


## NOTICE OF INITIAL SUBSTANTIAL HOLDER - TITAN RESOURCES LIMITED

The Company announces that it has today been granted a call option to acquire 60 million shares in ASX listed Titan Resources Limited (*Titan*).

The call option was granted by Consolidated Nickel Pty Ltd, a wholly owned subsidiary of ASX listed Consolidated Minerals Limited, and is in respect of approximately 16% of the current issued share capital of Titan. Associates of Reed Resources currently hold approximately 14 million shares in Titan. The grant of the call option accordingly results in Reed Resources holding a relevant interest in approximately 74 million shares in Titan, comprising approximately 19.8% of the current issued share capital of Titan.

On exercise of the call option, Reed Resources must issue one ordinary share in the capital of Reed Resources for every four shares acquired in the capital of Titan. The call option is exercisable in whole or in part in the event that Reed Resources makes an off-market bid to acquire all of the issued share capital of Titan. Reed is not, however, under any obligation to either make such an offer or to exercise the call option.

The Board of Reed Resources has not determined whether or not it will make a bid for Titan. It is in the early stages of evaluating its position and now intends to approach the board of Titan to discuss any opportunities and to conduct due diligence.



David Reed  
**EXECUTIVE CHAIRMAN**

15 September 2005



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

**Notice of initial substantial holder**

To Company Name/Scheme TITAN RESOURCES LIMITED (TIR)

ACN/ARSN 007 247 154

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

Name DAVID JOHN REED and REED RESOURCES LIMITED

ACN/ARSN (if applicable) Reed Resources Limited: ACN 099 116 631

The holder became a substantial holder on 15/09/2005

**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	74,100,000	74,100,000	19.83%

**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
	<b>SEE ANNEXURE A of 1 page</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
Reed Resources Limited	Consolidated Nickel Pty Ltd	Consolidated Nickel Pty Ltd	60,000,000 ord shares
Trucking Nominees Pty Ltd (ACN 008 911 233)	Trucking Nominees Pty Ltd	Trucking Nominees Pty Ltd	14,000,000 ord shares
Judith Mary Reed	Judith Mary Reed	Judith Mary Reed	100,000 ord 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	
	<b>SEE ANNEXURE B of 14</b>	<b>pages</b>		

**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
Reed Resources Limited	David John Reed is Chairman of and holds an effective controlling parcel of shares in Reed Resources Limited
Trucking Nominees Pty Ltd	David John Reed is a director of and principal shareholder in Trucking Nominees Pty Ltd
Judith Mary Reed	Wife of David John Reed who has conferred on him the right to exercise, control the exercise of, or influence the exercise of voting.

**7. Addresses**

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

Name	Address
	<b>SEE ANNEXURE C of 1 page</b>

**Signature**

print name David John Reed

capacity

Both personally in his own right, and, as a director of Reed Resources Limited.

sign here

date

15/09/2005

**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.

**This is Annexure A**  
of 1 page, referred to in the Form 603 Notice of initial substantial holder

**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:

<b>Holder of relevant interest</b>	<b>Nature of relevant interest</b>	<b>Class and number of securities</b>
Reed Resources Limited	Grantee of an option to acquire the whole or part of the fully paid ordinary shares of the Company, pursuant to a Call Option Deed dated 15 September 2005 between Reed Resources Limited and Consolidated Nickel Pty Ltd as grantor, a copy of which is attached as <b>Annexure B</b> of 14 pages.	60,000,000
Trucking Nominees Limited	Registered holder.	14,000,000
Judith Mary Reed	Registered holder.	100,000

**This is Annexure B**  
of 14 pages, referred to in the Form 603 Notice of initial substantial holder

I Christopher John Reed, a director of Reed Resources Limited, certify that the following document attached as Annexure B, is a complete and true copy of the Call Option Deed as executed by the parties, and referred to in Item 3 of this Form 603, Notice of initial substantial holder.



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Signature of Christopher John Reed

# Call Option Deed

Consolidated Nickel Pty Ltd

and

Reed Resources Limited

Level 8  
Wesfarmers House  
40 The Esplanade  
Perth WA 6000  
Australia  
Tel 61 8 9488 3700  
Fax 61 8 9488 3701  
[www.aar.com.au](http://www.aar.com.au)

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<b>Date</b>	14 <sup>th</sup> SEPTEMBER 2005
<b>Parties</b>	
1.	<b>Consolidated Nickel Pty Ltd</b> (ACN 074 722 759) of 28-42 Ventor Avenue, West Perth, Western Australia 6005 (the <i>Grantor</i> ).
2.	<b>Reed Resources Limited</b> (ACN 099 116 631) of 97 Outram Street, West Perth, Western Australia 6005 (the <i>Grantee</i> ).
<b>Recitals</b>	
A	The Grantor is the legal and beneficial owner of the Shares.
B	The Grantor has agreed to grant the Call Option to the Grantee on the terms and conditions set out in this Deed.

It is agreed as follows.

**1. Definitions and Interpretation**

**1.1 Definitions**

In this Deed:

**Business Day** means a day on which banks are open for business in Perth excluding a Saturday, Sunday or public holiday.

**Call Option** means the option to purchase the Shares granted by the Grantor in favour of the Grantee under clause 2.

**Commencement Date** means:

- (a) if the Offer is subject to conditions, the day on which the Offer becomes unconditional; and
- (b) if the Offer is unconditional, the date of despatch of the Offer.

**Company** means Titan Resources Limited (ACN 007 247 154).

**Completion** means completion of the transfer of the Shares under clause 2.5 to the Grantee.

**Completion Date** means the day stated in the Option Notice on which Completion is to occur, and provided that such date shall not be earlier than 3 Business Days after the issue of the Option Notice.

- (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 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 deed to grant or create any of the above.

**Exercise Consideration** means one ordinary share in the capital of the Grantee for every four Shares.

**Exercise Period** means the period commencing on the Commencement Date and ending on the date upon which the Offer Period expires.

**Expert** means an independent chartered accountant:

- (a) agreed by the parties; or
- (b) failing prompt agreement, nominated at the request of either party by the President of the Institute of Chartered Accountants in Australia.

**Expiry Date** means the day which is 3 months after the date of this Deed, unless the Grantee lodges a bidder's statement with the Australian Securities and Investments Commission in relation to the Offer within 3 months after the date of this Deed, in which case, such period shall be extended until the Offer Period expires.

**Offer** means an off-market bid under Part 6 of the Corporations Act to acquire all of the issued share capital of the Company for a consideration per share equal to or greater than the value of the Exercise Consideration.

**Offer Period** means the period during which Offers are open for acceptance (including any extension of such period).

**Option Notice** means a notice from the Grantee to the Grantor substantially in the form set out in schedule 1.

**Reorganisation** includes, in relation to the Company or the Grantee:

- (a) every issue by way of capitalisation of profits or reserves or by way of rights;
- (b) every consolidation or subdivision or reduction of capital;
- (c) every other reconstruction or adjustment relating to the share capital of the Company or the Grantee as the case may be (or to any shares, stock or securities derived from that share capital); and
- (d) any amalgamation, reconstruction or other reorganisation affecting the share capital of the Company or the Grantee as the case may be (or any shares, stock or securities derived from that share capital).

**Shares** means 60,000,000 fully paid ordinary issued shares in the capital of the Company, together with all accretions and rights attaching to those shares (including without limitation, all rights to receive dividends and other distributions declared or paid and to receive or subscribe for shares, notes or options issued by the Company after the date of service of a bidder's statement in relation to the Offer).

## 1.2 Interpretation

In this Deed, headings are for convenience only and do not affect the interpretation of this Deed and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to any thing (including, but not limited to, any right) includes a part of that thing;
- (f) a reference to a clause, party or schedule is a reference to a clause of, and a party and schedule to, this Deed;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assigns;
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it;
- (k) a reference to an asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits;
- (l) a reference to a body (including, without limitation, an institute, association or authority), whether or not it is a statutory body:
  - (i) which ceases to exist; or
  - (ii) whose powers and functions are transferred to any other body,  
refers to the body which replaces it or which substantially succeeds to its powers or functions; and
- (m) a reference to a month is to a calendar month.

## 1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day.

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## 2. Call Option

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### 2.1 Call Option

- (a) The Grantor hereby grants the Call Option to the Grantee.
- (b) If the Grantee exercises the Call Option then the Grantor must transfer to the Grantee the number of Shares stated in the Option Notice.

### 2.2 Exercise of the Call Option

- (a) Subject to clause 2.2(b), the Grantee may exercise the Call Option:
  - (i) by delivering to the Grantor at any time within the Exercise Period a completed and executed Option Notice;
  - (ii) in respect of all or part of the Shares;
  - (iii) only once;
  - (iv) and create a contract for the sale and purchase of the relevant Shares between the Grantor and itself.
- (b) The Grantee may only exercise the Call Option:
  - (i) in respect of such number of the Shares that is a whole number divisible by 4; and
  - (ii) if and to the extent to which upon issue of the Exercise Consideration no person's voting power in the Grantee will increase to 20% or more for the purposes of section 606(1) of the Corporations Act.

### 2.3 Lapse of Call Option

- (a) The Call Option automatically lapses on the Expiry Date.
- (b) If the Call Option lapses under clause 2.3(a) then, without prejudice to the rights of the parties already existing under this Deed:
  - (i) this Deed automatically terminates; and
  - (ii) neither party is liable to the other party for any damages, expenses, losses, actions, claims or demands arising out of the Call Option or in connection with this Deed including without limitation, the indemnities in clauses 4.5 and 4.6.

### 2.4 Parties bound

If the Grantee delivers the Option Notice under clause 2.2 then the Grantee, as buyer, and the Grantor, as seller, are immediately bound under a contract for the sale and purchase of the relevant Shares.

### 2.5 Completion of Share purchase

If the Grantee exercises the Call Option under clause 2.2 then:

- (a) Completion of the sale and purchase of the relevant Shares must occur on the Completion Date at the time and place specified in the Option Notice, or any other time and place that the Grantor and the Grantee may agree;

- (b) on Completion:
  - (i) the Grantor must deliver to the Grantee duly executed transfers in registrable form, subject to stamping, and (if the Shares are held in certificated form) share certificates, in respect of the Shares; and
  - (ii) the Grantee must issue the Exercise Consideration to the Grantor and promptly after the issue of the Exercise Consideration to the Grantor apply to the Australian Stock Exchange for admission to quotation of the Exercise Consideration.

## 3. Sale of Shares

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### 3.1 Right to sell

Notwithstanding any other provision of this Deed, the Grantor is entitled to sell all or part of the Shares by way of accepting:

- (a) the Offer; or
- (b) a takeover offer made by a third party (*Competing Offer*) at a price or value above the Exercise Consideration, if the Grantee has not increased the price payable under the Offer to equal or exceed the price or value offered under the Competing Offer, within 14 days of the Competing Offer being open for acceptance,

unless the Grantee has already exercised the Call Option under clause 2.2.

### 3.2 Call option terminated

If the Grantor elects to sell the Shares by accepting offers pursuant to clause 3.1 then the Call Option automatically lapses and clause 2.3(b)(i) applies.

## 4. Warranties and Indemnities

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### 4.1 Grantor warranties

The Grantor represents and warrants:

- (a) that it has full power and authority to enter into and perform its obligations under this Deed;
- (b) that the entry into and the performance by it of this Deed does not and will not violate, breach or result in a contravention of any law, regulation or authorisation or of its memorandum and articles of association or other constituent documents;
- (c) that the Shares are validly issued and fully paid;
- (d) that it is entitled to sell and transfer full legal and beneficial ownership in the Shares to the Grantee pursuant to this Deed free of any Encumbrance or adverse interest;
- (e) that this Deed and any exercise of the Call Option by the Grantee constitutes its legal valid and binding obligations and subject to any necessary stamping is enforceable in accordance with its terms; and
- (f) that in respect of the offer of the Exercise Consideration it is a sophisticated investor for the purposes of section 708(8) of the Corporations Act.

## 4.2 Grantee warranties

The Grantee represents and warrants:

- (a) that it has full power and authority to enter into and perform its obligations under this Deed;
- (b) that the entry into and the performance by it of this Deed does not and will not violate, breach or result in a contravention of any law, regulation or authorisation or its memorandum and articles of association or other constituent documents; and
- (c) that this Deed and any exercise of the Call Option by it constitutes its legal valid and binding obligations and subject to any necessary stamping is enforceable in accordance with its terms.

## 4.3 Survival of representations and warranties

The representations and warranties given in this clause 4:

- (a) do not merge on Completion; and
- (b) are regarded as repeated at Completion with regard to the facts and circumstances then subsisting.

## 4.4 Other Shares of Grantor

Nothing in this Deed affects the Grantor's right to dispose of or otherwise deal with any shares in the Company to which it is entitled, other than the Shares.

## 4.5 Grantor indemnity

The Grantor indemnifies and holds the Grantee harmless from and against all liabilities, losses, damages, costs or expenses directly or indirectly incurred or suffered by the Grantee as a result of the breach of any of the representations or warranties in clause 4.1 and from and against all actions, proceedings, claims or demands made against the Grantee as a result of any such breach.

## 4.6 Grantee indemnity

The Grantee indemnifies and holds the Grantor harmless from and against all liabilities, losses, damages, costs or expenses directly or indirectly incurred or suffered by the Grantor as a result of the breach of any of the representations or warranties in clause 4.2 and from and against all actions, proceedings, claims or demands made against the Grantor as a result of any such breach.

## 4.7 Damages not an adequate remedy

The Grantor acknowledges that a breach of this Deed cannot be adequately compensated in damages and agrees that in the event of any actual or threatened breach, the Grantee shall be entitled to obtain equitable relief (including an injunction or order for specific performance).

## 5. Effect of reorganisation

- (a) If a Reorganisation occurs between the date of this Deed and Completion then the Exercise Consideration shall be adjusted between the parties as appropriate to take account of the Reorganisation.

- (b) If the Parties are unable to agree between them the appropriate adjustment in respect of the Exercise Consideration following a Reorganisation, then such disagreement shall be deemed to be a 'dispute' for the purposes of the remaining provisions of clause 5.
- (c) If a dispute has not been resolved within 15 Business Days of it arising, it shall be referred to an Expert for resolution.
- (d) The Expert shall be instructed to:
  - (i) decide the dispute within the shortest practicable time; and
  - (ii) deliver a report containing his or her opinion with respect to the matters in dispute and clearly stating the reasons for the decision.
- (e) The Expert shall determine the procedure for dispute resolution. The parties shall provide all information and assistance reasonably requested by the Expert for the purpose of resolving the dispute.
- (f) The Expert shall act in the capacity of independent expert, not as an arbitrator. The Expert's decision shall be conclusive and binding on the parties except in the case of manifest error or bias.
- (g) Each party shall bear its own costs arising from the resolution of a dispute under this clause. The parties shall share the costs of the Expert in equal proportion.

## 6. Duties, Costs and Expenses

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### 6.1 Stamp duty

- (a) The Grantee must pay the stamp duty in respect of the execution, delivery and performance of:
  - (i) this Deed; and
  - (ii) any deed or document entered into or signed under this Deed.
- (b) The grantee 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 Grantor.
- (c) The Grantee indemnifies the Grantor against any amount payable under clause 6.1(a) or clause 6.1(b) or both.

### 6.2 Costs and expenses

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

## 7. Notices

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- (a) Any notice or other communication including but not limited to any request, demand, consent or approval, to or by a party:
  - (i) must be in legible writing and in English addressed as shown below:

(A) if to the Grantor:

Address: 28 Ventnor Avenue  
West Perth WA 6005  
Attention: Mr Michael Kiernan  
Facsimile: 9321 3644

(B) If to the Grantee:

Address: 97 Outram Street,  
West Perth WA 6005  
Attention: Mr David Reed  
Facsimile: 9321 0556

or as specified to the sender by any party by notice;

(ii) must be signed by an authorised person or under the common seal of the sender;

(iii) is to be regarded as having been given by the sender and received by the addressee:

(A) if by delivery in person, when delivered to the addressee;

(B) if by post, 3 Business Days from and including the date of postage to the addressee; or

(C) if by facsimile transmission, when received in its entirety in legible form by the addressee,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as having been received at 9.00am on the following Business Day;

(iv) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

## 8. Governing law

This Deed is governed by the laws of Western Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

## 9. Waiver

(a) This Deed will not be abrogated, prejudicially or detrimentally affected by the granting of time or by a waiver or by the receivership or insolvency or liquidation of the Grantor.

- (b) A right arising out of this Deed or any part of this Deed is only waived by notice in writing signed by the party waiving the right.
- (c) A party does not waive a right arising out of this Deed by a failure to, or delay in exercise of the right, nor by only exercising part of the right.
- (d) A party may not rely on the other party's failure, late exercise or partial exercise of a right, as constituting a waiver of the right.
- (e) A party may not rely on the other party's conduct as a defence to that other party's exercise of any right.

## 10. Variation

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

## 11. Assignment and substitution

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

## 12. Further assurances

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Each party must do all things necessary to give full effect to this Deed and the transactions contemplated by this Deed.

## 13. Time is of the essence

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If any obligation stipulates a time period, then time is of the essence.

## 14. Counterparts

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- (a) This Deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.

## 15. Confidentiality

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- (a) Subject to paragraph (c), the parties must maintain absolute confidentiality in respect of the existence and terms of this Deed.
- (b) Subject to paragraph (c), no disclosure of the existence or terms of this Deed is permitted without the prior written consent of the other party, unless the disclosure is required by law or is made to the party's own officers, auditors or professional advisers who require

knowledge of this Deed in the performance of their duties and who are also subject to an obligation of confidentiality to the disclosing party.

- (c) The Parties acknowledge that the Grantee is required to make announcements to the Australian Stock Exchange in respect of the grant of the Call Option and in respect of any Offer. The Parties therefore agree that the Grantee may make all such announcements to the Australian Stock Exchange as it considers necessary, provided that the Grantor shall to the extent reasonably practicable be provided with a copy of such announcements prior to lodgement with the ASX.

## **16. Entire deed**

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This Deed supersedes all previous agreements in respect to the subject matter and embodies the entire agreement between the parties.

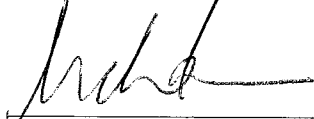
# Call Option Deed

Allens Arthur Robinson 

EXECUTED and delivered as a deed in Perth.

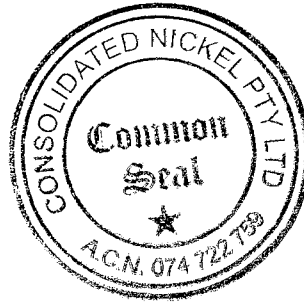
## GRANTOR

Executed for and on behalf of **Consolidated Nickel Pty Ltd** pursuant to s127(1) of the *Corporations Act 2001* by:



Director Signature **Michael Kiernan**  
**Managing Director**

Print Name



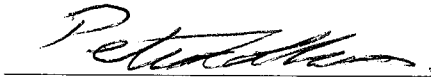
~~Director~~/Secretary Signature

**Neil Greygoose**  
**Company Secretary**

Print Name

## GRANTEE

Executed for and on behalf of **Reed Resources Limited** pursuant to s127(1) of the *Corporations Act 2001* by:



Director Signature

**PETER COLLINS**

Print Name



Director/Secretary Signature

**CHRISTOPHER REED**

Print Name

## Schedule 1

### Option Notice

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To: Consolidated Nickel Pty Ltd

#### 1. General

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Any term used in this Option Notice which is defined in the Deed dated [\*] between Consolidated Nickel Pty Ltd (*Grantor*) and Reed Resources Limited (*Grantee*) has the same meaning as in that Deed.

#### 2. Exercise by Grantee

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Under clause 2 of the Deed, the Grantee gives notice that it exercises the Call Option in respect of [all of the Shares] | [[INSERT NUMBER] of the Shares], and requires the Grantor to sell such Shares to the Grantee.

#### 3. Completion

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The Completion Date is [\*] and Completion is to take place at [\*] on the Completion Date at the address set out below:

[\*]

## **This is Annexure C**

of 1 page, referred to in the Form 603 Notice of initial substantial holder

### **7. Addresses**

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

<b>Name</b>	<b>Address</b>
Reed Resources Limited	97 Outram Street, West Perth, Western Australia 6005
Trucking Nominees Pty Ltd	97 Outram Street, West Perth, Western Australia 6005
David John Reed	97 Outram Street, West Perth, Western Australia 6005
Judith Mary Reed	c/- 97 Outram Street, West Perth, Western Australia 6005
Consolidated Nickel Limited	28 Ventnor Avenue, West Perth, Western Australia 6005.