Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To: Company/registered scheme/notified foreign passport fund name	Cygnus Metals Limited (ASX:CY5) (**Cygnus**)
ACN/ARSN/APFRN	609 094 653
NFPFRN (if applicable)	

1. Details of substantial holder (1)

Name	Central Asia Metals PLC (**CAML**) and each of the entities listed in **Annexure A** (**CAML Controlled Entities**)
ACN/ARSN/APFRN (if applicable)	N/A
NFPFRN (if applicable)	N/A

The holder became a substantial holder on 2 June 2026

2. Details of voting power

The total number of votes attached to all the voting shares or interests in the company, scheme or fund 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)
Fully paid ordinary shares in Cygnus (**Shares**)	120,906,526	120,906,526	9.9%

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
CAML	Relevant interest held under sections 608(1)(c) and 608(8) of the *Corporations Act 2001* (Cth) (**Corporations Act**) pursuant to an agreement (see note below).	120,906,526 Shares
Note: On 2 June 2026, CAML entered into a call option deed with Ocean Partners Holdings Limited and Ocean Partners UK Limited in respect of 120,906,526 Shares (**Call Option Deed**). A copy of the Call Option Deed is included as **Annexure B**.		

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
CAML	Canaccord Genuity	Ocean Partners UK Limited	120,906,526 Shares

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	
CAML	2 June 2026	N/A	Refer to Call Option Deed	120,906,526 Shares

6. Associates

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

Name and ACN/ARSN/APFRN (if applicable) and NFPFRN (if applicable)	Nature of association
CAML Controlled Entities	The CAML Controlled Entities are controlled by CAML and are therefore associates of CAML pursuant to section 12(2)(a)(i) of the Corporations Act.

7. Addresses

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

Name	Address
CAML	Ground Floor, Heritage House, 2-14 Shortlands, London, UK, W6 8DJ
CAML Controlled Entities	See Annexure A

Signature

print name Gavin Ferrar

capacity Chief Executive Officer

sign here

date 02/06/2026

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 or interests in the company, scheme or fund (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, scheme or fund 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 otherwise, 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.

Annexure A

This is Annexure A of 1 page (including this page) referred to in the Form 603 ("Notice of initial substantial holder") signed by me and dated 2 June 2026.

Name: Gavin Ferrar

Date: 2 June 2026

CAML Controlled Entities

Entity Name	Address	Company Registration No.
CAML XD Limited	50/3 Turan Avenue, Office #5, Astana, District Nura, Z01C1E7, Kazakhstan	250640900128
CAML Exploration Limited (CAML X)	50/3 Turan Avenue, Office #5, Astana, District Nura, Z01C1E7, Kazakhstan	230840900419
CAML KZ Limited	Ground Floor, Heritage House, 2-14 Shortlands, London, UK, W6 8DJ	13479896
CAML MK Limited	Ground Floor, Heritage House, 2-14 Shortlands, London, UK, W6 8DJ	10946728
CAML Limited	Ground Floor, Heritage House, 2-14 Shortlands, London, UK, W6 8DJ	14826287
CMK Mining B.V.	Basisweg 10, 1043 AP Amsterdam, The Netherlands	74150081
CMK Europe DOOEL Skopje	Suite 11, 27 Mart Street, Skopje, North Macedonia	7048998
Kounrad Copper Company LLP	Business Centre No. 2, 4 Abugaliev Street, Balkhash, Kazakhstan, 100300	080440020459
Sary Kazna LLP	Business Centre No. 2, 4 Abugaliev Street, Balkhash, Kazakhstan, 100300	060240015312
Rudnik SASA DOOEL Makedonska Kamenica	28 Rudarska Str, Makedonska Kamenica, 2304, North Macedonia	6006094

Annexure B

This is Annexure B of 28 pages (including this page) referred to in the Form 603 ("Notice of initial substantial holder") signed by me and dated 2 June 2026.

Name: Gavin Ferrar

Date: 2 June 2026

See Call Option Deed overleaf

Call Option Deed

Ocean Partners Holdings Limited, Ocean Partners UK Limited

Central Asia Metals PLC

CORRS CHAMBERS WESTGARTH

corrs.com.au

Contents

Date 2 June 2026

Parties

1 **Ocean Partners Holdings Limited** (company number 05171663) of The Pearce Building, West Street, Maidenhead, Berkshire, SL6 1RL, UK (**OP Holdings**)

2 **Ocean Partners UK Limited** (company number 05171451) of The Pearce Building, West Street, Maidenhead, Berkshire, SL6 1RL, UK (**OP UK**)

(each of OP Holdings and OP UK, a **Shareholder** and together the **Shareholders**)

3 **Central Asia Metals PLC** (company number 05559627) of Ground Floor, Heritage House, 2-14 Shortlands, London, UK, W6 8DJ (**CAML**)

Background

A Each Shareholder is the legal and beneficial owner of its respective Shareholder Shares as set out in **Schedule 2**.

B CAML proposes to enter into a Scheme Implementation Deed with Cygnus pursuant to which CAML proposes to acquire all the ordinary shares in Cygnus by way of scheme of arrangement.

C OPUK has agreed to grant the Call Option to CAML on the terms and subject to the conditions set out in this document.

Agreed terms

1 Interpretation

1.1 Definitions

In this document these terms have the following meanings:

Adjustment Event Means:

(a) securities are divided into a greater number of securities or are consolidated into a lesser number of securities or are subject to a similar reconstruction;

(b) a pro-rata cash distribution in respect of securities by way of a return of capital; or

(c) there is a pro-rata issue or distribution of securities to the holders of shares at no cost to those holders by way of a bonus issue or capitalisation of any account,

but for the avoidance of doubt, does not include a dividend.

Associate	Has the meaning given in section 12 of the Corporations Act, as if section 12(1) of the Corporations Act included a reference to this document and the references to a designated body were to Cygnus.
ASX	ASX Limited (ABN 98 008 624 691) or, as the context requires, the financial market known as the Australian Securities Exchange operated by it.
ASX Settlement	ASX Settlement Pty Limited ACN 008 504 532.
ASX Settlement Operating Rules	The settlement operating rules of ASX Settlement which govern the administration of CHESS.
Business Day	Has the meaning given in the ASX Listing Rules.
Call Option	The option to purchase the Option Shares granted by the Shareholder in favour of CAML under **clause 2.1**.
CAML Group	CAML and its Controlled Entities (excluding, at any time, Cygnus Group Members to the extent that Cygnus Group Members are Subsidiaries of CAML at that time).
CAML Group Member	Each member of the CAML Group.
CAML Share	An ordinary share of US$0.01 in the capital of CAML.
CHESS	Has the meaning given in the ASX Settlement Operating Rules.
CHESS Subregister	Has the meaning given in the ASX Settlement Operating Rules.
Competing Proposal	Any actual, proposed or potential proposal, offer, expression of interest, arrangement or transaction which, if entered into or completed substantially in accordance with its terms, would mean: (a) a Third Party (alone or together with its Associates) may: (i) directly or indirectly acquire a Relevant Interest in, or have a right to acquire a legal, beneficial or economic interest in (including under a cash settled equity swap or similar derivative), or control of, 10% or more of Cygnus Shares or of the share capital of any other Cygnus Group Member; (ii) directly or indirectly acquire or become the holder of, or otherwise obtain or have a right to obtain a legal, beneficial or economic interest in, or control of, all or substantially all of the business conducted by, or assets or property of, any Cygnus Group Member; or (iii) directly or indirectly acquire Control of, or otherwise acquire, merge with or be stapled with, Cygnus or any other Cygnus Group Member; or (b) Cygnus would be required to abandon or otherwise fail to proceed with the Scheme, whether by way of takeover bid, members' or creditors' scheme of arrangement, reverse takeover, shareholder approved acquisition, capital reduction, buy-back, issue of securities, sale of assets, sale of securities,

	stapling, strategic alliance, dual listed company structure (or other synthetic merger), deed of company arrangement, joint venture or partnership, or other transaction or arrangement. For the avoidance of doubt, each successive material modification or variation of any proposal, offer, expression of interest, arrangement or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.
Completion	Completion of the transfer of the Option Shares under **clause 3.2** of this document to CAML or its Nominee.
Completion Date	The day which is 4 Business Days after the Option Notice is given.
Control	Has the meaning given in section 50AA of the Corporations Act.
Controlled Entity	In respect of a party, an entity that party Controls.
Corporations Act	The *Corporations Act 2001* (Cth).
CREST	The electronic settlement system operated by Euroclear UK & International Limited for paperless settlement of share transfers and the holding of shares in uncertificated form in the United Kingdom, the Channel Islands and the Isle of Man.
Court	The Supreme Court of Western Australia or such other court of competent jurisdiction as agreed in writing between Cygnus and CAML.
Cygnus	Cygnus Metals Limited ACN 609 094 653.
Cygnus Board	The board of directors of Cygnus from time to time.
Cygnus Group	Cygnus and its Controlled Entities.
Cygnus Group Member	Each member of the Cygnus Group.
Cygnus Share	A fully paid ordinary share in the capital of Cygnus.
Cygnus Shareholder	A holder of one or more Cygnus Shares.
Deal	Means to: (a) sell, dispose of, or otherwise deal with; (b) agree or offer to sell, assign, transfer or otherwise dispose of; (c) enter into any option which, if exercised (whether such exercise is subject to conditions or otherwise), enables or requires the party to sell, assign, transfer or otherwise dispose of; (d) decrease, or agree to decrease an economic interest in; or (e) create or allow to exist any other Encumbrance in connection with, the Option Shares or any of them or any interest in them, or to agree to do any of those things.
Effective	The coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Cygnus and its ordinary shareholders.

Encumbrance	An interest or power: (a) reserved in or over an interest in any asset including but not limited to, any retention of title; or (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power, by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to, any agreement to grant or create any of the above.
Excess Shares	Any Cygnus Shares (other than the Option Shares) held by or on behalf of a Shareholder (including via a nominee arrangement).
Exercise Condition	Has the meaning given in **clause 2.2(a)**.
Exercise Period	The period commencing on the date of this document and ending on the Expiry Date.
Exercise Consideration	0.06 CAML Shares for every 1 Option Share (for the purposes of **clauses 4.2** and **4.4** being the amount of A$0.176 per Option Share which represents the value of a Cygnus Share as implied by the Scheme consideration calculated immediately prior to the announcement of the Scheme Implementation Deed) as adjusted in accordance with this document.
Expiry Date	The earlier of: (a) the date that is six months after the date of this document; (b) the date of implementation of the Scheme; (c) the date that is 10 Business Days after the date on the Scheme Implementation Deed is validly terminated, provided that no new scheme implementation deed or takeover bid or other control proposal is announced by CAML or any other CAML Group Member within that 10 Business Day period; and (d) such other date and time agreed in writing between the Shareholder and CAML before that date.
FRCGW Amount	The meaning given in **clause 8(a)**.
Government Agency	Any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
HIN	Has the meaning given in the ASX Settlement Operating Rules.
Issuer Sponsored Subregister	Has the meaning given in the ASX Settlement Operating Rules.
Loss	Any loss, liability, damage, cost, charge or expense.
Nil Variation Notice	In relation to a Shareholder, a notice issued by the Commissioner under section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* varying the amount (if any) that CAML is liable to pay to the Commissioner under section 14-200 of Schedule 1 to the *Taxation*

	Administration Act 1953 (Cth) in respect of the acquisition of the Option Shares from that Shareholder, to zero.
Nominee	Any party (which is a Related Body Corporate of CAML) nominated by CAML as purchaser of the Option Shares under **clause 2.2(d)(ii)**.
Option Notice	A notice from CAML to the Shareholders (or OP Holdings on behalf of all Shareholders) substantially in the form set out in Schedule 1.
Option Shares	The aggregate of all Shareholder Shares, being 120,906,526 which is 9.9% of Cygnus Shares currently on issue.
Related Body Corporate	Has the meaning given in section 50 of the Corporations Act.
Relevant Interest	Has the meaning given in sections 608 and 609 of the Corporations Act.
Rights	All accretions, rights or benefits of whatever kind attaching or arising from the Shareholder Shares directly or indirectly (including, but not limited to, voting rights, all dividends and all rights to receive them or rights to receive or subscribe for shares, notes, bonds, options or other securities declared, paid or issued by Cygnus or any of its Controlled Entities).
Scheme	The proposed scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Cygnus and its ordinary shareholders pursuant to which CAML will acquire all the ordinary shares in Cygnus under the terms of the Scheme Implementation Deed.
Scheme Implementation Deed	The implementation deed dated on or about the date of this document between Cygnus and CAML relating to the implementation of the Scheme.
Securities Authorities	ASIC and the Canadian Securities Authorities.
Securities Laws	All applicable federal, provincial and territorial securities laws, rules and regulations and published policies thereunder, and all applicable instruments, regulatory guides, national instruments, multilateral instruments and companion policies adopted under Australian or Canadian securities laws, including those of Securities Authorities as now in effect and as they may be promulgated or amended from time to time.
Shareholder Declaration	A declaration in accordance with the requirements of section 14-225 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* that covers, at least, the date of the exercise of the Call Option and Completion.
Shareholder Shares	In respect of each Shareholder, the number of fully paid ordinary shares in the capital of Cygnus held by that Shareholder as set out in **Schedule 2**, and in aggregate, 120,906,526 being equal to 9.9% of Cygnus Shares currently on issue.
Sponsoring Participant	Has the meaning given in the ASX Settlement Operating Rules.
SRN	Has the meaning given in the ASX Settlement Operating Rules.
Subsequent Transaction	Has the meaning given in **clause 4.1**.

Subsequent Transaction Amount Has the meaning given in **clause 4.2**.

Third Party Any person or entity other than a CAML Group Member.

Value Means, in relation to any consideration:

(a) if the consideration is a cash sum in A$, that A$ value;

(b) if the consideration is a cash sum denominated in a currency other than A$, the value of the consideration will be based on its A$ equivalent published on the Reserve Bank of Australia website (www.rba.gov.au) in respect of the relevant date;

(c) if the consideration is in the form of securities in an entity listed on any securities exchange, the consideration will be valued based on the volume weighted average price (excluding all off-market transactions) of the relevant securities over the 5 trading days ending on the trading day prior to the relevant date of payment of the consideration on the primary exchange on which the relevant securities are quoted (unless the Value is stated to be as at another time, in which case it will be the 5 trading days ending on the trading day prior to the time stated). If that price is quoted in a currency other than A$, that price must be converted into A$ based on the rate published on the Reserve Bank of Australia website (www.rba.gov.au) in respect of the relevant date;

(d) if the consideration offered was in the form of an election of cash and / or securities in an entity that is not listed on any securities exchange, the consideration will be valued based on the cash alternative, even if that was not the consideration that was elected;

(e) in any other case, the value in A$:

(i) as agreed by CAML and the Shareholder (acting reasonably); or

(ii) in the absence of agreement, as determined by an independent expert (acting as expert and not arbitrator and on behalf of CAML and the Shareholder whose decision will be, in the absence of manifest error, final and binding on both CAML and the Shareholder) the identity of which is agreed by CAML and the Shareholder (or in the absence of agreement, such person as nominated by the Chair of the Resolution Institute).

1.2 Interpretation

In this document, except where the context otherwise requires:

(a) the singular includes the plural, and the converse also applies;

(b) the meaning of general words is not limited by specific examples introduced by “including”, “for example”, “such as” or similar expressions;

(c) gender includes other genders;

(d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(e) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this document (unless otherwise indicated), and a reference to this document includes any schedule or annexure;

(f) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(g) a reference to A$, dollars or $ is to the lawful currency of Australia;

(h) a reference to time is, unless otherwise indicated, a reference to that time in London, United Kingdom;

(i) a reference to a party is to a party to this document, and a reference to a party to a document includes that party's executors, administrators, successors and permitted assigns and substitutes;

(j) a reference to a person includes a natural person, partnership, body corporate, joint venture, association, Government Agency or other entity or organisation;

(k) a reference to "law" includes common law, civil law (when in reference to Québec assets or contracts) principles of equity and legislation (including regulations) and for greater certainty includes Securities Laws;

(l) a reference to legislation or to a provision of legislation (including a listing rule or operating rule of a financial market or of a clearing and settlement facility) includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(m) a reference to "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, decrees, by-laws, ordinances and proclamations);

(n) a reference to a body (including an institute, association or authority), other than a party to this document, whether statutory or not:

    (i) which ceases to exist; or

    (ii) whose powers or functions are transferred to another body,

    is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(o) a reference to an agreement other than this document includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;

(p) a reference to liquidation or insolvency includes appointment of an administrator, a reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, bankruptcy, or a scheme, compromise or arrangement with creditors (other than solely with holders of securities or derivatives) or any similar procedure or, where applicable, changes in the constitution of any partnership or third party, or death;

(q) a word or expression defined in the Corporations Act, and which is not defined in **clause 1.1**, has the meaning given to it in the Corporations Act;

(r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(s) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(t) if an act prescribed under this document to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;

(u) a reference to the Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party;

(v) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it;

(w) a reference to something being 'reasonably likely' (or to a similar expression) is a reference to that thing being more likely than not to occur, when assessed objectively;

(x) a reference to conduct includes an omission, statement or undertaking, whether or not in writing; and

(y) headings are for ease of reference only and do not affect interpretation.

(z) where a party is comprised of more than one person (including where the term "Shareholder" refers to more than one entity), unless otherwise specified:

 (A) an obligation of those persons under this document is joint and several;

 (B) a right of those persons is held by each of them severally; and

 (C) any other reference to that party is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately in respect of their respective Shareholder Shares.

1.3 Business Day

If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2 Call Option

2.1 Call Option

(a) Each Shareholder irrevocably grants the Call Option to CAML in respect of its Shareholder Shares (the **Option Shares**).

(b) If CAML exercises the Call Option then each Shareholder must transfer all of its Shareholder Shares to CAML or the Nominee on the terms of this document.

(c) The Call Option confers on CAML the right but not the obligation to give the Shareholders the Option Notice.

2.2 Exercise of the Call Option

(a) CAML may only exercise the Call Option if all of the following conditions have been exercised:

 (i) Cygnus has received a Competing Proposal or any person (including Cygnus) publicly announces a Competing Proposal; and

(ii) the Cygnus Board has announced that a Competing Proposal is a Superior Proposal,

(**Exercise Condition**).

(b) If the Exercise Condition has been satisfied, CAML may exercise the Call Option (in respect of all, and not only some, of the Option Shares) at any time during the Exercise Period.

(c) The Option Notice is irrevocable once given.

(d) CAML may exercise the Call Option and create a contract or contracts for the sale and purchase of all or any of the Option Shares between the Shareholders and:

(i) itself; or

(ii) by duly completing the relevant part of the Option Notice, a Nominee.

2.3 Parties bound

(a) If CAML delivers an Option Notice under **clause 2.2** then CAML or the Nominee (as applicable) as buyer, and each Shareholder, as seller in respect of its Shareholder Shares, are immediately bound under a contract for the sale and purchase of the Option Shares on the Completion Date.

(b) If the Nominee at any time fails or is unable to fulfil its obligations as transferee in respect of the purchase of any Option Shares, then CAML must perform the obligations of the Nominee.

2.4 Lapse of Call Option

If CAML has not delivered an Option Notice to the Shareholders under **clause 2.2**, the Call Option will automatically lapse on the Expiry Date.

2.5 Adjustment

(a) If an Adjustment Event (or its record date) occurs in relation to the Option Shares before Completion, the number of Option Shares or the Exercise Consideration (or both, as applicable) will be adjusted (if required) such that the parties have an equivalent economic outcome to that if the Adjustment Event had not occurred.

(b) If an Adjustment Event (or its record date) occurs in relation to any Option Shares after the date of Completion, the Subsequent Transaction Amount or the Subsequent Third Party Transaction Amount will (if required) be adjusted such that the parties have an equivalent economic outcome to that if the Adjustment Event had not occurred.

3 Sale and purchase of Option Shares

3.1 Terms of sale

If CAML exercises the Call Option under **clause 2.2** then:

(a) Completion of the sale and purchase of the Option Shares must occur on the Completion Date at the offices of Corrs Chambers Westgarth at 6/123A St Georges Terrace, Perth WA 6000 (or at any other time and place that the Shareholders and CAML may agree);

(b) the price for each Option Share is the Exercise Consideration; and

(c) the Option Shares must be sold together with all Rights attaching to them at the time of Completion free and clear from all Encumbrances and other third-party rights.

3.2 Completion

(a) On Completion:

(i) (**transfers**) each Shareholder must do all acts and things and execute and deliver to CAML all documents as required to register and make CAML or the Nominee (as applicable) the legal and beneficial owner of that Shareholder's Shareholder Shares including:

(A) documents which constitute a sufficient transfer of the Option Shares under Part 7.11 of the Corporations Act and the *Corporations Regulations 2001* (Cth);

(B) if the Option Shares are on an Issuer Sponsored Subregister, a copy of the Shareholder's holding statement showing the holding of those shares and its SRN; and

(C) if the Option Shares are on a CHESS Subregister, the Shareholder's HIN and the Shareholder's written instructions to its Sponsoring Participant to deliver those shares to CAML or its Nominee (as applicable).

(ii) (**Exercise Consideration**) CAML must pay the Exercise Consideration in respect of each Option Share to the relevant Shareholder (being the Shareholder which held such Option Share) by procuring that:

(A) the name and address of the relevant Shareholder is entered into the CAML Share register on the Completion Date in respect of the CAML Shares to which that Shareholder is entitled under **clause 3.1**; and

(B) on or as soon as practicable after the Completion Date:

(1) the CREST account notified to CAML by the Shareholder on the date that is 5 Business Days prior to Completion is duly-credited with the number of CAML Shares issued to the Shareholder pursuant to **clause 3.1**; or

(2) a share certificate or holding statement (or equivalent document) is sent to the address of the Shareholder representing the number of CAML Shares issued to the Shareholder pursuant to **clause 3.1**.

(b) Subject to CAML complying with **clause 3.2(a)(ii)**, each Shareholder grants to CAML a power of attorney to execute all documents and take any actions on that Shareholder's behalf which are necessary to give effect to the transfer of that Shareholder's Shareholder Shares.

4 Subsequent Transaction

4.1 Obligation to pay Subsequent Transaction Amount

If Completion occurs, and within 12 months after Completion:

(a) a scheme of arrangement pursuant to which CAML, together with its Associates, acquires 100% of the fully paid ordinary shares in the capital of Cygnus becomes Effective; or

(b) CAML (together with its Associates) receives acceptances in respect of at least 50.1% of the fully paid ordinary shares in the capital of Cygnus under a takeover bid that is either unconditional or becomes unconditional,

(**Subsequent Transaction**), CAML must pay the Subsequent Transaction Amount to the Shareholder (if it is a positive figure), within 7 days of the relevant scheme of arrangement under **clause 4.1(a)** being implemented or the circumstances in **clause 4.1(b)** occurring (as the case requires), as an adjustment to the Exercise Consideration, unless in the case of **clause 4.1(b)**, doing so would contravene section 622 of the Corporations Act.

4.2 Calculation of the Subsequent Transaction Amount

In respect of a Subsequent Transaction, the **Subsequent Transaction Amount** is determined by the following formula:

(Subsequent Transaction Value – Exercise Consideration) x Option Shares

The **Subsequent Transaction Value** per Option Share will be the aggregate of:

(a) in respect of a Subsequent Transaction containing a scrip component, the number of CAML Shares that would have been issued in respect of the Option Shares had the Option Shares not been acquired by CAML under this document (determined as at the date of payment of the Subsequent Transaction Amount); plus

(b) the Value (in A$) of any cash component of the consideration per share in Cygnus actually received by shareholders of Cygnus from CAML (or any of its Associates) under the Subsequent Transaction (excluding, for the avoidance of doubt, any dividends or distributions declared by Cygnus under or in connection with the Subsequent Transaction); plus

(c) the after tax amount of any dividends or distributions declared by Cygnus and to the extent actually paid to CAML (or any of its Associates) in respect of Option Shares where the record date for that dividend or distribution has occurred after Completion but before the time:

   (i) a scheme of arrangement pursuant to which CAML, together with its Associates, acquires 100% of the fully paid ordinary shares in the capital of Cygnus has been implemented; or

   (ii) CAML (or any of its Associates) has received acceptances in respect of at least 50.1% of fully paid ordinary shares in the capital of Cygnus under a takeover bid that is either unconditional or becomes unconditional,

provided that where the Subsequent Transaction offers shareholders of Cygnus an election, the Subsequent Transaction Amount shall be calculated on the basis that a shareholder of Cygnus has elected to receive the standard consideration option offered or, if there is no standard option offered, then the maximum cash option available. For the avoidance of doubt, any Subsequent Transaction Value relating to increased scrip component is payable in additional CAML Shares in accordance with **clause 3.2(a)(ii)**, with any balance payable in cash in accordance with **clause 4.5** (with the intention being the Shareholder receives no more than other Cygnus Shareholders participating in the Subsequent Transaction).

4.3 Obligation to pay Subsequent Third Party Disposal Amount

If Completion occurs and CAML disposes of any of the Option Shares within 12 months after Completion under:

(a) a scheme of arrangement pursuant to which any Third Party (excluding any Associate of CAML) would acquire shares in Cygnus that becomes Effective; or

(b) a takeover bid in respect of shares in Cygnus by any Third Party (excluding any Associate of CAML),

(**Subsequent Third Party Transaction**) or otherwise by way of a disposal or sale to a Third Party (including by way of an on-market sale) (**Other Disposal**), CAML must pay the Subsequent Third Party Disposal Amount (if it is a positive figure) to the Shareholder within 7 days of receipt of:

(c) in the case of a disposal by way of Subsequent Third Party Transaction, the relevant consideration under the scheme of arrangement or takeover bid (as applicable) by CAML; or

(d) in the case of any Other Disposal, the relevant consideration for the disposal of the Option Shares by CAML,

and, in each case, as an adjustment to the Exercise Consideration.

4.4 Calculation of the Subsequent Third Party Disposal Amount

In respect of a Subsequent Third Party Transaction or Other Disposal, the **Subsequent Third Party Disposal Amount** is determined by the following formula:

(*Subsequent Third Party Transaction Value – Exercise Consideration) x Relevant Option Shares*

where:

(a) **Relevant Option Shares** means the number of Option Shares actually disposed of by CAML (or any of its Associates) pursuant to that Subsequent Third Party Transaction or Other Disposal (as applicable); and

(b) **Subsequent Third Party Transaction Value** means, in respect of each Relevant Option Share, the aggregate of:

    (i) the Value of the consideration per share in Cygnus that is payable under a Subsequent Third Party Transaction or Other Disposal (however, and notwithstanding paragraph (c) of the definition of "Value", to the extent that the consideration that CAML (or any of its Associates) receives for Relevant Option Shares is in the form of securities in an entity listed on any securities exchange that CAML (or any of its Associates) then sells on-market to fund payment of the Subsequent Third Party Disposal Amount, the Subsequent Third Party Transaction Value is, to the extent of such sell-down, to be based on the average gross value per Relevant Option Share ultimately realised by CAML (or any of its Associates) (before selling costs) in relation to the relevant securities sold); and

    (ii) the amount of any dividends or distributions declared by Cygnus and to the extent actually paid to CAML (or any of its Associates) in respect of Relevant Option Shares, after deducting any net tax payable by CAML in respect of such dividends or distributions as applicable (subject to allowing for any tax benefits arising to CAML from the payment of the dividends and distributions, as applicable),

and otherwise the amount equal to the price or value for that Option Share received by CAML as consideration for the sale or transfer of the Relevant Option Shares to a Third Party *less* the Exercise Consideration for that Option Share. For the avoidance of doubt, any Subsequent Third Party Disposal Amount payable in cash is payable by CAML in accordance with **clause 4.5** (with the intention being that the Shareholder receives no more than CAML receives in respect of the Option Shares by participating in the Subsequent Third Party Disposal Amount or the Other Disposal.

4.5 Cash consideration

To the extent CAML is required to pay a cash amount to the Shareholder pursuant to **clauses 4.1** or **4.3**, CAML must pay that amount to the Shareholder by bank cheque or electronic funds transfer to an account nominated in writing by the Shareholder.

5 Dealing in Option Shares

5.1 No dealing in Option Shares

(a) Each Shareholder undertakes that it will not, from the date of this document until 5.00 pm on the Expiry Date (other than with the written consent of CAML) Deal with its Shareholder Shares other than pursuant to the Call Option or as permitted by **clause 5.1(b)**.

(b) Nothing in **clause 5.1(a)** restricts or prohibits any Dealing of any Option Shares as otherwise contemplated by this document or in connection with the implementation of a scheme of arrangement in accordance with section 411 of the Corporations Act or a compulsory buyout of securities in accordance with Chapter 6A.1 of the Corporations Act, in each case pursuant to which CAML, together with its Associates, acquires 100% of the Cygnus Shares.

(c) Nothing in this document restricts the Shareholder’s ability to exercise voting rights attaching to any Option Shares in the Shareholder’s absolute discretion before the Call Option is completed in respect of the Option Shares, including to the extent necessary to act in accordance with any voting intention statement it has made publicly in connection with the Scheme.

5.2 No Relevant Interest in Excess Shares

(a) For the avoidance of doubt, nothing in this document is intended to nor does it give rise to CAML coming to have a Relevant Interest in any Excess Shares.

(b) Each Shareholder is free to Deal with any of its Excess Shares in its absolute discretion.

6 Warranties

6.1 Shareholder warranties

Each Shareholder warrants severally (and not jointly) in respect of itself and its Shareholder Shares that:

(a) (**Registration**) it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(b) (**Power and capacity**) it has full power and capacity to enter into and perform its obligations under this document;

(c) (**Corporate Authorisations**) all necessary authorisations for the execution, delivery and performance by the Shareholder of this document in accordance with its terms have been obtained or will be obtained prior to Completion;

(d) (**No legal impediment**) the execution, delivery and performance of this document:

(i) complies with its constitution or other constituent documents (as applicable); and

(ii) does not constitute a breach of any law by which it is bound and which would prevent it from entering into and performing its obligations under this document;

(e) (**Solvency**):

(i) it has not gone, or proposed to go, into liquidation;

(ii) it has not passed a winding up resolution or commenced steps for winding up or dissolution;

(iii) it has not received a deregistration notice or applied for deregistration;

(iv) it has not been presented or threatened with a petition or other process for winding up or dissolution and, so far as the Shareholder is aware, there are no circumstances justifying a petition or other process;

(v) no receiver, receiver and manager, judicial manager, liquidator, administrator, official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of the Shareholder, and, so far as the Shareholder is aware, there are no circumstances justifying such an appointment; or

(vi) it has not entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment of the benefit of its creditors or class of them;

(f) (**Option Shares**) it is the sole legal and beneficial owner of its Shareholder Shares;

(g) (**Option Shares validly issued and fully paid**) its Shareholder Shares have been validly issued, are fully paid and no money is owing to Cygnus in respect of them;

(h) (**Legal Advice**) it has received legal advice about the effect of this document or has had an adequate and reasonable opportunity to seek and receive legal advice about the effect of this document; and

(i) (**Beneficial Ownership**) on Completion, CAML or its Nominee will acquire the full legal and beneficial ownership of its Shareholder Shares subject to registration of CAML or its Nominee in the register of shareholders of Cygnus.

6.2 Shareholder undertaking

Each Shareholder undertakes that on the Completion Date, its Shareholder Shares:

(a) will be free and clear of all Encumbrances; and

(b) will be able to be sold and transferred free of any competing rights, including pre-emptive rights or rights of first refusal.

6.3 CAML warranties

CAML warrants in respect of itself and any Nominee that:

(a) (**Power and capacity**) it has full power and capacity to enter into and perform its obligations under this document;

(b) (**Corporate Authorisations**) all necessary authorisations for the execution, delivery and performance by CAML and any Nominee of this document in accordance with its terms have been obtained;

(c) (**No legal impediment**) the execution, delivery and performance of this document:

(i) complies with its constitution or other constituent documents (as applicable); and

(ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which it is bound and which would prevent it from entering into and performing its obligations under this document; and

(d) (**Solvency**):

(i) it has not gone, or proposed to go, into liquidation;

(ii) it has not passed a winding up resolution or commenced steps for winding up or dissolution;

(iii) it has not received a deregistration notice or applied for deregistration;

(iv) it has not been presented or threatened with a petition or other process for winding up or dissolution and, so far as CAML is aware, there are no circumstances justifying a petition or other process;

(v) no receiver, receiver and manager, judicial manager, liquidator, administrator, official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of CAML, and, so far as CAML is aware, there are no circumstances justifying such an appointment; or

(vi) it has not entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment of the benefit of its creditors or class of them.

6.4 Survival of warranties

The warranties given in this **clause 6**:

(a) survive the execution of this document; and

(b) are regarded as repeated at Completion with regard to the facts and circumstances then subsisting.

6.5 Reliance

Each party acknowledges that the other party has entered into this document and agreed to take part in the transactions that it contemplates in reliance on the warranties made or repeated in this clause.

6.6 Indemnity

Each party indemnifies the other party against any Loss suffered or incurred as a result of its breach of this document.

7 Termination

(a) This document:

(i) automatically terminates without any liability to either party if the Call Option lapses under **clause 2.4**; and

(ii) may be terminated by CAML at any time by written notice to the Shareholders.

(b) On termination:

(i) this document will become void and have no effect (without prejudice to accrued rights of the parties already existing under this document); and

(ii) the Call Option will not be able to be exercised.

8 Withholding tax

(a) If CAML exercises the Call Option and forms the view (in its reasonable opinion acting in good faith) that it is required by Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* to pay amounts to the Commissioner in respect of the acquisition of the Option Shares from a Shareholder (**FRCGW Amount**), then:

(i) CAML is permitted to take the required steps to withhold and remit such amounts to the Commissioner, including deducting from the Exercise Consideration otherwise payable to the Shareholder the number of CAML Shares required to be sold in order to satisfy the FRCGW Amount (taking into account potential fluctuations in the price of CAML Shares);

(ii) the Exercise Consideration payable to the Shareholder shall not be increased to reflect any FRCGW Amounts and the net aggregate Exercise Consideration payable to the Shareholder shall be taken to be in full and final satisfaction of the amount owing to that Shareholder; and

(iii) CAML acknowledges and agrees that it shall not pay any FRCGW Amounts to the Commissioner under this clause with respect to a Shareholder where CAML:

(A) receives a Shareholder Declaration from the Shareholder prior to Completion and CAML does not know that the Shareholder Declaration is false or would otherwise be precluded under Subdivision 14-D from relying on the Shareholder Declaration; or

(B) receives a Nil Variation Notice prior to Completion.

(b) Irrespective of anything to the contrary in this **clause 8**, to the extent the requirements of Subdivision 14-D change between the date of this document and Completion, CAML and the Shareholders agree to take all actions that they agree (each acting reasonably) are necessary and desirable to ensure that, where possible, CAML is not required to pay any amounts to the Commissioner under this **clause 8**.

9 Duties, costs and expenses

9.1 Stamp duty

(a) CAML must pay any stamp duty payable in respect of the execution, delivery and performance of:

(i) this document; and

(ii) any agreement or document entered into or signed under this document.

(b) CAML must pay any fine, penalty or other cost in respect of a failure to pay any stamp duty except to the extent that the fine, penalty or other cost is caused by an act or default on the part of the Shareholder.

(c) CAML indemnifies the Shareholder against any amount payable under **clause 9.1(a)** or **clause 9.1(b)** or both.

9.2 Costs and expenses

Each party must pay its own costs and expenses in relation to the negotiation, preparation, execution and delivery of this document.

10 Notices

10.1 General

A notice, demand, certification, process or other communication relating to this document must be in writing in English and must be signed or sent by the party making the communication or by a person duly authorised by that party.

10.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

(a) personally delivered;

(b) sent to the party's current postal address for notices by pre-paid ordinary mail; or

(c) sent by email to the party's email address for receipt of notices.

Except for delivery by way of email as permitted by this clause, notice must not be given by electronic means of communication.

10.3 Particulars for delivery of notices

(a) The particulars for delivery of notices are initially:

Shareholders

Delivery address:	3rd Floor, The Pearce Building, West Street, Maidenhead, Berks, UK, SL6 1RL
Postal address:	As per above
Email:	[redacted]
For the attention of:	
with a copy via email to:	

CAML

Delivery address	Ground Floor, Heritage House, 2-14 Shortlands, London, UK, W6 8DJ
Postal address:	same as delivery address
Email:	[redacted]
For the attention of:	Gavin Ferrar
with a copy to:	Victoria Usova
	Ground Floor, Heritage House, 2-14 Shortlands, London, UK, W6 8DJ
	[redacted]

(b) Each party may change its particulars for delivery of notices by giving notice to the other party.

10.4 Communications by post

Subject to **clause 10.6**, a communication is given if posted, two Business Days after posting.

10.5 Communications by email

Subject to **clause 10.6**, a communication is given if sent by email when the first of the following occurs:

(a) the sender receiving an automated message confirming delivery; and

(b) two hours after the time that the email was sent (as recorded on the device from which the sender sent the email) provided that the sender does not, within that period, receive an automated message that the email has not been delivered.

10.6 After hours communications

If a communication is given:

(a) after 5.00 pm in the place of receipt; or

(b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

then, other than in respect of any notice expressly required to be given on or prior to the Delivery Time on the Second Court Date, such communication is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

10.7 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this **clause 10** or in accordance with any applicable law.

11 General

11.1 Governing law and jurisdiction

(a) This document is governed by the law in force in England and Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales and of the courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with this document. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

11.2 Invalidity and enforceability

(a) If any provision of this document is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

(b) **Clause 11.2(a)** does not apply where enforcement of the provision of this document in accordance with **clause 11.2(a)** would materially affect the nature or effect of the parties' obligations under this document.

11.3 Waiver

(a) Failure to exercise or enforce, a delay in exercising or enforcing, or the partial exercise or enforcement of any right, power or remedy provided by law or under this document by any party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this document.

(b) Any waiver or consent given by any party under this document is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of any term of this document operates as a waiver of another breach of that term or of a breach of any other term of this document.

11.4 Variation

A variation of any term of this document must be in writing and signed by the parties.

11.5 Relationship of the parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

11.6 Assignment of rights

Except as specifically contemplated in this document, neither party may assign or novate this document or any right, benefit, or obligation under this document or otherwise permit a third party to be substituted for it under this document without the prior written consent of the other party (which consent may be withheld in the absolute discretion of that other party).

11.7 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this document and the transactions contemplated by it.

11.8 Entire agreement

This document states all the express terms of the agreement between the parties in respect of its subject matter.

11.9 No reliance

Neither party has relied on any statement by the other party not expressly included in this document.

11.10 Damages

Each Shareholder acknowledges that monetary damages alone would not be adequate compensation to CAML for breach by any Shareholder of any of its obligations under this document and that CAML is entitled to seek an injunction, specific performance or other equitable remedies from a court of competent jurisdiction if:

(a) any Shareholder fails to comply or threatens to fail to comply with its obligations under this document; or

(b) CAML has reason to believe any Shareholder will not comply with its obligations under this document.

11.11 Counterparts

This document may be executed in any number of counterparts.

Schedule 1 – Option Notice

To: **Ocean Partners Holdings Limited (on behalf of itself and each other Shareholder)**

1 General

Any term used in this Option Notice which is defined in the document dated [insert] between Ocean Partners Holdings Limited, Ocean Partners UK Limited (together, the **Shareholders**) and Central Asia Metals PLC (**CAML**) has the same meaning as in that document.

2 Exercise

Under **clause 2.2** of the document, CAML gives notice that it exercises the Call Option and requires each Shareholder to sell all of its Shareholder Shares to [***CAML or insert name of Nominee***].

3 Completion

The Completion Date is [insert date] and Completion is to take place at [insert time] on the Completion Date at the address set out below:

[insert address at which completion will take place]

date: ______________________

sign here: ______________________

print name: ______________________

Schedule 2 – Shareholders' holdings

Holder of Relevant Interest	**Registered Holder of Securities**	**Class of Securities**	**Number of Securities**	**Person's Votes (%)**
Ocean Partners UK Limited	Canaccord Genuity	Ordinary Shares	120,906,526	9.9%
Total			***120,906,526***	***9.9%***

Execution

Executed as a deed.

Executed and delivered as a deed by **Ocean Partners Holdings Limited** in the presence of:

[redacted]
....
Witness

[redacted]
....
Name of Witness (print)

The Pearce Building, Maidenhead, SL61RL, UK
....
Address

Trader
....
Occupation

[redacted]
....
Authorised Signatory (Director)

[redacted]
....
Name of Authorised Signatory (print)

Executed and delivered as a deed by **Ocean Partners UK Limited** in the presence of:

[redacted]
....
Witness

[redacted]
....
Name of Witness (print)

The Pearce Building, Maidenhead, SL61RL, UK
....
Address

Treasurer
....
Occupation

[redacted]
....
Authorised Signatory (Director)

[redacted]
....
Name of Authorised Signatory (print)

Executed and delivered as a deed by)
Central Asia Metals PLC in the)
presence of:

[redacted]

[redacted]

....
Signature of director

Louise Wrathall
....
Name of director

....
Signature of director

Gavin Ferrar
....
Name of director