o) Masmino has complied with its obligations under the CoW in all respects and is not in default of its obligations under the CoW;
- (p) to the best of the Company's knowledge, Masmino has materially at all times conducted its business in accordance with all applicable laws and its constitutive documents and there has not been and there is no material notice with respect to any investigation or enquiry by, or any material order, decree, decision or judgment of, any court, tribunal, arbitrator, governmental authority outstanding or anticipated against Masmino or any person whose acts or defaults Masmino may be vicariously liable or which may result in a material adverse change in the assets or business of Masmino.
- (q) the securities in the Company on issue are:
  - (i) 123,197,673 Shares;
  - (ii) 18,034,307 options exercisable at \$0.30 before 31 July 2020;
  - (iii) 472,000 options exercisable at \$0.42 before 2 August 2020;
  - (iv) 5,105,318 options exercisable at \$0.61 before 2 August 2021;
  - (v) 740,000 options exercisable at \$0.61 before 27 July 2021,

which comprise all of the securities of the Company; and
- (r) no Group Company or any of its Representatives has authorised, offered, promised or given or will authorise, offer, promise or give, anything of value (including a facilitation payment) to:
  - (i) any:
    - (A) individual who is employed by or acting on behalf of a Regulatory Authority, government, government-controlled entity or public international organisation;
    - (B) political party, party official or candidate;
    - (C) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
    - (D) individual who holds himself out to be the authorised intermediary of any person specified in paragraphs (A), (B) or (C) above.

(each a **Government Official**)
  - (ii) in order to influence or reward official action or otherwise obtain any improper advantage in respect of any act or decision of such Government Official;

- (iii) any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust (**acting improperly**), to reward the person for acting improperly or in circumstances where the recipient would be acting improperly by receiving the thing of value; or
- (iv) any other person while knowing, or while they ought reasonably to have known, that all or any portion of the money or other thing of value was authorised, offered, promised or given or will be authorised, offered, promised or given to:
  - (A) a Government Official in order to influence or reward official action relating to either, or both, the business interests of a party or this agreement; or
  - (B) any person in order to influence or reward such person for acting improperly,

in respect of, or in relation to, the Shares, the Group Company or the Awak Mas Gold Project;
- (s) all information disclosed and all information which has been or may be provided by the Group Companies to the Subscriber or to its representatives (including, professional advisers appointed by the Subscriber in connection with the transactions contemplated under this Agreement) for the purposes of the due diligence on the Group Companies, in the course of the negotiations leading to this Agreement, pursuant to this Agreement was or will be (as the case may be) when given, and is and remains, true, complete and accurate in all material respects; and
- (t) none of the statements by the Group Companies contained in this Agreement, the Schedules or any statement, certificate, or document furnished or to be furnished by the Group Companies or its representatives pursuant hereto or in connection with the due diligence or other transactions contemplated herein contains any untrue statements of facts or omits to state any facts necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. Copies of all documents heretofore or hereafter delivered or made available to the Subscriber pursuant hereto were complete and accurate copies of such documents.

### 9.3 **Acknowledgement by the Company**

The Company acknowledges that the Subscriber has entered into this agreement in reliance on the warranties given in clause 9.2.

### 9.4 **Indemnity by the Subscriber**

The Subscriber indemnifies the Company against all Indemnified Losses as a consequence of any matter or thing being found to be in breach of the representations and warranties given by the Subscriber in clause 9.1.



**9.5 Indemnity by the Company**

The Company indemnifies the Subscriber against all Indemnified Losses as a consequence of any matter or thing being found to be in breach of the representations and warranties given by the Company in clause 9.2.

**9.6 General Acknowledgement**

The Parties acknowledge and agree the following:

- (a) a registration statement with respect to the Subscription Shares has not been, and will not be, filed with Otoritas Jasa Keuangan in the Republic of Indonesia. Therefore, the Subscription Shares may not be offered or sold to the public in Indonesia; and
- (b) neither this document nor any other document relating to the offer or sale, or invitation for subscription or purchase, of the Subscription Shares (including the Application Form) may be circulated or distributed, whether directly or indirectly, in the Republic of Indonesia or to Indonesian citizens, corporations or residents, except in a manner that will not be considered as a “public offer” under the law and regulations of the Republic of Indonesia.

**9.7 Limitation of Liability**

- (a) The Subscriber acknowledges and agrees that the Company has disclosed or are deemed to have disclosed against the warranties it provides under this Agreement, and the Subscriber is aware of, and will be treated as having actual knowledge of, all facts, matters and circumstances that:
  - (i) are provided for or described in this Agreement;
  - (ii) are contained in the Disclosure Materials;
  - (iii) are within the actual knowledge of Subscriber or its directors and officers.
- (b) The Company is not liable for a breach of a warranty provided by it under this Agreement to the extent that disclosure is made or is deemed to have been made against under clause 9.7(a) and the Subscriber must not make a Claim against the Company in respect of, and it shall not be a breach of, a warranty if the facts, matters or circumstances giving rise to such Claim are disclosed or are deemed to have been disclosed under clause 9.7(a).
- (c) The Company is not liable in respect of a Claim relating to a breach of this Agreement or a breach of a warranty provided under either Agreement unless the aggregate amount that the Subscriber would be entitled to recover in respect of that Claim exceeds \$200,000 and the maximum aggregate amount which the Company is required to pay in respect of all Claims whenever made is limited to the total of the T1 Amount and the T2 Amount.
- (d) This clause 9.7 survives expiry or termination of this Agreement.



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## **10. Confidentiality**

### **10.1 No announcement or other disclosure of transaction**

Except as permitted by clause 10.2, each party must keep confidential, and must procure that each of its Related Bodies Corporate and Representatives keep confidential, the existence of and the terms of this Agreement, all negotiations between the parties in relation to the subject matter of this Agreement and all other information given to it under this Agreement.

### **10.2 Permitted disclosure**

Nothing in this Agreement prevents a person from disclosing matters referred to in clause 10.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock exchange (including ASX) and the Party whose obligation is to keep matters confidential or procure that those matters are kept confidential:
  - (i) has not through any voluntary act or omission (other than the execution of this Agreement) caused the disclosure obligation to arise; and
  - (ii) has before disclosure is made notified the other Party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given the other Party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) if disclosure is made by way of a written announcement the terms of which have been agreed in writing by the Parties prior to making the announcement;
- (c) if disclosure is reasonably required to enable a party to perform its obligations under this Agreement;
- (d) to any professional adviser of a Party who has been retained to advise in relation to the transactions contemplated by this Agreement;
- (e) disclosure is made to bona fide prospective financiers to a Party or its subsidiaries;
- (f) disclosure is made to a bona fide potential purchaser of shares in Masmino or a potential purchaser of an interest in the Awak Mas Gold Project;
- (g) with the prior written approval of each party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or
- (h) where the matter has come into the public domain otherwise than as a result of a breach by any Party of this Agreement.

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## **11. Dispute resolution**

### **11.1 Notification of Dispute**

If any dispute arises between the parties under or in connection with this agreement (**Dispute**) any party may give to the other party a notice in writing (**Dispute Notice**) specifying reasonable details of the Dispute and referring it to resolution in accordance with clause 11.

### **11.2 Dispute resolution**

- (a) Within ten Business Days after the giving of a Dispute Notice, any Dispute must be referred in the first instance to the representatives of the Company and the Subscriber for resolution.
- (b) If the Dispute is not resolved within ten Business Days after the referral, then either party may request that the President of the Institute of Arbitrators and Mediators Australia appoint a mediator to the dispute and must, at the time of making the request, provide a copy of that request to the other party.
- (c) In the event that the parties are unable to resolve the dispute at mediation within 28 days (or longer if agreed by the parties) of the appointment of the mediator, the dispute will proceed to arbitration for final resolution in accordance with the Rules of Arbitration of the International Chamber of Commerce in accordance with its prevailing rules of arbitration.
- (d) The parties agree to request the arbitrator to make their determination within 3 months of the referral of the Dispute to arbitration. Such determination will be binding on the parties in the absence of fraud or manifest error.

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## **12. Notices**

- 12.1 Each notice authorised or required to be given to a Party shall be in legible writing and in the English language addressed to the Party's address set out below (or such other address nominated in accordance with clause 12.2) and may be given by personal delivery, mail, or email:

| Party      | Address  | Email                             |
|------------|--|-----------------------------------|
| Company    | Ground Floor, 20 Kings Park Road West Perth Western Australia 6005.                | dhumphry@nusantararesources.com   |
| Subscriber | Graha Mitra, 3rd Floor, Jl. Jend. Gatot Subroto Kav. 21, Jakarta 12930, Indonesia. | purbaja.pantja@indikaenergy.co.id |

- 12.2 Each Party may from time to time change its address by giving notice pursuant to clause 12.1 to the other Parties.
- 12.3 Any notice given under this Agreement will be conclusively deemed to have been received:
- (a) in the case of personal delivery, at the actual time of delivery; or



- (b) if sent by mail, five (5) Business Days after the day of posting; or
- (c) if sent by email, at the time of sending,

but if the day or time of deemed receipt as specified above is on a day that is not a Business Day or is after 5:00 pm (addressee's time) on a Business Day that notice is regarded as deemed to be received at 9:00 am on the following Business Day.

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### 13. Miscellaneous

- 13.1 The Company and the Subscriber agree to pay their own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this Agreement, except for stamp duty.
- 13.2 No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.
- 13.3 No Party will assign any or all of its right, title and interest under this Agreement. If the Subscriber elects to take shares or options in the Nominee, the Subscriber must procure that the Nominee executes and delivers to the Company a deed in form acceptable to the Company (acting reasonably) under which the Nominees covenants to be bound by the Subscriber's obligations under this Agreement.
- 13.4 Each Party will do, execute, acknowledge and deliver all and every such further acts, deeds, agreements, covenants, applications, consents, assignments and other assurances as may be necessary or expedient for the purposes of giving full effect to the terms and conditions and purposes of this Agreement.
- 13.5 This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.
- 13.6 If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions, which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.
- 13.7 This Agreement shall be governed by and construed in accordance with the laws from time to time in force in the state of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the courts of that State and all courts of appeal there from.
- 13.8 In relation to Law No. 24 of 2009 regarding National Flag, Language, Emblem and Anthem of Indonesia (the "**Law No. 24**"), the Parties agree that:
  - (i) the Parties shall procure and ensure that a Bahasa Indonesia version of this Agreement is executed by the Parties within [60 Business Days] of the date of this Agreement (or, as the case may be, the date on which this Agreement is executed) and such Bahasa Indonesia version of this Agreement will be deemed to be effective from the date this English version of this Agreement is executed;
  - (ii) in the event of any conflict between the English version and the Bahasa Indonesia version of this Agreement, the English version will prevail and the



Bahasa Indonesia version of this Agreement will be deemed to be amended to conform with the provisions in the English version of this Agreement; and

(iii) no Party will (and no Party will allow or assist any Party to) in any manner or forum in any jurisdiction, (A) challenge the validity of, or raise or file any objection to, this Agreement or the transactions contemplated therein, (B) defend its non-performance or breach of its obligations under this Agreement or (C) allege that this Agreement is against public policy or otherwise do not constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, on the basis of any failure to comply with Law No. 24 or any of its implementing regulations (when issued).

(iv) Each Party:

(i) (i) confirms that it has obtained legal advice from its legal advisors for the purposes of this paragraph and this Agreement; and

(ii) agrees (at its own cost and expense) to take all steps to comply with Law No. 24 and any of its implementing regulations (when issued).

13.9 This Agreement may be executed in counterpart and all counterparts shall operate and be read and construed as one document.

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## SCHEDULE 1 – APPLICATION FORM

### APPLICATION FORM NUSANTARA RESOURCES LIMITED (COMPANY) ACN 150 791 290

**[\*] (Subscriber)** hereby applies to the Company for [☐] fully paid ordinary shares in the capital of the Company (**Shares**) at an issue price of \$0.23 per Share [and [☐] options] (**Securities**). The Subscriber will transfer to the Company by means of electronic funds transfer an amount of [☐] to the account nominated by the Company.

By signing and lodging this Application Form with the Company, the Subscriber:

1. declares that the agreements, statements, declarations and acknowledgments contained in the following paragraph are given for the benefit of the Company;
2. declares that all details and statements made by the Subscriber in this Application Form are complete and accurate;
3. agrees to be bound by the Constitution of the Company;
4. represents, warrants and undertakes to the Company that the Subscriber has full right and authority to sign and lodge this Application Form, to subscribe for the Securities and to perform the other obligations set out in this Application Form, and has taken all action and obtained all regulatory and other consents, approvals and authorisations necessary in that respect;
5. acknowledges that the Subscriber have/has made its own enquiries concerning the Company and its business and affairs and that the Company makes no representation or warranties to the Subscriber other than set out in the Subscription Agreement to which this Application Form is attached;
6. represents and warrants that under the applicable securities laws applying to the subscription by the Subscriber of the Securities outside of Australia, it is lawful for the Company to offer and issue the Securities on the terms of this Agreement without the need for the Company to comply with any filing, registration, disclosure or other requirements under those securities laws;
7. the Subscriber is not acquiring the Securities for the purpose of selling or transferring the Securities or granting, issuing or transferring interests in, or options over, the Securities;
8. represents and warrants that the Subscriber comes within one of the stated categories in section 708 (8) to (12) of the Corporations Act (where the offer or invitation of the Subscriber Securities is made to, or accepted by, the Subscriber in Australia) and undertakes to provide to the Company on request any documentation the Company may require to verify that the Subscriber is in such category;
9. represents and warrants that under the applicable securities laws applying in any jurisdiction outside Australia, it is lawful for the Company to offer and issue the Securities on the terms of this document without the need for the Company to comply with any filing, registration, disclosure or other requirements under those securities laws (the representation and warranty applies where the offer or invitation of the Securities is made to, or accepted by, the Subscriber outside Australia);
7. acknowledges that this Application form is irrevocable; and
9. acknowledges that returning this Application Form will constitute the Subscriber's offer to subscribe for the Securities and that no notice of acceptance of this Application Form will be provided.

**NOTE: Return of the Application Form with your payment of the application monies will constitute your offer to subscribe for the Securities. This Application Form is for the Subscriber and must not be passed onto any person without written permission from the Company.**

**EXECUTED BY PT INDIKA MINERAL  
INVESTINDO.**

in accordance with its constituent documents  
and the laws of the place of its incorporation:

\_\_\_\_\_  
Director

\_\_\_\_\_

\_\_\_\_\_  
Print name

\_\_\_\_\_



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## SCHEDULE 2 – SUBSCRIPTION OPTIONS TERMS

The Subscription Options entitle the holder (**Optionholder**) to subscribe for, and be issued, Shares on and subject to the following terms and conditions:

(a) Entitlement

Each Option gives the Optionholder the right to subscribe for, and be issued, one Share.

(b) Expiry Date

The Options will expire at 5.00pm (WST) on 30 November 2020 (**Expiry Date**). Any Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(c) Exercise Price

The amount payable upon exercise of each Option will be \$0.35 (**Exercise Price**).

(d) Notice of Exercise

An Optionholder may exercise any Options by lodging with the Company, before the Expiry Date:

- (i) a written notice of exercise of Options specifying the number of Options being exercised (**Exercise Notice**); and
- (ii) a cheque or electronic funds transfer for the aggregate Exercise Price for the number of Options being exercised.

(e) Exercise Date

An Exercise Notice is only effective on and from the later of the date of receipt of the Exercise Notice and the date of receipt of payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(f) Timing of issue of Shares on exercise and quotation

Within 10 Business Days after the later of the following:

- (i) receipt of the Exercise Notice;
- (ii) when any Excluded Information ceases to be Excluded Information; and
- (iii) any necessary shareholder approvals for the issue of the Shares on exercise of the Subscription Options is obtained (if required),

the Company will:

- (iv) allot the applicable Shares to the Optionholder;

- (v) if the Company is admitted to the official list of the ASX at the time, apply for official quotation on the ASX of the Shares issued pursuant to the exercise of the Options; and  
  
ensure that any Shares issued are tradeable immediately following their issuance, including by "cleansing notice" in accordance with section 708(5)(e) and 708(6) of the Corporations Act or prospectus in accordance with section 708A(11) of the Corporations Act
- (g) Shares issued on exercise  
  
All Shares allotted upon the exercise of Options will upon allotment rank pari passu in all respects with other issued fully paid Shares.
- (h) Quotation of Shares issued on exercise  
  
If admitted to the official list of the ASX at the time, the Company will apply for quotation of all Shares allotted pursuant to the exercise of Options on ASX within 10 Business Days after the date of allotment of those Shares.
- (i) Reorganisation  
  
If, prior to the Expiry Date, the issued capital of the Company is reorganised, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and any requirements with the ASX Listing Rules applying to a reorganisation of capital at the time of the reorganisation.
- (j) Participation in new issues
  - (i) There are no participating rights or entitlements inherent in the Options.
  - (ii) An Optionholder will not be entitled to participate in new issues of securities offered to Shareholders during the currency of the Options except to the extent that Options are exercised prior to the 'record date' for determining entitlements for the new issue.
- (k) Change in exercise price  
  
Subject to (l) below, an Option does not confer on the holder any right to a change in exercise price or a change in the number of underlying securities over which the Option can be exercised.
- (l) Bonus Issue  
  
If there is a pro rata bonus issue of securities to Shareholders prior to the Expiry Date, the number of Shares over which the Option is exercisable may be increased by the number of securities which the Option holder would have received if the Option was exercised before the record date for the bonus issue.
- (m) Transferability  
  
The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australia securities law.

(n) Agreement to be bound

By lodging an Exercise Notice, the Optionholder agrees to take the applicable Shares and agrees to be bound by the constitution of the Company.

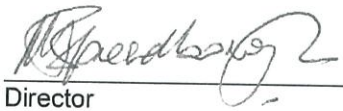
(o) Listing

If at any time the Options are eligible for quotation under the terms of the ASX Listing Rules, the Company must apply to ASX for official quotation of the Options.




**EXECUTED by the Parties as an Agreement**

**EXECUTED BY  
NUSANTARA RESOURCES LIMITED**  
in accordance with section 127 of the  
Corporations Act:

  
\_\_\_\_\_  
Director

Michael Spreadborough \_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Director/Secretary

Derek Humphry \_\_\_\_\_  
Print name

**EXECUTED BY  
PT Indika Energy Tbk.**  
in accordance with its constituent documents  
and the laws of the place of its incorporation:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
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\_\_\_\_\_  
Director



\_\_\_\_\_  
~~Director~~/Secretary

Azis Armand\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name