



15 February 2021

PRE-QUOTATION DISCLOSURE NOTICE

The following information is provided to ASX Limited (**ASX**) for release to the market in connection with the official quotation of 71,085,412 fully paid ordinary shares in PVW Resources Limited (formerly Thred Limited) ACN 124 541 466 (ASX:PVW) (**Company**).

Unless otherwise defined, capitalised terms used in this notice have the same meaning as given in the Company's prospectus dated 4 December 2020 (**Prospectus**).

1. Completion of Acquisition

The Company confirms satisfaction of the conditions precedent (without waiver), and completion of the PVW Acquisition Agreement between the Company and PVW Resources NL (**PVW**) dated 14 September 2020, pursuant to which the Company has acquired 100% of the issued capital of PVW and has issued 24,242,424 Consideration Shares to the PVW Vendors.

2. Issue of further securities

The Company confirms the issue of the following securities:

- (a) 3,200,000 performance rights to nominees of the directors of the Company;
- (b) 2,400,000 options exercisable each at \$0.30 on or before the date that is three (3) years after their issue to nominees of the Company's former directors; and
- (c) 484,848 shares to nominees of the lead manager, CPS Capital Group.

3. Updated statement of commitments

Set out below is an updated statement of commitments based on the actual amount of funds raised under the Prospectus:

Sources of funds	subscription amount \$4,500,000	%
Cash on hand of the Company and PVW	2,300,000	33.8
Funds raised under the Public Offer	4,500,000	66.2
Total funds available	6,800,000	100.0
Use of funds		
Exploration of Leonora Gold Project	1,750,000	25.7
Exploration of Tanami Gold Project	2,450,000	36.0
Exploration of Kalgoorlie Gold Project	700,000	10.3
Administration expenses	1,150,000	16.9
Working capital	150,000	2.2
Expenses associated with the Acquisition (including expenses of the Offers)	600,000	8.8
Total use of funds	6,800,000	100.0

4. Restricted securities

Set out below is a statement setting out the number of securities subject to ASX restrictions and the restriction period applied to those securities.

Period of escrow	Number and type of security
24 months from quotation	3,313,538 shares
12 months from date of issue	316,159 shares
24 months from quotation	2,400,00 options
24 months from quotation	3,200,000 performance rights

5. Capital structure

A statement setting out the Company's capital structure as of Tuesday, 16 February 2021 is set out below:

Securities	Number
Fully paid ordinary shares	71,085,412
Options	2,400,000
Performance rights	3,200,000

6. No impediments to activities

The Company confirms that there are no legal, regulatory, statutory or contractual impediments to the Company entering the Rich Tenements and carrying out exploration activities such that the Company will be able to spend its cash in accordance with its commitments for the purposes of Listing Rule 1.3.2(b).

7. Waivers granted

Listing rule 10.13.5

In connection with the completion of the acquisition of 100% of the issued capital of PVW Resources NL and the Public Offer at \$0.20 per Share to raise up to \$2,500,000 (subsequently amended to \$4,500,000), the Company was granted a waiver from listing rule 10.13.5 to the extent necessary to permit the Company's notice of meeting (**Meeting**) dated 20 November 2020 (**Notice**) seeking shareholder approval for, amongst other things, the issue of up to 2,400,000 options exercisable each at \$0.30 on or before the date that is three (3) years after their issue to the Company's former directors, and 750,000 Public Offer shares and 3,200,000 performance rights to the Company's current directors (together, the **Related Party Securities**) not to state that the Related Party Securities would be issued no later than one (1) month after the date of the Meeting on the following conditions:

- (a) the Related Party Securities are issued by no later than the date that the Public Offer shares are issued which must be no later than 3 months after the date of the Meeting;
- (b) the Related Party Securities are issued pursuant to the relevant terms and conditions set out in the Notice;

- (c) the circumstances of the Company, as determined by the ASX, have not materially changed since the Company's shareholders approved the issue of the Related Party Securities; and
- (d) the terms of the waiver are clearly disclosed in the Notice and in the Prospectus.

Listing rule 9.1(b)

The Company has been granted a waiver from listing rule 9.1(b) to the extent necessary to permit the Company to apply the restrictions in paragraphs 1 and 2 of Appendix 9B (as applicable) to the ordinary shares to be issued to the PVW Vendors, as follows:

- (a) The shares issued to the PVW Vendors who subscribed with cash for their shares in PVW are treated as being held by a related party, promoter or unrelated party seed capitalists of the Company or PVW, as appropriate to each holder.
- (b) Cash formula relief is applicable to those shares that are issued to persons who subscribed for their PVW shares for cash consideration. For the purposes of determining the length of the escrow period for shares issued to unrelated seed capitalists which are subject to 12-month escrow, the 12-month escrow period will begin on the date on which the cash subscription for their shares was made.
- (c) For the purposes of determining the length of the escrow period for shares issued to related party or promoter seed capitalists which are subject to 24 months escrow, the 24 months escrow period will begin on the date of the reinstatement of trading in the Company's securities.

8. Performance Shares

On 13 November 2020, ASX confirmed with the Company that the terms of the Performance Rights are appropriate and equitable for the purposes of Listing Rule 6.1.
The full terms of the Performance Rights are set out in Schedule 1.

9. Proforma audited accounts

Set out in Schedule 2 is a pro forma statement of financial position based on the actual amount of funds raised under the Prospectus.

10. No issue of options

The Company confirms that that CPS Capital Group, lead manager to the Public Offer, will not be receiving any unquoted options as part consideration for its lead manager services pursuant to the transaction.

11. Additional information for release to the market

The Company has separately provided ASX with copies of the following documents for release to the market:

- (a) Appendix 1A and Information Form and Checklist and Annexure 1 – Mining Entities;
- (b) Constitution;
- (c) Prospectus and Supplementary Prospectus;
- (d) audited accounts for the Company and PVW Resources NL for the full years ended 30 June 2019 and 30 June 2020;
- (e) Security Trading Policy;

- (f) a shareholder distribution schedule; and
- (g) a list of the Top 20 shareholders.

Joe Graziano
Company Secretary
PVW Resources Limited

SCHEDULE 1 – TERMS OF PERFORMANCE RIGHTS

PVW Resources Limited Terms of performance rights – February 2021

definitions For the purpose of these terms and conditions, italicised terms not defined in this Schedule 1 have the meaning given in the Glossary in the Company's notice of meeting dated 20 November 2020.

change of control event means

- (a) the occurrence of:
 - (i) the offeror under a takeover offer in respect of all *shares* announcing that it has achieved acceptances in respect of 50.1% or more of the *shares*; and
 - (ii) that takeover bid has become unconditional; or
- (b) the announcement by the *company* that:
 - (i) *shareholders* have at a Court-convened meeting of *shareholders* voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all *shares* are to be either:
 - A. cancelled; or
 - B. transferred to a third party; and
 - (ii) the Court, by order, approves the proposed scheme of arrangement.

expiry date has that meaning given to it in item (b) in the row below.

holder means a holder of a *performance right*.

milestone means a performance milestone set out in items (a)(i) to (a)(iv) in the row below.

**conversion of
performance
rights**

- (a) Milestones

The *performance rights* will vest, and be convertible into *shares*, on the achievement of the following *milestones* and in the following amounts:

- (i) 800,000 *performance rights* vesting on completion of a minimum of 3,000m of drilling;
- (ii) 800,000 *performance rights* vesting on a project having a minimum of 3 significant drilling intersections of at least 5m at 5g/t Au or up to 25m @ 1g/t Au in 3 holes at a minimum step out of 50m x 50m, which exploration results to reported in accordance with the JORC Code (2012);
- (iii) 800,000 *performance rights* vesting on the *company* achieving a JORC-compliant resource of at least 500,000 ounces with a minimum grade of 1 g/t Au; and
- (iv) 800,000 *performance rights* vesting on the completion of a scoping study on a *project*.

- (b) Conversion notice

A *performance right* may be converted by the *holder* giving written notice to the *company* (**conversion notice**) prior to the date that is five (5) years from the date of issue of the *performance right* (**expiry date**).

No payment is required to be made for conversion of a *performance right* to a *share*.

(c) Lapse

To the extent that the *performance rights* have not converted into *shares* on or before the *expiry date*, then all such unconverted *performance rights* held by each *holder* will automatically lapse;

(d) Issue of shares

The *company* will issue a *share* on conversion of a *performance right* within 10 *business days* following the conversion or such period required by the *listing rules*.

(e) Holding statement

The *company* will issue the *holder* with a new holding statement for any *share* issued on conversion of a *performance right* within 10 *business days* following the issue of the *share*.

(f) Ranking of shares

Each *share* into which the *performance rights* will convert will on issue:

- (i) rank equally in all respects (including, without limitation, rights relating to dividends) with other issued *shares*;
- (ii) be issued credited as fully paid;
- (iii) be duly authorised and issued by all necessary corporate action; and
- (iv) be issued free from all liens, charges and encumbrances whether known about or not including statutory and other pre-emption rights and any transfer restrictions.

***conversion
on change of
control***

If there is a *change of control event* in relation to the *company* prior to the conversion of the *performance rights*, then the *milestones* will be deemed to have been achieved by the *expiry date*, and each *performance right* will automatically and immediately convert into shares.

***takeover
provisions***

- (a) If the conversion of *performance rights* under these terms and conditions would result in any person being in contravention of section 606(1) of the *Corporations Act* then the conversion of each *performance right* that would cause the contravention will be deferred until such time or times thereafter that the conversion would not result in a contravention of section 606(1) of the *Corporations Act*. Following a deferment under this paragraph, the *company* will at all times be required to convert that number of *performance rights* that would not result in a contravention of section 606(1) of the *Corporations Act*.
 - (b) The *holders* will give notification to the *company* in writing if they consider that the conversion of *performance rights* under these terms and conditions may result in the contravention of section 606(1) of the *Corporations Act*, failing which the *company* will assume that the conversion of *performance rights* under these terms and conditions will not result in any person being in contravention of section 606(1) of the *Corporations Act*.
 - (c) The *company* may (but is not obliged to) by written notice request the *holders* to give notification to the *company* in writing within seven days if they consider that the conversion of *performance rights* under these terms and conditions may result in the contravention of section 606(1) of the *Corporations Act*. If the *holders* do not give notification to the *company* within seven days that they consider the conversion of *performance rights* under these terms and conditions may result in the contravention of section 606(1) of the *Corporations Act* then the *company* will assume that the conversion of *performance rights* under these terms and conditions will not result in any person being in contravention of section 606(1) of the *Corporations Act*.
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***rights
attaching to
performance
rights***

- (a) Notice of satisfaction of milestone

The *company* will give written notice to the *holder* promptly following satisfaction of a *milestone* or lapse of a *performance right* where the *milestone* is not satisfied.
 - (b) Entitlement

Each *performance right* entitles the *holder* to subscribe for one *share* in the capital of the *company* upon satisfaction of the *milestone* and issue of the *conversion notice* by the *holder*.
 - (c) No voting rights

A *performance right* does not entitle a *holder* to vote on any resolutions proposed at a general meeting of shareholders of the *company*.
 - (d) No dividend rights

A *performance right* does not entitle a *holder* to any dividends.
 - (e) No right to surplus profits or assets

A *performance right* does not entitle a *holder* to participate in the surplus profits or assets of the *company* upon winding up of the *company*.
 - (f) No right to a return of capital

A *performance right* does not entitle a *holder* to a return of capital, whether upon winding up of the *company*, upon a reduction of capital or otherwise.
 - (g) Not transferable

A *performance right* is not transferable.
 - (h) Reorganisation of capital

If there is a reorganisation (including, without limitation, consolidation or sub-division, but excluding a return of capital) of the issued capital of the *company*, the rights of a *holder* will be varied (as appropriate) in accordance with the *listing rules* which apply to reorganisation of capital at the time of the reorganisation.
 - (i) Quotation of shares on conversion

An application will be made by the *company* to *ASX* for official quotation of the *shares* issued upon the conversion of each *performance right* within the time period required by the *listing rules*.
 - (j) Participation in entitlements and bonus issues

A *performance right* does not entitle a *holder* to participate in new issues of capital offered to holders of *shares*, such as bonus issues and entitlement issues.
 - (k) No other rights

A *performance right* does not give a *holder* any other rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
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SCHEDULE 2 – PRO FORMA STATEMENT OF FINANCIAL POSITION

Appendix 4

THRED LIMITED AND ITS SUBSIDIARIES

AUDITED CONSOLIDATED STATUTORY HISTORICAL STATEMENT OF FINANCIAL POSITION AND UNAUDITED CONSOLIDATED PRO FORMA HISTORICAL STATEMENT OF FINANCIAL POSITION

The unaudited pro-forma consolidated statement of financial position represents the audited consolidated Statutory Historical Statement of Financial Position of the Company as at 30 June 2020 adjusted for subsequent events and pro-forma transactions outlined in Note 1 of Appendix 4. It should be read in conjunction with the notes to the historical and pro-forma financial information.

	Note	Actual 30 June 2020 A\$	Unaudited Pro-Forma 30 June 2020 A\$
Current assets			
Cash and cash equivalents	4	2,288,868	6,444,665
Trade and other receivables	5	17,503	29,014
Other assets		39,190	39,190
		<u>2,345,561</u>	<u>6,512,869</u>
Non-current assets			
Property, plant & equipment	6	-	7,714
		<u>-</u>	<u>7,714</u>
Total assets		<u>2,345,561</u>	<u>6,520,583</u>
Current liabilities			
Trade and other payables	7	96,353	131,935
Provisions	8	-	8,010
Borrowings		28,859	28,859
		<u>125,212</u>	<u>168,804</u>
Non-current liabilities			
Provisions	8	-	300,000
		<u>-</u>	<u>300,000</u>
Total Liabilities		<u>125,212</u>	<u>468,804</u>
Net Assets		<u>2,220,349</u>	<u>6,051,779</u>
Equity			
Share capital	9	35,758,537	12,908,793
Reserves	10	760,579	419,100
Retained earnings		(34,298,770)	(7,276,114)
Equity attributable to the owners of Thred Limited		<u>2,220,346</u>	<u>6,051,779</u>
Non-controlling interest		3	0
Total Equity		<u>2,220,349</u>	<u>6,051,779</u>

Investors should note that past results are not a guarantee of past performance.

Appendix 4

NOTES TO THE CONSOLIDATED FINANCIAL POSITION

1. The Preparation of the Unaudited consolidated Pro-Forma Historical Statement of Financial Position

The 30 June 2020 audited consolidated statement of financial position of THD has been adjusted to reflect the impact of the following proposed transactions or actual transactions which have taken place subsequent to 30 June 2020:

- The acquisition by THD of 100% of the issued share capital of PVW, satisfied by the issue of 24,242,424 THD shares at A\$0.20 per share (on a post-consolidation basis). As the acquisition is required to be accounted for as a reverse acquisition the pro-forma financial information has therefore been prepared as a continuation of the business and operations of PVW.
- The consolidation of the Company's capital on the basis that every 75 shares be consolidated into 1 share.
- Pursuant to the Supplementary Prospectus, a capital raising of A\$4,500,000. For the purposes of the pro forma, we have assumed A\$4,500,000 will be raised via the issue of 22,500,000 ordinary shares for A\$0.20 per share (on a post consolidation basis). If more capital was to be raised then the impact would be to increase cash and cash equivalents and issued capital by the amount of the additional cash raised, net of additional costs incurred in raising this additional capital.
- The payment from cash of estimated total expenses of the offer of A\$630,000 of which A\$533,814 has been debited to issued capital as share issue costs and the balance of A\$96,186 expensed to accumulated losses.
- The issue of 2,400,000 options to the Directors with an exercise price of A\$0.30 per option and an expiry date of 3 years after the issue date. These options have been valued using the Black Scholes method at A\$0.1067 per option to give a total value of A\$256,092. This has been expensed in full to accumulated losses.
- The issue of 484,848 ordinary shares for A\$0.20 per share (on post consolidation basis) totaling A\$96,970. This expense has been fully netted off against share capital.
- The issue of 3,200,000 performance rights to the Directors, with below vesting conditions. These performance rights have been valued and will be expensed on a straight-line basis across the vesting period. Nil expense has been allocated to these as at 30 June 2020, therefore no expenditure has been allocated to accumulated losses as at 30 June 2020.
 1. 800,000 performance rights vesting on completion of a minimum of 3,000m of drilling;
 2. 800,000 performance rights vesting on a project having a minimum of 3 significant drilling intersections of at least 5m at 5g/t or equivalent up to 25m @ 1g/t in 3 holes at a minimum step out of 50m x 50m;
 3. 800,000 performance rights vesting on the company achieving a JORC-compliant resource of at least 500,000 ounces with a minimum grade of 1g/t; and
 4. 800,000 performance rights vesting on the completion of a scoping study on a project.
- The issue of 4,950,278 ordinary shares of PVW in settlement of outstanding fees payable to Directors and the company Secretary, at a deemed issue price of \$0.06, totaling \$297,017. This expense has been fully netted off against share capital.