Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme: C I RESOURCES LIMITED

ACN/ARSN: ACN 006 788 754

1. Details of substantial holder (1)
Name: KEEN STRATEGY SDN. BHD.
ACN/ARSN (if applicable): N/A

The holder became a substantial holder on 22/12/2011

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	12,000,000	12,000,000	16.47%

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
KEEN STRATEGY SDN. BHD.	LEGAL OWNER OF SHARES	ORD 12,000,000

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
KEEN STRATEGY SDN. BHD.	KEEN STRATEGY SDN. BHD.	KEEN STRATEGY SDN. BHD.	ORDINARY 12,000,000

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	
KEEN STRATEGY SDN. BHD.	22/12/2011	$540,000	—	ORDINARY 12,000,000

6. Associates

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

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

7. Addresses

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

Name	Address
KEEN STRATEGY SDN. BHD.	46, JALAN SEMBILANG 2, KAW 7, TAMAN TELOK PULAI, KLANG, SELANGOR 41100, MALAYSIA.

Signature

print name TAN KEH FENG capacity DIRECTOR

sign here date 22/12/2011

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

(6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(7) Include details of:

(a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".

(9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Keen Strategy Sdn Bhd (Co. No.: 969177-D)

46, Jalan Sembilang 2, Kawasan 7, Telok Pulai
41100 Klang, Selangor. Malaysia.

Date: 22nd December 2011

CCM INTERNATIONAL SDN BHD
13th Floor, Menara PNB
201-A, Jalan Tun Razak
50400 Kuala Lumpur.

ATTN: En. Ibrahim Hussin Salleh

Sir,

RE: PURCHASE OF 12,000,000 'ORDINARY' SHARES IN C I RESOURCES LIMITED HELD BY CCM INTERNATIONAL SDN BHD

We refer to the Share Sale Agreement dated 22nd Dec 2011 entered into between us and your goodself in regard to the above matter.

Attached herewith are the following banker's cheques for a total sum of RM17,234,100.00 in payment of the purchase price of AUD5,400,000.00 (converted at Maybank published rate: the average exch. rate of buyer and seller on 21st Dec 2011 i.e. 3.1915):-

1) PBB, Sungai Jarom, S'gor (039233) amounting RM2,100,000.00
2) HLBB, SS23 PJ (274920) amounting RM5,134,100.00
3) HLBB, SS23 PJ (274921) amounting RM5,000,000.00
4) HLBB, SS23 PJ (274922) amounting RM5,000,000.00

Kindly acknowledge receipt of the above cheques on the duplicate of this letter.

Thank you.

Yours faithfully,

....

Tan Keh Feng
Director

We hereby acknowledge receipt of above cheques

....

22/12/2011

IBRAHIM HUSSIN SALLEH
GENERAL MANAGER, LEGAL
CHEMICAL COMPANY OF MALAYSIA BERHAD

SHARE SALE AGREEMENT

BETWEEN

CCM INTERNATIONAL SDN. BHD.
(Company No. 452818-A)

AND

KEEN STRATEGY SDN. BHD.
(Company No: 969177-D)

SALE AND PURCHASE OF 12,000,000 ORDINARY FULLY PAID SHARES
IN THE CAPITAL OF C I RESOURCES LIMITED

DATED THIS 22 DAY OF DECEMBER , 2011

SHARE SALE AGREEMENT

THIS AGREEMENT is made this 22 day of DECEMBER 2011

Between

CCM INTERNATIONAL SDN. BHD. (Company No: 452818-A) a private company limited by shares incorporated under the laws of Malaysia and having its registered office at 13th Floor, Menara PNB, 201-A, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia (the "Vendor") of one part;

And

KEEN STRATEGY SDN. BHD. (Company No: 969177-D) a private company limited by shares incorporated under the laws of Malaysia and having its registered office at 46, Jalan Sembilang 2, Kaw 7, Taman Telok Pulai, Klang, 41100 Selangor (the "Purchaser") of the other part.

WHEREAS:

A. **C I RESOURCES LIMITED** (Australian Company No. ACN 006 788 754) is a public company limited by shares incorporated under the laws of Australia and has its registered office at 884, Canning Highway, Applecross, Western Australia, 6153 (the "Company"). The Company is an investment holding company and listed on the Australian Securities Exchange ("ASX") operated by the ASX Limited.

B. The Vendor is the legal and beneficial owner of twelve million (12,000,000) ordinary fully paid shares in the capital of the Company (the "Sale Shares").

C. Subject to the terms and conditions of this Agreement, the Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In addition to the above expressions, the following terms in this Agreement have the following meanings which meanings shall extend to all grammatical variations and cognate expressions of the words so defined, where the context so requires:

"Australian Dollars" or "AUD"	means the lawful currency of Australia.
"Business Day"	Subject to Clause 6.6, means a day other than Saturday, Sunday and a day which is a gazetted public holiday in Kuala Lumpur.
"Completion"	means the completion of this Agreement in accordance with Clause 4.
"Completion Date"	means the date for completion of the sale and purchase of the Sale Shares, being the date of execution of this

	Agreement (or such other date as may be mutually agreed upon in writing by the Parties hereto).
"Purchase Price"	subject to Clause 2.6, means the sum of Australian Dollars Five Million And Four Hundred Thousand (AUD5,400,000.00) being the total purchase consideration for the Sale Shares to be satisfied by the Purchaser in the manner set out herein.
"Ringgit Malaysia" or "RM"	means the lawful currency of Malaysia.

1.2 In this Agreement, unless the context otherwise requires:-

(a) Except to the extent that the context requires otherwise, any reference to "this Agreement" is a reference to this Share Sale Agreement, and includes a reference to any document which amends, waives, is supplemental to or novates the terms of this Agreement.

(b) Except where otherwise stated, any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidating legislation shall wherever necessary or appropriate in the context be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared.

(c) The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.

(d) Words denoting persons include bodies corporate, unincorporated associations and partnerships (whether or not having separate legal entity) and vice versa and also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be.

(e) References to "include" and "including" shall be construed without limitation.

(f) Any reference to a recital, sub-paragraph, paragraph, clause, schedule or appendix is to the relevant recital, sub-paragraph, paragraph, clause, schedule or appendix of or to this Agreement.

(g) Where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning.

(h) Where a word or phrase indicates an exception to any of the provisions of this Agreement and a wider construction is possible, such word or phrase is not to be construed *ejusdem generis* with any foregoing words or phrases and where a word or phrase serves only to illustrate or emphasise any of the provisions of this Agreement, such word or phrase is not to be construed, or to take effect as limiting the generality of such provision.

(i) Except where otherwise stated, any reference to "pay", or cognate expressions, includes payments made in cash or effected through inter-bank transfer to the account of the payee, giving the payee access to immediate available, freely transferable, cleared funds.

(j) Any reference to "writing", or cognate expressions, includes any communication effected by telex, cable, facsimile transmission or other comparable means.

(k) Unless otherwise provided, references to "a day" are to be construed as references to a Business Day.

(l) If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.

1.3 The table of contents, headings and sub-headings in this Agreement are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions contained herein.

1.4 English is the governing language of this Agreement and shall prevail over any translations that shall be made of this Agreement. All correspondence, notices or other documents required or permitted hereunder may be drawn up in English and drawings and diagrams shall be annotated in English.

1.5 The Recitals to this Agreement shall have effect and be construed as an integral part of this Agreement, but in the event of any conflict or discrepancy between any of the provisions of this Agreement, such conflict or discrepancy shall, for the purposes of the interpretation and enforcement of this Agreement, be resolved by giving the provisions contained in the Clauses of this Agreement priority and precedence over the provisions contained in the Recitals to this Agreement.

2. PURCHASE, CONSIDERATION AND PAYMENT TERMS

2.1 Subject to the terms and conditions herein contained, the Vendor hereby agrees to sell all of the Sale Shares with effect from the Completion Date and the Purchaser hereby agrees to purchase all of the Sale Shares with effect from the Completion Date, free from all charges, liens or any other encumbrances and with all rights attached or accruing to the Sale Shares.

2.2 Neither the Vendor nor the Purchaser shall be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously in accordance with this Agreement.

2.3 The Purchase Price for the Sale Shares, arrived at on a willing seller willing buyer basis, shall be the cash sum of Australian Dollars Zero Point Four Five (AUD0.45) for each Sale Share making an aggregate consideration of Australian Dollars Five Million And Four Hundred (AUD5,400,000.00) (the "**Purchase Price**").

2.4 The Purchase Price shall be paid at the time and in the manner specified in Clauses 2.5 and 4.4(b)(1) hereof and Completion of the sale of the Sale Shares shall be effected on the terms and conditions contained in Clause 4.

2.5 All payments to be made under this Agreement shall be effected in Ringgit Malaysia. All sums of moneys stated in a currency other than Ringgit Malaysia (including without limitation the Purchase Price) shall for the purpose of effecting payment under this Agreement be converted from that currency into Ringgit Malaysia based on the exchange rate (average of the selling rate and the buying rate) published by Malayan Banking Berhad, Kuala Lumpur Main Branch one (1) Business Day prior to the relevant date of payment.

3. CONDITIONS PRECEDENT

[Not used – there is no Clause 3.]

4. COMPLETION

4.1 Unless otherwise agreed by the parties hereto in writing, Completion of this Agreement shall take place not later than 11.00 a.m. on the Completion Date at the office of the Vendor located at 13th Floor, Menara PNB, 201-A, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia (or at such other time and/or place as may be mutually agreed upon in writing by the parties hereto).

4.2 In the event that the Purchaser fails or is unable to make payment of the Purchase Price in accordance with Clause 4.4(b)(1) below on the Completion Date (except due to a delay caused by the Vendor), the Vendor shall grant an extension to the date of Completion to the day falling on or before seven (7) days from the Completion Date (the "Extended Completion Date") in accordance with Clause 4.3 below.

4.3 Subject to Clause 4.2 above, completion of the sale and purchase of the Sale Shares shall take place at the office of the Vendor located at 13th Floor, Menara PNB, 201-A, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia (or at such other time and/or place as may be mutually agreed upon in writing by the parties hereto) on the Extended Completion Date (or such other date as the Parties may mutually agree in writing, Provided That, the Purchaser shall be liable to pay to the Vendor interest on the Purchase Price or any part thereof outstanding at the rate of ten per cent (10%) per annum calculated on a daily basis from the Completion Date to the day the Purchaser makes payment of the Purchase Price or such part thereof outstanding in accordance with the provisions hereof.

4.4 On the Completion Date or Extended Completion Date (as the case may be), the following shall take place:

(a) the Vendor shall deliver or cause to be delivered to the Purchaser the following, in simultaneous exchange for the Purchaser complying with Clause 4.4(b):

(1) in respect of the Sale Shares, the duly executed, valid and registrable (but unstamped) transfer form for the Sale Shares executed by the Vendor in favour of the Purchaser ("**Transfer Form**");

(2) a copy (certified by its company secretary) of the resolution of the board of directors of the Vendor approving the sale of the Sale Shares

and the execution of this Agreement on the terms and subject to the conditions contained herein; and

(3) a copy (certified by its company secretary) of the resolution of the shareholder of the Vendor approving the sale of the Sale Shares and the execution of this Agreement on the terms and subject to the conditions contained herein,

AND,

(b) simultaneously in exchange for the Vendor complying with Clause 4.4(a), the Purchaser shall:

(1) fully satisfy the Purchase Price by delivering to the Vendor a bank draft in favour of the Vendor for an amount equal to the Purchase Price;

(2) deliver to the Vendor a copy (certified by its company secretary) of the resolution of the board of directors of the Purchaser approving the purchase of the Sale Shares and the execution of this Agreement on the terms and subject to the conditions contained herein; and

(3) deliver to the Vendor a copy (certified by its company secretary) of the resolution of the shareholders of the Purchaser approving the purchase of the Sale Shares and the execution of this Agreement on the terms and subject to the conditions contained herein.

4.5 If either Party fails to fully comply with its obligations under Clause 4.4 by the Completion Date or the Extended Completion Date (as the case may be) and such failure to comply continues for seven (7) days after the receipt of notice in writing from the other Party to comply with the relevant obligations so that the Parties do not complete the sale and purchase of the Sale Shares under this Agreement, then:

(a) the Vendor must return to the Purchaser all documents delivered to the Vendor (or its solicitors) under Clause 4.4; and

(b) the Purchaser must return to the Vendor all documents delivered to the Purchaser (or its solicitors) under Clause 4.4 with the Vendor's rights, title and interest in the Sale Shares intact;

and this Agreement shall thereafter become null and void and cease to have any further force or effect and neither Party shall have any further claims against the other except for any antecedent breach.

4.6 Provided That the Purchaser has fully complied with its obligations under Clause 4.4(b) by the Completion Date or the Extended Completion Date (as the case may be), the Purchaser shall forthwith on Completion cause the Transfer Form duly executed by the Vendor and the Purchaser to be lodged with the Company's share registry for purpose of registration of the transfer of the Sale Shares in favour of the Purchaser not later than two (2) Business Days after the Completion Date or the Extended Completion Date (as the case may be)..

4.7 The Purchaser shall cause the Company's share registry to register the transfer of the Sale Shares in favour of the Purchaser as expeditiously as possible and the

Purchaser shall, upon receipt of the holding statements issued by the Company's share registry in respect of the Sale Shares in favour of the Purchaser as the registered holder of the Sale Shares (or such other appropriate and acceptable evidence that the transfer of the Sale Shares have been registered in favour of the Purchaser), forthwith deliver to the Vendor a copy of the same.

5. TRANSFER NOT REGISTRABLE

5.1 In the event that the duly executed Transfer Form cannot be registered in favour of the Purchaser for any reason whatsoever save for the fault of either of the Parties hereto, the Parties hereto hereby agree that they shall use their best endeavours to:

(a) ascertain the cause or reason for such non-acceptance or rejection or non-registration, as the case may be; and

(b) rectify, remedy and/or overcome such cause or reason and cause the Transfer Form to be accepted for registration and/or registered.

5.2 In the event that that such cause or reason cannot be or is not rectified, remedied and/or overcome within a period of thirty (30) days from the date of such non-acceptance or rejection or non-registration is made known to the Purchaser, either Party hereto may terminate this Agreement by notice in writing to the other whereupon:

(a) the Vendor must return to the Purchaser all documents delivered to the Vendor (or its solicitors) under Clause 4.4;

(b) the Purchaser must return to the Vendor all documents delivered to the Purchaser (or its solicitors) under Clause 4.4 with the Vendor's rights, title and interest in the Sale Shares intact;

(c) the Vendor must repay or caused to be repaid to the Purchaser the Purchase Price (if already paid by the Purchaser to the Vendor) together with the interest accrued thereon within seven (7) Business Days of issuing or receiving the notice referred to above Provided That the Purchaser has returned to the Vendor all documents delivered to it under Clause 4.4 with the Vendor's rights, title and interest in the Sale Shares intact; and

(d) each Party must do everything reasonably required by the other Party to reverse any action taken under Clause 4.4,

and this Agreement shall thereafter become null and void and cease to have any further force or effect and neither Party shall have any further claims against the other except for any antecedent breach.

5.3 The Transfer Form shall for the purpose of this Agreement be deemed to have been registered by the Company's Share Registry in the event the Vendor has not received, within fourteen (14) Business Days from the date that is one (1) Business day after the Completion Date, any written notification from the Company's Share Registry notifying that the registration of the Transfer Form had been rejected by the Company or the Company's Share Registry together with the reasons for such rejection or non-registration.

5.4 For the purpose of Clause 5.2(c) above, the interest accrued on the Purchase Price shall be based on the savings account rate of Malayan Banking Berhad, Kuala Lumpur Main Branch calculated from the date of receipt by the Vendor of the Purchase Price until the date of repayment of the Purchase Price by the Vendor to the Purchaser.

6. VENDOR'S REPRESENTATIONS AND WARRANTIES

6.1 The Vendor hereby represents and warrants as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares and the Vendor is entitled to sell and transfer the full legal and beneficial ownership in the Sale Shares to the Purchaser on the terms and subject to the conditions as set out in this Agreement;

(b) the Vendor has the power to enter into, exercise its rights and perform and comply with its obligations under this Agreement;

(c) this Agreement constitutes valid, binding and enforceable obligations of the Vendor;

(d) no order has been made or petition presented or resolution passed for the winding up of the Vendor and no distress, execution or other process has been levied on any of its assets; and

(e) no receiver has been appointed by any person of the business or assets of the Vendor or any part thereof.

6.2 Each of the Vendor's representations and warranties as set out in Clause 6.1 shall be separate and independent and, save as expressly provided, shall not be limited by reference to any other representations or warranties or any other provisions contained in this Agreement.

6.3 The Vendor makes no other representations and warranties save for those expressly set out in this Agreement.

7. PURCHASER'S REPRESENTATIONS, WARRANTIES & UNDERTAKINGS

7.1 The Purchaser hereby represents and warrants to the Vendor that:

(a) the Purchaser is entitled to purchase and receive the transfer of the full legal and beneficial ownership in the Sale Shares from the Vendor without the consent of any third party or any governmental, regulatory body or relevant competent authority wherever located having jurisdiction over the sale of the Sale Shares or the transactions described in this Agreement on the terms and subject to the conditions as set out in this Agreement;

(b) the Purchaser has the power to enter into, exercise its rights and perform and comply with its obligations under this Agreement;

(c) this Agreement constitutes valid, binding and enforceable obligations of the Purchaser;

(d) no order has been made or petition presented or resolution passed for the winding up of the Purchaser and no distress, execution or other process has been levied on any of its assets;

(e) no receiver has been appointed by any person of the business or assets of the Purchaser or any part thereof;

(f) the Purchaser is not a person connected with a director or substantial shareholder of the Vendor;

(g) the execution, delivery and performance by the Purchaser of his several obligations under this Agreement will not violate the provisions of:
   (i) any law or regulation or any order or decree of any governmental agency or court to which the Company or the Purchaser may be subject (including but not limited to the requirements of the Corporations Act 2001 (Cth)), the Foreign Acquisitions and Takeovers Act 1975 (Cth), the ASX Listing Rules or any securities laws of Australia); or
   (ii) any mortgage contract or other undertaking or instrument to which the Purchaser is a party or which is binding upon the Purchaser or any of his assets;

(h) the acquisition of the Sale Shares by the Purchaser does not trigger any obligation upon the Purchaser and/or persons acting-in-concert with the Purchaser and/or associates of the Purchaser to undertake a take-over of the Company or any other person or otherwise trigger any obligation under any laws and/or regulations governing takeovers, mergers and/or acquisitions of interest in any corporations; and

(i) the Purchaser has taken all actions necessary to enable him to enter into and perform this Agreement and has secured all approvals and consents (governmental or otherwise) required for the performance of the transactions contemplated by this Agreement.

7.2 Each of the Purchaser's representations and warranties as set out in Clause 7.1 shall be separate and independent and, save as expressly provided, shall not be limited by reference to any other representations or warranties or any other provisions contained in this Agreement.

7.3 The Purchaser makes no other representations and warranties save for those expressly set out in this Agreement.

7.4 For the purpose of Clauses 7.1(f), the expressions "substantial shareholder" and "person connected with a shareholder or a director" shall have the same meaning as defined in Section 69D, Sections 122A and 132E of the Companies Act, 1965 of Malaysia.

7.5 The Purchaser agrees to be bound by the Company's constitution upon Completion of the Sale and Purchase of the Sale Shares.

8. GOVERNING LAW

8.1 The construction, validity and performance of this Agreement are governed in all respects by the laws of Malaysia.

8.2 The parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of Malaysia.

9. WAIVER, FORBEARANCE AND VARIATION

9.1 No failure or delay by a party hereto in exercising any right power or privilege hereunder shall operate as a waiver thereof nor affect the other party's liability hereunder nor shall any single or partial execution of any right power or privilege hereby conferred preclude any further exercise thereof or the exercise of any other right power or privilege hereby conferred. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

9.2 This Agreement shall not be varied unless such variation shall be expressly agreed in writing by a duly authorised representative of each party.

10. ANNOUNCEMENTS

10.1 None of the parties hereto shall prior to completion divulge to any third party [except to their respective professional advisers or the Company or except as required by any stock exchange (including without limitation the ASX and the stock exchange operated by Bursa Malaysia Securities Berhad) or by applicable law] any information regarding the existence or subject matter of this Agreement without the prior agreement of the other parties (such agreement not to be unreasonably withheld).

10.2 All announcements and circulars by or on behalf of the Purchaser relating to the transactions to which this Agreement relates shall, as far as possible, be in terms to be agreed between the parties.

11. GENERAL PROVISIONS

11.1 Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the parties but, as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

11.2 The parties hereto hereby covenant with each other that they will respectively sign execute and do all such acts documents and things as may be necessary to give valid effect to the terms and conditions of this Agreement.

11.3 All notices, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by registered post or by facsimile addressed to the intended recipient thereof at its address or facsimile number, and marked for the attention of such person (if any), designated by it to the other party for the purposes of this Agreement. The initial address, facsimile number and person (if any) so designated by the parties are set out below:

The Vendor

Address : 13th Floor, Menara PNB
201-A, Jalan Tun Razak
50400 Kuala Lumpur
Malaysia

Facsimile number : +603-21665150

Attention : En. Abd Rahman Bin Abdullah Thani, Director

The Purchaser

Address : 46, Jalan Sembilang 2,
Kaw 7, Taman Telok Pulai
Klang
41100 Selangor
Malaysia

Facsimile Number : +603- 22876608

Attention : Mr. Tan Keh Feng

11.4 A notice that is sent by:

(a) hand shall be deemed to have been received upon delivery;

(b) registered post shall be deemed to have been received 3 days after posting; and

(c) facsimile shall be deemed to have been served on the day of transmission if transmitted before 5 p.m. and on the following Business Day if transmitted after 5 p.m., subject to receipt by the sender of a transmission report emanating from the facsimile machine of the sender indicating that the notice has been properly transmitted.

11.4 Save as otherwise mentioned herein, each of the parties hereto shall bear its own legal and other costs and expenses incurred in connection with this Agreement and the sale and purchase of the Sale Shares but the Purchaser shall bear and pay:
(a) all stamp duty hereon and on the transfers of the Sale Shares (if any); and
(b) all cost and expenses for the transfer of the Sale Shares in favour of the Purchaser (including without limitation any fees or charges payable to the Company, the relevant share registry, any broker or other person/body).

11.5 This Agreement shall bind the successors in title and permitted assigns of each party hereto.

11.6 This Agreement sets forth the entire agreement and understanding between the parties hereto as to the subject matter hereof and supersedes all prior agreements whether express or implied and whether written or oral.

11.7 Any term condition stipulation provision covenant or undertaking of this Agreement which is illegal, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be fully severable and ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof which shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. Any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term condition stipulation provision covenant or undertaking in any other jurisdiction.

11.8 This Agreement may be executed by the parties on separate counterparts, each of which when so executed shall be an original, but the counterparts shall together constitute one and the same instrument.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands.

VENDOR

Signed by)
Abd Rahman Bin Abdullah Thani and)
Mohammad Nazri Bin Ab Rahim)
for and on behalf of)
CCM INTERNATIONAL SDN. BHD.)
in the presence of:)

Rahman Thani

Abd Rahman Bin Abdullah Thani

Mohammad Nazri Bin Ab Rahim

IBRAHIM HUSSIN SALLEH
GENERAL MANAGER, LEGAL
CHEMICAL COMPANY OF MALAYSIA BERHAD

PURCHASER

Signed by)
TAN KEH FENG)
for and on behalf of)
KEEN STRATEGY SDN. BHD.)
in the presence of:)

KEEN STRATEGY SDN. BHD.
(Co. No. 969177-D)

....
Director

TAN PING HUA
Advocate & Solicitor
Kuala Lumpur.