

# GLADIATOR RESOURCES LTD

## Notice of General Meeting

**ASX RELEASE  
20 March 2018**

**GLADIATOR RESOURCES  
LIMITED**

(ABN 58 101 026 859)  
(ACN 101 026 859)

**ASX: GLA**

**CORPORATE DIRECTORY**

Mr Ian Hastings  
*Non-Executive Director*

Mr Ian Richer  
*Non-Executive Director*

Mr Andrew Draffin  
*Non-Executive Director  
& Company Secretary*

**Gladiator Resources Limited**

Level 4, 91 William Street,  
Melbourne Vic 3000  
Tel: (+61 3) 8611 5333  
Fax: (+61 3) 9620 0070

Gladiator Resources Limited (“GLA” or “the Company”) is pleased to announce that a General Meeting of shareholders has been called for 10.00am, 23 April 2018 at Level 4, 91 William Street, Melbourne.

A detailed Notice of Meeting and an Explanatory Memorandum is attached which outlines the business of the meeting.

Primarily the General Meeting is being held to seek shareholder approval for the Company’s proposed acquisition of earn in rights for the North Arunta Project from Thunderbird Metals Pty Ltd, as previously announced on 20 February 2018.

Details of the proposed acquisition and the North Arunta Project are outlined in the Information Memorandum accompanying the Notice of Meeting.

For further information, please contact:

Ian Hastings (Non-Executive Director)  
Telephone: +61 4 0088 0309

Andrew Draffin (Company Secretary)  
Telephone: +61 3 9620 0033



**Notice of General Meeting**

*The General Meeting of*

**GLADIATOR RESOURCES LIMITED**

*ABN 58 101 026 859*

*Will be held at  
at 10 a.m. AEST on  
23 April 2018*

*At*

*Level 4, 91 William Street, Melbourne, VIC 3000*

This Notice of General Meeting is accompanied by the Explanatory Notes and Proxy Form which contain important information regarding the matters to be considered at the Meeting and how to vote on the proposed resolutions. The Proxy Form and Explanatory Notes form part of this Notice and should be read in its entirety.

If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional advisor without delay.

The Directors have determined pursuant to Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 10 a.m. AEST on 21 April 2018.

**GLADIATOR RESOURCES LIMITED**  
**ABN 58 101 026 859**  
**Registered Office: Level 4 91-97 William Street, Melbourne VIC 3000**

**NOTICE OF GENERAL MEETING**

**Notice is given that a General Meeting of Shareholders of Gladiator Resources Limited (“Gladiator” or the “Company”) will be held at Level 4, 91 William Street, Melbourne, VIC 3000 on Monday, 23 April 2018 at 10.a.m. AEST.**

The Explanatory Notes and Proxy Form which accompany and form part of this Notice, describe in more detail the matters to be considered. Please consider this Notice, the Explanatory Notes and the Proxy Form in their entirety.

**AGENDA**

**1. Resolution 1 – Approval of change in Scale of Company’s Activities**

---

To consider and, if thought fit, to pass with or without amendment, the following resolution as an ordinary resolution:

*“That subject to Resolution 2 being passed, for the purposes of Listing Rule 11.1 and for all other purposes, approval be given for the Company to acquire from Thunderbird Metals Pty Ltd the rights to earn an interest in the North Arunta Project, on the terms and conditions set out in the Explanatory Notes to Resolution 1.”*

**Voting Exclusion**

The Company will disregard any votes cast in favour of Resolution 1 by or on behalf of any person who might obtain a benefit (except a benefit solely in the capacity of a holder of ordinary securities) if the resolution is passed, and any Associates of those persons.

However, the Company need not disregard a vote if:

- it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form; or
- it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with the direction on the Proxy Form to vote as the proxy decides.

**2. Resolution 2 – Approval of Issue of Milestone Securities to Thunderbird Vendors**

---

To consider and, if thought fit, to pass with or without amendment, the following resolution as an ordinary resolution:

*“That, subject to Resolution 1 being passed, for the purposes of Listing Rule 7.1 and for all other purposes, approval be given in respect of the issue of up to a maximum of 235 million Milestone Shares and 205 million Milestone Options to the Thunderbird Vendors (or their nominees) on the terms and conditions set out in the Explanatory Notes to Resolution 2.”*

**Voting Exclusion**

The Company will disregard any votes cast in favour of Resolution 2 by or on behalf of:

- a) any person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- b) any Associates of those persons listed out above.

However, the Company need not disregard a vote if:

- it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form; or
- it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with the direction on the Proxy Form to vote as the proxy decides.

*Resolutions 1 and 2 (inclusive) (**Transaction Resolutions**) each relate to the Proposed Transaction and are interdependent upon each other being passed. Unless all Transaction Resolutions are passed, it will be deemed that none of the Transaction Resolutions have been passed. Shareholders should consider the Transaction Resolutions collectively, as well as individually.*

**By Order of the Board of Gladiator Resources Limited**



**Andrew Draffin**  
Company Secretary  
Date: **16 March 2018**

## EXPLANATORY NOTES

### 1. Overview

#### 1.1 Background to the Company

Gladiator Resources Limited (ACN 101 026 859) (the **Company** or **Gladiator**) is a public company listed on the official list of the ASX (ASX Code: GLA) with a principal business of exploration activities, focussing on under-explored mineral properties. Prior to February 2017, these exploration activities had been largely focussed in Northern Uruguay.

#### 1.2 Background on the Change in Nature and Scale of Activities

In February 2017, the Company announced that it had divested its Uruguayan subsidiaries and assets in the Zapucay Iron ore Project. Listing Rule 11.2 approval was obtained by the Company for this divestment, and the notice of meeting for this approval indicated that the Company would upon this divestment cease to have any material assets or operations.

Since then, the Board has been actively pursuing and examining prospective exploration projects both in Australia and abroad.

#### 1.3 Background on the Proposed Transaction

On 20 February 2018, the Company announced that it had entered into a binding heads of agreement (**HOA** or **Heads of Agreement**) with Thunderbird Metals Pty Ltd (ACN 608 077 345) (**Thunderbird**) under which Thunderbird will assign to the Company all of its rights under an agreement (**ABM Agreement**) with ABM Resources NL (ACN 009 127 020) (ASX Code: ABU) (**ABM**) in relation to the North Arunta Project in the Northern Territory (**Proposed Transaction**). Under the Heads of Agreement, the Company will be assigned the right to earn an interest in the tenements comprising the North Arunta Project upon satisfying certain earn-in obligations, including by sole funding \$6.5 million of exploration expenditure over a period of 4.5 years.

The Company considers the North Arunta Project to be an attractive exploration and development asset which will be complementary to the Company's business.

Among other things, this Notice seeks the necessary Shareholder approvals for the Company to proceed with the Proposed Transaction. Resolution 1 seeks Shareholder approval for the change to the scale of the activities of the Company as the result of the Proposed Transaction. Resolution 2 seeks Shareholder approval for the issue of the Milestone Securities.

(Together, Resolution 1 and 2 are referred as **Transaction Resolutions**.)

#### 1.4 The North Arunta Project

The North Arunta Project is composed of a very large, approximately 4,500 square kilometre package of granted tenements and tenement applications in the Northern Territory that are currently 100% owned by ABM (**Figure 1**).

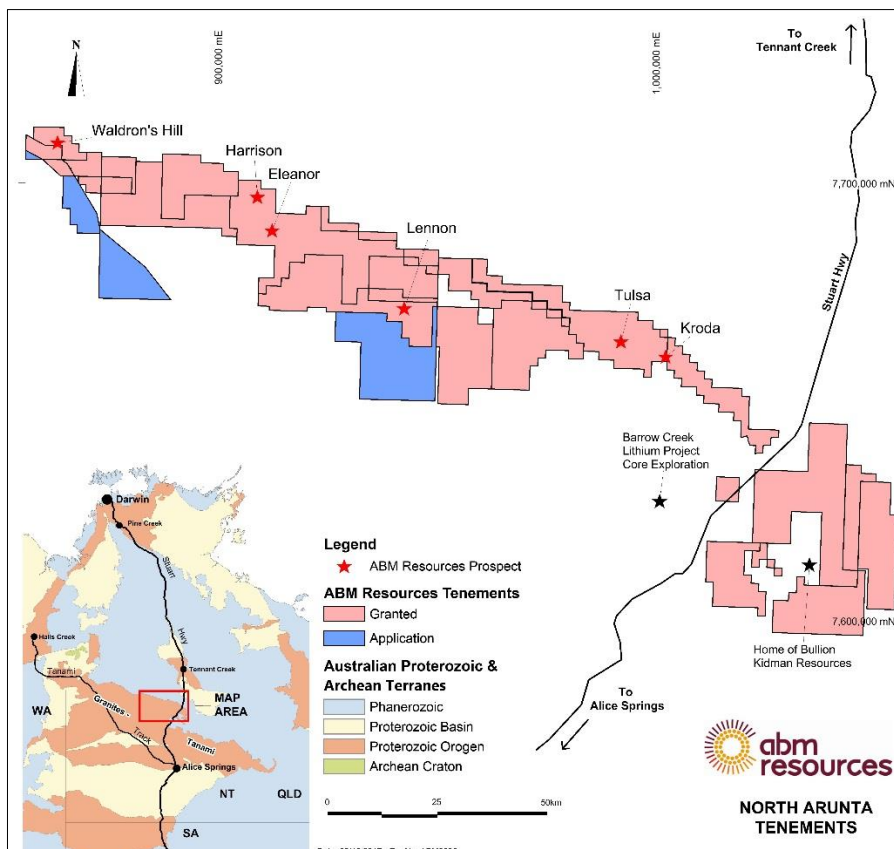
The North Arunta Project covers a >200-kilometre-long gravity ridge associated with a Paleoproterozoic succession of metamorphosed sedimentary rocks of the Lander Rock Formation, dolerite intrusions and large granite intrusions. The Lander Rock Formation is considered a stratigraphic equivalent of the Killi Killi Formation of the Paleoproterozoic Tanami region (c. 300km to the west) that hosts the significant Coyote and Oberon-Titania gold deposits.

The North Arunta Project also sits on the 550km long gold endowed Trans-Tanami Corridor, a first-order crustal-scale fault that is spatially associated with the world class Tanami deposits

including Callie, Tanami and The Granites. The Arunta region has several known mineral occurrences including gold, copper, nickel, zinc, tin and tantalum.

The Kroda gold prospect, which is the most advanced prospect in the North Arunta Project area, is located on EL29896 and close to infrastructure with the Stuart Highway 18 kilometres to the west, and the town of Barrow Creek 30 kilometres to the north and lies 200 kilometres south of Tennant Creek (Figure 1).

Kroda consists of 4 individual prospects (Kroda 1 to 4) with a combined anomalous strike length of 14 kilometres. Kroda is well serviced with infrastructure and is located on pastoral land close to the Stuart Highway, the Ghan Rail Line and the Northern Territory Gas Pipeline.



**Figure 1:** North Arunta Project tenements portfolio subject to the HoA between Gladiator and Thunderbird.

### ABM Resources NL

ABM is an established gold exploration company with a successful track record of discovery in one of Australia's premier gold mining districts. ABM owns gold resources and extensive prospective land holdings in the Central Desert Region of the Northern Territory.

### Thunderbird

Thunderbird is a privately owned, discovery-focused gold exploration company managed and directed by Dr Oliver Kreuzer, Dr Andy Wilde and Dr Kris Butera. Thunderbird's technical team is completed by Dr Amanda Buckingham, Dr Frank Bierlein and Dr Matthew Bruce and has over 120 years of combined mineral exploration and geoscience experience. Thunderbird has developed an award-winning approach to project generation and drill targeting and is adopting cutting-edge geophysical and prospectivity mapping technologies. Thunderbird's team members have deep knowledge of gold, base metals, uranium and strategic metals systems worldwide.

## 1.5 Heads of Agreement

The principle terms of the Heads of Agreement of the Proposed Transaction are as follows:

### Joint Venture Interest

Under the Heads of Agreement, Thunderbird will assign all its rights under the ABM Agreement to the Company and the Company will assume and accept all of Thunderbird's obligations under the ABM Agreement. The HOA provides that the Company will be assigned the rights to earn up to 70% joint venture interest in the North Arunta Project on the following basis:

- (a) the Company will have the exclusive right to earn a 51% interest in the North Arunta Project by expending \$2.5 million on exploration expenditure on the North Arunta Project (***Earn-In Obligations***) over an earn-in period of 2.5 years (***Earn-In Period***);
- (b) upon completing the Earn-In Obligations within the Earn-In Period, the Company will establish a joint venture with ABM. The Company will have the right to earn an additional 19% interest in the North Arunta Project upon expending an additional \$4 million on exploration expenditure within 2 years from the commencement of the joint venture.

On completion of a bankable feasibility study, ABM has the right to elect to:

- (c) convert ABM's 30% interest in the North Arunta Project to a 1.5% net smelter royalty and the Company will make a one-off payment of \$2.5 million in cash within 12 months of commencement of production; or
- (d) co-fund all future exploration and development.

### Consideration

In consideration for the Proposed Transaction, the Company will provide the following consideration shares (***Milestone Shares***) and consideration options (***Milestone Options***) in the share capital of the Company to Thunderbird Vendors or their nominees (together, ***Milestone Securities***):

- (a) 35 million Shares and 35 million Options\* upon the completion of the Proposed Transaction and the Company completing a successful capital raising of \$500,000 (***Milestone 1***);
- (b) 20 million Options\* upon the Company completing a successful capital raising of an additional \$500,000 (***Milestone 2***);
- (c) 50 million Shares upon certification by an independent competent person in accordance with JORC Code 2012 of an Indicated Mineral Resource of 200,000oz Au at a minimum grade of 1.3g/t Au and minimum tonnage of 320,000 tonnes of ore, on the North Arunta Project (***Milestone 3***);
- (d) 50 million Shares and 50 million Options\* upon certification by an independent competent person in accordance with JORC Code 2012 of an Indicated Mineral Resource of 500,000oz Au at a minimum grade of 1.1g/t Au and minimum tonnage of 800,000 tonnes of ore, on the North Arunta Project (***Milestone 4***);
- (e) 50 million Shares and 50 million Options\* upon completion of Milestone 4 and a bankable feasibility study on the North Arunta Project (***Milestone 5***); and
- (f) 50 million Shares and 50 million Options\* upon certification by an independent competent person in accordance with JORC Code 2012 of an Indicated Mineral Resource

of 1,000,000oz Au at a minimum grade of 0.7g/t Au and minimum tonnage of 1,600,000 tonnes of ore, on the North Arunta Project (**Milestone 6**).

(together, **Milestones**)

**Notes:**

*\*The Terms and Conditions of the Options are set out in **Schedule 2**.*

**Conditions Precedent**

The Proposed Transaction is conditional upon, and subject to, a number of conditions precedent, including:

- (a) **Due Diligence Investigations:** Gladiator completing due diligence on Thunderbird, the tenements, and the North Arunta Project to its satisfaction within 30 days;
- (b) **Shareholder Approval:** Gladiator obtaining all requisite shareholder approvals required for the Proposed Transaction under Listing Rules 7.1 and 11.1;
- (c) **ASX waiver:** Gladiator obtaining the necessary waivers from ASX under Listing Rule 7.3.2 to facilitate the issue of Milestone Securities more than three (3) months after the date of the shareholder approval; and
- (d) **Consents:** Gladiator, Thunderbird and ABM obtaining any ministerial consents required for the Proposed Transaction.

**Other Terms**

Under the Heads of Agreement, Thunderbird and Gladiator have agreed to use reasonable endeavours to negotiate, finalise and execute a definitive Deed of Assignment and Assumption to replace the Heads of Agreement on or before 30 March 2018.

The Heads of Agreement contains other terms considered standard for an agreement of this nature, including confidentiality obligations.

**1.6 Effect of the Proposed Transaction on the Company's capital structure**

The table below shows the pro forma capital structure of the Company assuming that the Transaction Resolutions are approved by Shareholders. The proforma capital structure below does not take into account any future capital raisings that the Company may undertake to advance the North Arunta Project.

|  | <b>Shares</b> | <b>Options</b>           |
|--|---------------|--------------------------|
| Current issued capital   | 704,063,538   | 106,666,666 <sup>1</sup> |
| Upon achievement of Milestone 1 - completion of the Proposed Assignment and Gladiator completing a successful capital raising of \$500,000 | 66,666,667    | -                        |
| Proposed issuance of Milestone Securities upon satisfaction of Milestone 1   | 35,000,000    | 35,000,000               |
| Upon achievement of Milestone 2 - Gladiator completing a successful capital raising of \$500,000   | 50,000,000    | -                        |



|   | Shares                    | Options                    |
|---|---------------------------|----------------------------|
| Proposed issuance of Milestone Securities upon satisfaction of Milestone 2  | -                         | 20,000,000                 |
| Proposed issuance of Milestone Securities upon satisfaction of Milestone 3  | 50,000,000                | -                          |
| Proposed issuance of Milestone Securities upon satisfaction of Milestone 4  | 50,000,000                | 50,000,000                 |
| Proposed issuance of Milestone Securities upon satisfaction of Milestone 5  | 50,000,000                | 50,000,000                 |
| Proposed issuance of Milestone Securities upon satisfaction of Milestone 6  | 50,000,000                | 50,000,000                 |
| <b>Maximum total securities on issue by reason of the Proposed Transaction and if all Milestone Securities are issued</b>                   | <b>1,005,730,205</b>      | <b>311,666,666</b>         |
| <b>Maximum percentage increase in total Shares and Options by reason of Proposed Transaction and if all Milestone Securities are issued</b> | <b>42.85%<sup>2</sup></b> | <b>192.19%<sup>3</sup></b> |

**Notes:**

1. Consists of 60,000,000 unlisted options exercisable at \$0.005 on or before 24 July 2022, and 46,666,666 unlisted options exercisable at \$0.005 on or before 20 February 2019.
2. Measured as the percentage increase on the number of Shares on issue as at the date of this Notice. This figure does not take into account any future capital raisings that the Company may undertake to advance the North Arunta Project.
3. Measured as the percentage increase on the number of Options on issue as at the date of this Notice. This figure does not take into account any future capital raisings that the Company may undertake to advance the North Arunta Project

**1.7 Effect of the Transaction on shareholding interests and voting power**

*Changes in issued capital*

If all Milestone Securities proposed to be issued to Thunderbird Vendors or its their nominees are issued, the issue share capital of the Company will increase by a factor of approximately 42.85%. Existing Shareholders will have their shareholding interest in the Company diluted.

The Company may undertake future capital raisings to fund its operations for the North Arunta Project. Any future capital raisings raised in such events would decrease the dilutionary effect of 42.85%.

*Thunderbird's Level of ownership*

Upon achieving Milestone 2, excluding the proposed Milestone Securities proposed to be issued for Milestone 3 – 6, Thunderbird Vendors (or their nominees) will hold approximately 9.88% of the total issued capital of the Company (calculated on a fully diluted basis and assuming that no

Options are exercised). The Company considers that the inclusion of estimation on the level of ownership that Thunderbird Vendors will achieve beyond Milestone 2 would be speculative given that advancing the North Arunta Project beyond Milestone 2 will likely take in excess of 12 months.

#### *Control*

The Proposed Transaction will not result in a change of control of the Company as the Heads of Agreement provides that the Milestone Securities must be issued on a deferred basis, at the relevant Milestones achieved. Subject to a number of exceptions, the takeover provisions under the Corporations Act prohibit a person obtaining a relevant interest of 20% or more of a public company. One exception is obtaining shareholders' approval. The Company is not seeking shareholder approval pursuant to the takeover provisions under the Corporations Act for the issue of the Milestone Shares or Milestone Options.

If, as a result of the issue of Milestone Shares or the exercise of the Milestone Options, the relevant interests held by any of Thunderbird Vendors or their nominees was to exceed 20% of the total issued capital of the Company, the issue of the Milestone Shares or exercise of the Milestone Options will be conditional upon compliance with the takeover provisions of the Corporations Act at the time of issue or exercise.

### **1.8 Pro-forma balance sheet**

An unaudited pro-forma balance sheet of the Company is set out in **Schedule 3**. This unaudited pro forma balance sheet of the Company presents the Company's financial position as at 30 June 2017 as if the Company had, at that date, completed the capital raising of \$1,000,000 and the issuance of 35,000,000 Milestone Shares for the completion of Milestone 1 and 2. The unaudited pro forma balance sheet does not include the impact of the Proposed Transaction beyond Milestone 2 as it would be speculative given that advancing the North Arunta Project beyond Milestone 2 will likely take in excess of 12 months, and the prevailing share price would be speculation.

The accounting entries have been based on the terms of the Heads of Agreement and the assumptions used in order to arrive at an unaudited pro-forma consolidated balance sheet for the Company as at 30 June 2017 are set out at the end of the statement of financial position.

The Company will undertake a comprehensive assessment of the fair value of the assets and liabilities after the completion of the Proposed Transaction.

The unaudited pro forma balance sheet is indicative only. The Company has drawn its own conclusions based on the known facts and other publicly available information. If the factors, circumstances, assumptions or other information should prove to be different to that described, the conclusions may change accordingly.

### **1.9 Effect of the Proposed Transaction on expenditure**

The table below is a summary of the expenditure budgets for the Company over the next 12 months.

These budgets are prepared on the basis that the Company will spend over the 12 months following completion of the Proposed Transaction, a total of \$1,818,750, subject to available capital. These budgets are subject to possible change depending on the outcome of exploration results and other factors beyond the Company's control.

| <b>Expenditure</b>                 | <b>Amount</b>      |
|------------------------------------|--------------------|
| Drilling                           | \$618,750          |
| IP Survey                          | \$250,000          |
| Tenement & CLC                     | \$175,000          |
| Geology & Operations               | \$300,000          |
| Corporate                          | \$175,000          |
| <b>Administration, travel etc.</b> | 300,000            |
| <b>Total</b>                       | <b>\$1,818,750</b> |

**Notes:**

*This table is prepared on the basis that the exploration expenditures will be reviewed on an on-going basis, depending upon the nature of results forthcoming from the respective work programmes. Actual expenditure may differ from the above estimates due to a change in market conditions, the development of new opportunities, the results obtained from exploration and other factors (including the risk factors outlined in section 1.16).*

*If the Proposed Transaction is approved by Shareholders, the Company anticipates that it will undertake a capital raising within 30 days to fund its exploration and development activities.*

**1.10 Effect of Proposed Transaction on revenue or profit**

As the Company's principal activity is resource exploration, the Company does not anticipate that it will generate any near-term revenue or profit from its operations. The Company expects that it will continue to incur operating losses unless and until such time the Company achieves commercial viability through the successful mining of its tenement interests.

**1.11 Effect on Board composition**

On completion of the Proposed Transaction, the Company proposes to appoint to the Board one of Thunderbird's directors, being Dr. Kris Butera. The Board will then comprise Mr Andrew Draffin, Mr Ian Hastings, Mr Ian Richer and Dr. Kris Butera.

**1.12 Company's business model**

Gladiator is an Australian incorporated company which has to date been a minerals exploration company.

Since 2010 to 2017, the Company mainly focussed on iron ore exploration and development operations through the Zapucay Project in Northern Uruguay. The Company has divested the Zapucay Project in February 2017 as further funding for the project could not be raised.

In June 2017, the Company executed a binding agreement to purchase Exploration Licence E52/3104 which is located 250km northeast of Meekatharra in the Murchison Goldfield. This prospect is an extension of the 60km long belt containing the Plutonic and Marymia Gold Mines. As at the date of this Notice, the acquisition of E52/3104 is currently before the Western Australia Department of Mines for ministerial consent and no exploration has been undertaken by the Company.

The Company intends to continue to explore, and if exploration results warrant it, seek to develop, or otherwise realise value from the North Arunta Project if the Proposed Transaction proceeds.

If the Transaction Resolutions are approved by Shareholders, the Company expects that the Company's operation for the 2018/2019 financial year will focus on commencing an exploration program in relation to the North Arunta Project. Other than as disclosed elsewhere in the Explanatory Notes, the Company:

- (a) does not currently intend to make any significant changes to the existing business or business model of the Company;
- (b) does not have any present intention to raise further capital, however significant future funding will be required by the Company to develop the North Arunta Project and the Company may seek to raise additional funds as needed;
- (c) does not currently intend for any property to be transferred by the Company;
- (d) does not currently intend to change the Company's existing financial or dividend policies.

The Company's intentions mentioned in the Explanatory Notes are based on the facts and information regarding the Company and the general business environment which is known to it as at the date of this Notice. Any future decisions will be reached by the Company based on all material information and circumstances at the relevant time. Accordingly, if circumstances change or new information becomes available in the future, the Company's intentions could change.

### 1.13 Indicative timetable

| Event   | Indicative Timing* |
|---|--------------------|
| Despatch of this Notice of Meeting  | 20 March 2018      |
| Thunderbird, Gladiator and ABM to finalise and execute a definitive Deed of Assignment and Assumption | 30 March 2018      |
| Meeting to approve Proposed Transaction   | 23 April 2018      |
| Completion of issuance of all Milestone Securities  | 23 April 2023      |

**Notes:**

*\* Dates in the above table are indicative only. The Directors reserve the right to change the above indicative timetable.*

### 1.14 Reasons for the Proposed Transaction

#### Advantages

The Directors are of the view that the following non-exhaustive list of advantages may be relevant to a Shareholder's decision on how to vote on the Transaction Resolutions.

- (a) The North Arunta Project represents a significant opportunity for the Company. See Section 1.4 for further details regarding the North Arunta Project.
- (b) Since the divestment of the Uruguayan assets in the Zapucay Iron Ore Project, the Company ceased to have any material assets or operations. The Proposed Transaction provides existing Shareholders with the opportunity to realise value for their Shares.
- (c) The Proposed Transaction presents a significant opportunity for the Company to increase the scale of activities which should increase the number and size of the investor pool that may invest in the Company and provide greater market liquidity.
- (d) The intended appointment of Dr. Kris Butera to the Board upon the completion of the Proposed Transaction will bring significant resources and management experience to the Company.

## **Disadvantages**

The Directors are of the view that the following non-exhaustive list of disadvantages may be relevant to a Shareholder's decision on how to vote on Transaction Resolutions:

- (a) The Potential Transaction, if completed, will result in the issue of up to a maximum of 301,666,667 Shares if all the Milestones are achieved. The issue of the Milestone Shares will have a dilutionary effect on existing Shareholders' interest if and when they are issued. The dilutionary effect may be up to approximately 42.85%.
- (b) The Potential Transaction involves the Company changing the scale of its activities to include exploration for gold in the Northern Territory of Australia, and therefore may not be consistent with all Shareholders' investment objectives when they elected to invest in Company.
- (c) There are various risk factors associated with the conduct of mining exploration in Northern Territory, many of which are common with the conduct of mining exploration generally. Please refer to Section 1.16 for an outline of these risk factors.
- (d) There is no guarantee that the exploration proposed to be conducted following the completion of the Proposed Transaction at the North Arunta Project will result in any beneficial economic outcome.

### **1.15 Potential risks**

There are a number of risks associated with change in the Company's scale of the activities and the development and operation of the Company's projects if the Transaction Resolutions are approved and the Proposed Transaction is completed, which may impact on the Company's future performance. In addition, there are various risks inherent in the conduct of any mining exploration activities generally. Shareholders should give careful consideration to each of the risks. A non-exhaustive list of risk factors which the Company could be subject to are as follows:

#### **(a) Lease and licence risks**

The Company's mining exploration activities are dependent upon the grant, or as the case may be, the maintenance of appropriate licences, concessions, leases, permits and regulatory consents which may be withdrawn or made subject to limitations. The maintaining of tenements, obtaining renewals, or getting tenements granted, may depend on the Company being successful in obtaining the required statutory approvals for its proposed activities and that the licences, concessions, leases, permits or consents will be renewed as and when required. There is no assurance that such renewals will be given as a matter of course and there is no assurance that new conditions will not be imposed in connection with them.

#### **(b) General project risks**

The North Arunta Project is located in Northern Territory. The Company will be subject to the risks associated with operating in the Northern Territory. Such risks can include native title claims, native title rights, aboriginal land rights, aboriginal heritage issues, government participation, taxation, working conditions, environmental protection, mine safety, labour relations as well as government control over mining claims or government regulations.

#### **(c) Exploration success**

Mining exploration is a high risk undertaking. There can be no assurance that exploration of the North Arunta Project or any other tenements that may be acquired in the future, will

be successful. The success of the Company depends on a range of factors including geological conditions, delineation of mineable reserves and resources, access to required development capital, limitations on activities due to seasonal weather patterns, unanticipated operation and technical difficulties, industrial and environment accidents, changing government regulations, movement in the price of commodities, and obtaining all consents and approvals necessary for the conduct of its exploration activities.

In the event that exploration on the tenements prove to be unsuccessful, this could result in a reduction of the value of those tenements, diminution in the cash reserves of the Company and possible relinquishment of exploration tenements.

The exploration costs of the Company are based on certain assumptions with respect to the method and timing of exploration. By their nature, these estimates and assumptions are subject to significant uncertainties and accordingly, the actual costs may materially differ from these estimates and assumptions. Accordingly, no assurance can be given that cost estimates and underlying assumptions will be realised in practice, which may materially and adversely affect the Company's viability.

**(d) Resource and reserve estimates**

Resource estimates are expressions of judgement based on knowledge, experience and industry practice. Estimates which were valid when originally calculated may alter significantly when new information or techniques become available. In addition, by their nature, resource estimates are imprecise and depend to some extent on interpretations, which may prove to be inaccurate. As further information becomes available through additional fieldwork and analysis, the estimates are likely to change. This may result in alterations to development and mining plans that may, in turn adversely affect the Company's operations.

**(e) Future capital requirements**

Significant future funding will be required by the Company to develop the North Arunta Project. There can be no assurance that such funding will be available on satisfactory terms or at all. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional funding as needed:

- (i) it may result in the Company not satisfying its earn-in obligations to earn an interest in the North Arunta Project; or
- (ii) it may be required to reduce the scope of its operations and scale back its exploration program,

which may adversely affect the business and financial condition of the Company and its performance.

**(f) Joint venture parties, agents and contractors**

The Company will be subject to a variety of contracts including with contractors, joint venture parties or agents. The Directors are unable to predict the risk of:

- (i) financial failure or default by a participant in any joint venture to which the Company is a party;
- (ii) insolvency or other managerial failure by any of operators and contractors used by the Company in its exploration activities; or

- (iii) insolvency or other managerial failure by any of the other service providers used by the Company or operators for any activity.

**(g) Ability to exploit successful discoveries**

It may not always be possible for the Company to exploit successful discoveries which may be made in areas in which the Company has an interest. Such exploitation would involve obtaining the necessary licences or clearances from relevant authorities or land beneficiaries that may require conditions to be satisfied and/or the exercise of discretions by such authorities. It may or may not be possible for such conditions to be satisfied. Further, the decision to proceed to further exploitation may require participation of other companies whose interests and objectives may not be the same as the Company's.

**(h) Mining and development risks**

Profitability depends on successful exploration and/or acquisition of reserves, design and construction of efficient processing facilities, competent operation and management as well as proficient financial management.

Mining and development operations can be hampered by force majeure circumstances, environmental considerations and cost overruns for unforeseen events.

**(i) Title risks**

Interests in tenements are governed by legislation in their respective jurisdictions and are evidenced by the granting of licences or leases. Each licence or lease is for a specific term and carries with it conditions requiring compliance. Consequently, the Company could lose title to or its interest in tenements if licence conditions are not met or if insufficient funds are available to meet expenditure commitments.

**(j) Operating risks**

The current and future operations of the Company, including exploration, development, and mining activities may be affected by a range of factors.

A summary of further factors that may affect the operations of the Company include:

- (i) geological conditions;
- (ii) unanticipated operational and technical difficulties encountered in geophysical surveys, drilling and production activities;
- (iii) mechanical failure of operating plant and equipment, industrial and environmental accidents, acts of terrorism or political or civil unrest and other force majeure events;
- (iv) industrial action, disputes or disruptions;
- (v) unexpected shortages or increases in the costs of consumables, spare parts, plant and equipment;
- (vi) current exploration operations and future mine development of the tenements are subject to the Company's ability to obtain a wide range permits, licences, and approvals and there is no guarantee that such permits, licences and approvals will be granted or will be granted in a timely matter; and
- (vii) advancement of the operations to mine development can be a lengthy process taking a number of years where the Company's projects may be subject to new laws, regulations, and taxes which may have a material impact on the Company.

The Directors have between them significant mineral exploration and operational experience. However, no assurance can be given that the Company will achieve commercial viability through the successful exploration and/or its mining of its tenement interests. Until the Company is able to realise value from its projects, it is likely to incur ongoing operation losses.

(k) **Access risks**

Where the area of any mining tenements (or part thereof) are subject to other land interests or activities, resource companies are required to negotiate access, compensation and mining agreements with the beneficial party in order to gain access, explore, develop and mine the resource. Negotiation and execution of such agreements are subject to the willingness of beneficial parties to co-operate with resource entities. Land use may also affect the timing of access to such land.

(l) **Environmental risks**

The operations and proposed activities of the North Arunta Project are subject to laws and regulation concerning the environment. As with most exploration projects and mining operations, the Company's operations and activities are expected to have an impact on the environment, particularly if advanced exploration or mine development proceeds. It is the Company's intention to conduct its activities to the highest standard of environmental obligation, including compliance with all environmental laws.

Further, the Company may require approval from the relevant authorities before it can undertake activities that are likely to impact the environment. Failure to obtain such approvals will prevent the Company from undertaking its desired activities. The Company is unable to predict the effect of additional environmental laws and regulations that may be adopted in the future, including whether any such laws or regulations would materially increase the Company's cost of doing business or affect its operations in any area.

(m) **Mineral assemblage and consistency**

The value of, and ability to mine, a resource is partially dependent on the mineral assemblage and/or quality and surrounding geological and soil setting. Information is not always necessarily available at the commencement of exploration, and is established at varying stages throughout development. Such data can affect the Company's ability to successfully extract, treat or sell the product. The Company makes all efforts to determine this information at practical stages throughout exploration to reduce risks associated with mineral assemblage and quality.

(n) **Key personnel**

Recruiting and retaining qualified personnel are important to the Company's success.

Under the HOA, Thunderbird has agreed that it shall continue to provide access to its technical team. However, there is also no assurance that the existing technical team in Thunderbird will not cease to provide services to the Company.

### **1.16 What happens if the Proposed Transaction does not proceed**

In the event Transaction Resolutions are not approved by Shareholders at the Meeting:

- (a) the scale of the Company will not change and the Proposed Transaction will not proceed, neither will the issue of the Milestone Securities be subject to Resolution 2;



- (b) the Company will need to cover the expenses incurred in negotiating the Proposed Transaction;
- (c) the Board will continue to review the Company's projects and other potential new exploration projects with the financial resources available after payment of expenses in relation to the Proposed Transaction;
- (d) the Company will continue to hold its interest in E52/3104.

### **1.17 Related party considerations**

As part of the Proposed Transaction, Thunderbird has indicated that it will nominate Dr Kris Butera to be appointed as a Director of the Company on completion of the Proposed Transaction. As such, pursuant to section 228(6) of the Corporations Act, Dr Kris Butera is a Related Party of the Company as the Company has reasonable grounds to believe that he is likely to become a Director.

Listing Rule 10.11 requires shareholder approval to be obtained where an entity issues, or agrees to issue, securities to a Related Party, or a person whose relationship with the entity or a Related Party is, in ASX's opinion, such that approval should be obtained unless an exception in Listing Rule 10.12 applies. Listing Rule 10.3 and Listing Rule 10.12 Exception 6 provide exceptions to the application of Listing Rule 10.11, where the relevant person is a Related Party by reason only of the relevant transaction and the application of section 228(6) of the Corporations Act. Therefore, the Company relies on Listing Rule 10.12 exception 6 for the purposes of this resolution in not seeking separate Shareholder approval for the issue of Milestone Securities to Dr Kris Butera under Listing Rule 10.11.

### **1.18 Directors' recommendation**

The Directors do not have any material personal interests in the outcome of the Transaction Resolutions and unanimously recommend that Shareholders vote in favour of the Transaction Resolutions as they consider the Proposed Transaction to be in the best interests of Shareholders as after an assessment of the advantages and disadvantages referred to in Section 1.15 of the Explanatory Notes, the Directors are of the view that the advantages outweigh the disadvantages.

## **2. Resolution 1 - Approval of change in Scale of Company's Activities**

### **2.1 General**

The Proposed Transaction, if approved by Shareholders at the Meeting and successfully completed, will result in a change in the scale of the activities undertaken by the Company.

Resolution 1 seeks approval from Shareholders under Listing Rule 11.1.2 for the significant change to the scale of the activities of the Company as a result of the Proposed Transaction.

See Section 1 of the Explanatory Notes for further information on the Proposed Transaction and in particular, Sections 1.6 – 1.11 of the Explanatory Notes for the likely effect that the Proposed Transaction will have on the Company.

Resolution 1 is an ordinary resolution. Resolution 1 is conditional on Resolution 2 being approved.

### **2.2 Listing Rule 11.1**

In summary, Listing Rule 11.1 provides that a listed company that proposes to make a significant change to the nature or scale of its activities must:

- (a) if ASX requires, obtain the approval of shareholders of its ordinary securities to undertake the change; and
- (b) if ASX requires, meet the requirements in Chapter 1 and 2 of the Listing Rules for the admission of a company to the official list of ASX as if the company were applying for its initial admission.

ASX has indicated to the Company that the change in the scale of the Company's activities as a result of the Proposed Transaction requires the Company in accordance with Listing Rule 11.1.2 to obtain Shareholder approval and the Company must comply with any requirements of ASX in relation to the Notice of Meeting. The Company is not required to re-comply with the admission requirements set out in Chapter 1 and 2 of the Listing Rules.

ASX takes no responsibility for the contents of this Notice.

### **3. Resolution 2 - Approval of Issue of Milestone Securities to Thunderbird Metals Pty Ltd**

#### **3.1 General**

As outlined in Section 1.5 of the Explanatory Notes, the Company is proposing to issue the Milestone Securities to Thunderbird Vendors (or their nominees) as consideration for the Proposed Transaction.

#### **3.2 Listing Rule 7.1**

Listing Rule 7.1 provides, in summary, that a company must not, subject to specified exceptions, issue or agree to issue more securities during any 12-month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12-month period without the approval of holders of ordinary securities.

As the agreement to issue Milestone Securities will constitute an agreement to issue securities for the purposes of Listing Rule 7.1 and given that the Milestone Securities to be issued will exceed the Company's available 15% placement capacity, shareholder approval is required under Listing Rule 7.1.

Accordingly, for the purposes of Listing Rule 7.1, Resolution 2 seeks shareholders' approval to allow the Company to issue the Milestone Securities to Thunderbird Vendors or their nominees.

Resolution 2 is conditional on Resolution 1 being approved.

#### **3.3 Technical information required by Listing Rule 7.3**

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 2:

(a) **The maximum number of securities the Company is seeking shareholder approval to issue:**

The maximum number of securities to be issued is 235 million Shares and 205 million Options.

(b) **The date by which the Company will issue the securities:**

The Milestone Securities will be issued in six tranches upon the achievement of the relevant Milestones described in detail in Section 1.5 of the Explanatory Notes. As such, the Milestone Securities will not be issued within three (3) months after the date of the Meeting. The Company has applied to ASX, and obtained a waiver from Listing Rule 7.3.2, with the result that, if Resolution 2 is passed, the Milestone Securities may be issued to Thunderbird Vendors (or their nominees) no later than 60 months from the date of the Meeting on the following basis:

- the Milestone Securities for Milestone 1 to be issued no later than 12 months from the date of the Meeting, subject to the satisfaction of Milestone 1;
- the Milestone Options for Milestone 2 to be issued no later than 24 months from the date of the Meeting, subject to the satisfaction of Milestone 2; and
- the Milestone Securities for Milestone 3, 4, 5 and 6 to be issued no later than 60 months from the Meeting, subject to the satisfaction of the relevant Milestones.

The full terms of the waiver of Listing Rule 7.3.2 that was granted by ASX are set out in **Schedule 5**.

(c) **The issue price of the securities:**

The Milestone Securities will be issued as consideration for the Proposed Transaction. Accordingly, no funds will be raised from the issue of the Milestone Securities. The Company will issue Shares on exercise of the Milestone Options based on the exercise price set out in **Schedule 2**.

(d) **The name of the person to whom the entity will issue the securities, or the basis on which those persons will be selected:**

The Milestone Securities will be issued to the Thunderbird Vendors (or their nominees) in the proportions set out in **Schedule 4**.

As part of the Proposed Transaction, Thunderbird have indicated that it may nominate Dr Kris Butera to be appointed as a Director of the Company on completion of the Proposed Transaction. As such, pursuant to section 228(6) of the Corporations Act, Dr. Kris Butera is a Related Party of the Company as the Company has reasonable grounds to believe that he is likely to become a Director.

Listing Rule 10.11 requires shareholder approval to be obtained where an entity issues, or agrees to issue, securities to a Related Party, or a person whose relationship with the entity or a Related Party is, in ASX's opinion, such that approval should be obtained unless an exception in Listing Rule 10.12 applies. Listing Rule 10.3 and Listing Rule 10.12 Exception 6 provide exceptions to the application of Listing Rule 10.11, where the relevant person is a Related Party by reason only of the relevant transaction and the application of section 228(6) of the Corporations Act. Therefore, the Company relies on Listing Rule 10.12 exception 6 for the purposes of this resolution in not seeking separate Shareholder approval for the issue of Milestone Securities to Dr Kris Butera under Listing Rule 10.11.

(e) **The terms of the securities:**

The Milestone Shares will be issued on the same terms and conditions and rank equally in all respects with the Company's existing fully paid ordinary shares.

The Milestone Options will be issued on the terms and conditions set out in **Schedule 2**.

(f) **The intended use of the funds raised:**

There will not be any funds raised from the issue of the Milestone Securities as they will be issued in consideration for the Proposed Transaction in accordance with the Heads of Agreement.

(g) **Voting exclusion statement**

A voting exclusion statement is included in the Notice.

## SCHEDULE 1 – GLOSSARY

In this Notice and Explanatory Notes, the following terms have the following meaning unless the context otherwise requires.

The following terms have the following meanings in the Explanatory Notes:

**A\$ or \$** means an Australian dollar.

**ABM** means ABM Resources NL (ACN 009 127 020).

**ABM Agreement** has the meaning given to it in section 1.3 of this Notice of Meeting.

**Associate** has the meaning ascribed in the Corporations Act.

**ASX** means ASX Limited or the Australian Securities Exchange, as the context requires.

**AEST** means Australian Eastern Standard Time.

**Board** means the Directors acting as the board of Directors of the Company or a committee appointed by such board of Directors.

**Business Day** means a day on which the ASX is open for trading.

**Chairman** means chairman of the Board, at the time of this meeting being Mr Ian Hastings or alternative.

**Company or Gladiator** means Gladiator Resources Limited (ACN 101 026 859).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Director** means a Director of the Company.

**HOA or Heads of Agreement** has the meaning given to it in section 1.3 of this Notice of Meeting.

**JORC Code** means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves as adopted by the Australasian Joint Ore Reserves Committee (JORC), which is sponsored by the Australian mining industry and its professional organisations, for the purposes of compliance with the Listing Rules.

**JORC Reported** means reported in accordance with the JORC Code.

**Listing Rules** means the Listing Rules of the ASX.

**Meeting** means this general meeting of Shareholders.

**Milestone Shares** has the meaning given to it in section 1.5 of this Notice of Meeting.

**Milestone Options** has the meaning given to it in section 1.5 of this Notice of Meeting.

**Milestone Securities** has the meaning given to it in section 1.5 of this Notice of Meeting.

**Notice** means the Notice of Meeting accompanying the Explanatory Notes;

**Option** means an option to acquire a Share.

**Proposed Transaction** has the meaning given to it in section 1.3 of this Notice of Meeting.

**Proxy Form** means the proxy form attached to the Notice.

**Related Party** has the meaning ascribed in the ASX Listing Rules.

**Resolutions** means the resolutions put to the shareholders of the Company at this meeting.

**Schedule** means a schedule to the Explanatory Notes.

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

**Shareholder** means the Company's existing shareholders at the date of the Notice of Meeting.

**Thunderbird** means Thunderbird Metals Pty Ltd (ACN 608 077 345).

**Thunderbird Vendors** means the parties named in Schedule 4, who will receive the Milestone Securities in the manner set out in Section 1.5 and 3.3(b) of the Explanatory Notes.

**Transaction Resolutions** has the meaning given to it in section 1.3 of this Notice of Meeting.

**VWAP** means the volume weighted average price of Shares for the identified period.

## SCHEDULE 2 – Terms and Conditions of Milestone Options

The general rights and liabilities attaching to the Milestone Options can be summarised as follows:

### 1. Nature of Options

Each Option grants the holder the right but not the obligation to be issued by the Company one Share upon the exercise of the Option.

### 2. Exercise Price and Expiry Date

Each Option issued under the relevant Milestones has the exercise price and the expiry date as follows:

| Milestones                    | Exercise Price   | Expiry Date                                     |
|-------------------------------|--|---|
| Options issued at Milestone 1 | \$0.005  | the date that is 2 years from the date of issue |
| Options issued at Milestone 2 | \$0.01   | the date that is 2 years from the date of issue |
| Options issued at Milestone 4 | at an exercise price of a 15% discount to the 30 Day VWAP for the 30 days immediately prior to the date of issue | the date that is 2 years from the date of issue |
| Options issued at Milestone 5 | at an exercise price of a 15% discount to the 30 Day VWAP for the 30 days immediately prior to the date of issue | the date that is 2 years from the date of issue |
| Options issued at Milestone 6 | at an exercise price of a 15% discount to the 30 Day VWAP for the 30 days immediately prior to the date of issue | the date that is 2 years from the date of issue |

### 3. Exercise of Options

An Option holder may exercise any of its Options at any time after their grant and prior to the Expiry Date by delivery of:

- (a) a copy of a duly executed Option exercise form (**Exercise Form**) to the Company on any Business Day; and
- (b) payment of an amount equal to the Exercise Price multiplied by the number of Shares in respect of which the Options are being exercised at the time.

#### **4. Issue of Shares on exercise of Options**

As soon as reasonably practicable, but no later than on the 10th Business Day following the date of the receipt of a duly completed Exercise Form and the payment referred to in item 1.3(b) of this Schedule, the Company must issue the Shares in respect of which the Options are so exercised by the Option holder and provide to the Option holder holding statements evidencing that such Shares have been recorded on the Company's Share register.

Shares issued on exercise of the Options rank equally with the then Shares of the Company.

#### **5. Bonus issues**

If prior to an exercise of an Option, there is a bonus issue (as referred to in Listing Rule 6.22.3) the number of Shares over which an Option is exercisable shall be increased as specified in Listing Rule 6.22.3.

#### **6. Rights issues**

If prior to an exercise of an Option, there is a pro rata issue (except a bonus issue) as referred to in Listing Rule 6.22.2, the Exercise Price shall be reduced according to the formula in Listing Rule 6.22.2.

#### **7. Reconstruction of capital**

In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, the rights of an Option holder will be changed to comply with the Listing Rules (currently Listing Rule 7.22) applying to a reorganisation of capital at the time of the reorganisation.

#### **8. Cumulative adjustments**

Full effect must be given to the provisions of item 1.5 to 1.7 of this Schedule, as and when occasions for their application arise and in such manner that the effects of the successive applications of them are cumulative, the intention being that the adjustments they progressively effect will be such as to reflect, in relation to the Shares issuable on exercise of the Options outstanding, the adjustments which on the occasions in question are progressively effected in relation to Shares already on issue.

#### **9. No right to participate in new issues**

An Option holder cannot participate in new issues of securities without exercising the Option.

#### **10. Assignability and transferability**

The Options are not freely assignable and transferable without written consent by the Company.

**SCHEDULE 3 – Pro-forma balance sheet**

|                                     | Before<br>transaction<br>based on 30<br>June 2017<br>Accounts | Impact of the<br>transaction | Pro-forma balance<br>sheet post<br>transaction |
|-------------------------------------|---|------------------------------|--|
| <b>ASSETS</b>                       |   |                              |  |
| <b>CURRENT ASSETS</b>               |   |                              |  |
| Cash and cash equivalents           | 91,935  |                              |  |
| Trade and other receivables         | 3,767   | 1,000,000                    | 1,091,935                                      |
|                                     |   | -                            | 3,767  |
| <b>TOTAL CURRENT ASSETS</b>         | <u>95,702</u>   |                              | <u>1,095,702</u>                               |
| <b>NON-CURRENT ASSETS</b>           |   |                              |  |
| Property, plant and equipment       | -   |                              | -  |
| Capitalised exploration expenditure | -   | 175,000                      | 175,000  |
| <b>TOTAL NON-CURRENT ASSETS</b>     | <u>-</u>  |                              | <u>175,000</u>                                 |
| <b>TOTAL ASSETS</b>                 | <u><u>95,702</u></u>  |                              | <u><u>1,270,702</u></u>                        |
| <b>LIABILITIES</b>                  |   |                              |  |
| <b>CURRENT LIABILITIES</b>          |   |                              |  |
| Trade and other payables            | 483,782   |                              | 483,782  |
| Borrowings                          | -   | -                            | -  |
| <b>TOTAL CURRENT LIABILITIES</b>    | <u>483,782</u>  |                              | <u>483,782</u>                                 |
| <b>TOTAL LIABILITIES</b>            | <u>483,782</u>  |                              | <u>483,782</u>                                 |
| <b>NET LIABILITIES</b>              | <u>(388,080)</u>  |                              | <u>786,920</u>                                 |
| <b>EQUITY</b>                       |   |                              |  |
| Issued capital                      | 19,059,707  | 1,175,000                    | 20,234,707                                     |
| Reserves                            | -   |                              | -  |
| Retained earnings                   | (19,447,787)  | -                            | 19,447,787                                     |
| <b>TOTAL EQUITY</b>                 | <u>(388,080)</u>  |                              | <u>786,920</u>                                 |



**Notes:**

1. Pro-forma balance sheet incorporates Milestones 1 and 2 only. The Company's achievement beyond Milestone 2 and the issue of further Milestone Securities beyond Milestone 2 will be take in excess of 12 months and the prevailing share price at the time is speculative;
2. Pro-forma balance sheet incorporates the two capital raising of \$500,00 each, a greater amount of capital may be raised;
3. Capitalised exploration expenditure is based on issue of Milestone Shares (35 million Shares) at the current share price of \$0.005. The actual booked amount will be dependent on the prevailing share price at the date of issue.

#### SCHEDULE 4 – Proportion of Milestone Securities to Thunderbird Vendors

The number of Milestone Securities to be issued to each of the Thunderbird Vendors is set out in the table below:

| Thunderbird Vendors                       | Milestone 1      |                   | Milestone 2      |                   | Milestone 3      |                   | Milestone 4      |                   | Milestone 5      |                   | Milestone 6      |                   | Total            |                   | Percentage of Milestone Securities issued |
|---|------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|-------------------|---|
|   | Milestone Shares | Milestone Options | Milestone Shares | Milestone Options | Milestone Shares | Milestone Options | Milestone Shares | Milestone Options | Milestone Shares | Milestone Options | Milestone Shares | Milestone Options | Milestone Shares | Milestone Options |   |
| Oliver Pierre Kreuzer                     | 3,333,333        | 3,333,333         | -                | 1,904,762         | 4,761,905        | -                 | 4,761,905        | 4,761,905         | 4,761,905        | 4,761,905         | 4,761,905        | 4,761,905         | 22,380,952       | 19,523,910        | 9.52%                                     |
| Insurgent Metals Pty Ltd                  | 3,333,333        | 3,333,333         | -                | 1,904,762         | 4,761,905        | -                 | 4,761,905        | 4,761,905         | 4,761,905        | 4,761,905         | 4,761,905        | 4,761,905         | 22,380,952       | 19,523,910        | 9.52%                                     |
| Andrew Robert Wilde                       | 3,333,333        | 3,333,333         | -                | 1,904,762         | 4,761,905        | -                 | 4,761,905        | 4,761,905         | 4,761,905        | 4,761,905         | 4,761,905        | 4,761,905         | 22,380,952       | 19,523,910        | 9.52%                                     |
| Frank P Bierlein                          | 3,333,333        | 3,333,333         | -                | 1,904,762         | 4,761,905        | -                 | 4,761,905        | 4,761,905         | 4,761,905        | 4,761,905         | 4,761,905        | 4,761,905         | 22,380,952       | 19,523,910        | 9.52%                                     |
| Fathom Geophysics Australia Pty Ltd       | 833,333          | 833,333           | -                | 476,190           | 1,190,476        | -                 | 1,190,476        | 1,190,476         | 1,190,476        | 1,190,476         | 1,190,476        | 1,190,476         | 5,595,238        | 4,880,952         | 2.38%                                     |
| Matthew Donald Bruce                      | 1,666,667        | 1,666,667         | -                | 952,381           | 2,380,952        | -                 | 2,380,952        | 2,380,952         | 2,380,952        | 2,380,952         | 2,380,952        | 2,380,952         | 11,190,476       | 9,761,905         | 4.76%                                     |
| Penelope Greigh Hepple                    | 266,667          | 266,667           | -                | 152,381           | 380,952          | -                 | 380,952          | 380,952           | 380,952          | 380,952           | 380,952          | 380,952           | 1,790,476        | 1,561,905         | 0.76%                                     |
| Alan Frank Cleland                        | 2,000,000        | 2,000,000         | -                | 1,142,857         | 2,857,143        | -                 | 2,857,143        | 2,857,143         | 2,857,143        | 2,857,143         | 2,857,143        | 2,857,143         | 13,428,571       | 11,714,286        | 5.72%                                     |
| Joanna Elizabeth Cleland                  | 66,667           | 66,667            | -                | 38,095            | 95,238           | -                 | 95,238           | 95,238            | 95,238           | 95,238            | 95,238           | 95,238            | 447,619          | 390,476           | 0.19%                                     |
| William Robert Cleland                    | 333,333          | 333,333           | -                | 190,476           | 476,190          | -                 | 476,190          | 476,190           | 476,190          | 476,190           | 476,190          | 476,190           | 2,238,095        | 1,952,381         | 0.95%                                     |
| John Malcolm Cleland                      | 666,667          | 666,667           | -                | 380,952           | 952,381          | -                 | 952,381          | 952,381           | 952,381          | 952,381           | 952,381          | 952,381           | 4,476,190        | 3,904,762         | 1.91%                                     |
| Dale Park Pty Ltd as trustee for the Dale | 3,333,333        | 3,333,333         | -                | 1,904,762         | 4,761,905        | -                 | 4,761,905        | 4,761,905         | 4,761,905        | 4,761,905         | 4,761,905        | 4,761,905         | 22,380,952       | 19,523,810        | 9.52%                                     |

|  |                   |                   |          |                   |                   |          |                   |                   |                   |                   |                   |                   |                    |                    |             |  |
|--|-------------------|-------------------|----------|-------------------|-------------------|----------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|--------------------|-------------|--|
| Park Superannuation Fund                     |                   |                   |          |                   |                   |          |                   |                   |                   |                   |                   |                   |                    |                    |             |  |
| Fathom Geophysics Australia Pty Ltd (top up) | 2,500,000         | 2,500,000         | -        | 1,428,571         | 3,571,429         | -        | 3,571,429         | 3,571,429         | 3,571,429         | 3,571,429         | 3,571,429         | 3,571,429         | 16,785,714         | 14,642,857         | 7.14%       |  |
| Padlooka Investments Pty Ltd                 | 2,500,000         | 2,500,000         | -        | 1,428,571         | 3,571,429         | -        | 3,571,429         | 3,571,429         | 3,571,429         | 3,571,429         | 3,571,429         | 3,571,429         | 16,785,714         | 14,642,857         | 7.14%       |  |
| White Hutt Investments Pty Ltd               | 2,500,000         | 2,500,000         | -        | 1,428,571         | 3,571,429         | -        | 3,571,429         | 3,571,429         | 3,571,429         | 3,571,429         | 3,571,429         | 3,571,429         | 16,785,714         | 14,642,857         | 7.14%       |  |
| Second Last Chance Pty Ltd                   | 5,000,000         | 5,000,000         | -        | 2,857,143         | 7,142,857         | -        | 7,142,857         | 7,142,857         | 7,142,857         | 7,142,857         | 7,142,857         | 7,142,857         | 33,571,429         | 29,285,714         | 14.29%      |  |
| <b>Total</b>                                 | <b>35,000,000</b> | <b>35,000,000</b> | <b>-</b> | <b>20,000,000</b> | <b>50,000,000</b> | <b>-</b> | <b>50,000,000</b> | <b>50,000,000</b> | <b>50,000,000</b> | <b>50,000,000</b> | <b>50,000,000</b> | <b>50,000,000</b> | <b>235,000,000</b> | <b>205,000,000</b> | <b>100%</b> |  |

## SCHEDULE 5

### The terms of the waiver of Listing Rule 7.3.2 as granted by ASX, are set out below:

1. Based solely on the information provided, ASX Limited (“ASX”) grants Gladiator Resources Limited (the “Company”) a waiver from listing rule 7.3.2 to the extent necessary to permit the notice of meeting (the “Notice”) seeking shareholder approval for the issue up to a total of:
  - 1.1 35,000,000 fully paid ordinary shares and 35,000,000 options with an exercise price of \$0.005 and 2 years expiry period to Thunderbird Metals Pty Ltd (“Thunderbird”) (“Milestone 1 Securities”), not to state that the Milestone 1 Securities will be issued no later than 3 months after the date of the meeting;
  - 1.2 20,000,000 options with an exercise price of \$0.01 and 2 years expiry period to Thunderbird (“Milestone 2 Securities”), not to state that the Milestone 2 Securities will be issued no later than 3 months after the date of the meeting;
  - 1.3 50,000,000 fully paid ordinary shares to Thunderbird (“Milestone 3 Securities”), not to state that the Milestone 3 Securities will be issued no later than 3 months after the date of the meeting;
  - 1.4 50,000,000 fully paid ordinary shares and 50,000,000 options with an exercise price of a 15% discount to the 30 day volume weighted average price (“VWAP”) for the 30 days immediately prior to the date of issue and 2 years expiry period to Thunderbird (“Milestone 4 Securities”), not to state that the Milestone 4 Securities will be issued no later than 3 months after the date of the meeting;
  - 1.5 50,000,000 fully paid ordinary shares and 50,000,000 options at an exercise price of a 15% discount to the 30 day VWAP for the 30 days immediately prior to the date of issue and 2 years expiry period to Thunderbird (“Milestone 5 Securities”), not to state that the Milestone 5 Securities will be issued no later than 3 months after the date of the meeting; and
  - 1.6 50,000,000 fully paid ordinary shares and 50,000,000 options at an exercise price of a 15% discount to the 30 day VWAP for the 30 days immediately prior to the date of issue and 2 years expiry period to Thunderbird (“Milestone 6 Securities”), not to state that the Milestone 6 Securities will be issued no later than 3 months after the date of the meeting, (together, the “Milestone Securities”).
2. The waiver is subject to the following conditions:
  - 2.1 The Company issues the Milestone 1 Securities to Thunderbird no later than 12 months from the date of the meeting, subject to satisfaction of the relevant milestone.
  - 2.2 The Company issues the Milestone 2 Securities to Thunderbird no later than 24 months from the date of the meeting, subject to satisfaction of the relevant milestone.
  - 2.3 The Company issues the Milestone 3 Securities, Milestone 4 Securities, Milestone 5 Securities and Milestone 6 Securities to Thunderbird no later than 60 months from the date of the meeting, subject to satisfaction of the relevant milestones.
  - 2.4 For any annual reporting period during which any of the Milestone Securities have been issued or any of them remain to be issued, the Company's annual report sets out in detail

the number of Milestone Securities issued during the reporting period, the number of Milestone Securities that remain to be issued and the basis on which the Milestone Securities may be issued.

- 2.5 In any half year or quarterly report for a period during which any of the Milestone Securities have been issued or remain to be issued, the Company must include a summary statement of the number of Milestone Securities issued during the reporting period, and the number of Milestone Securities that remain to be issued and the basis on which the Milestone Securities may be issued.
- 2.6 The Company includes the terms of this waiver in the Notice.
- 2.7 The Notice contains the full terms and conditions on which the Milestone Securities are proposed to be issued.
- 2.8 The milestones which must be satisfied for the Milestone Securities to be issued are not varied.

---

# APPOINTMENT OF PROXY FORM

---

**GLADIATOR RESOURCES LIMITED**  
ACN 101 026 859

## GENERAL MEETING

I/We

of:

being a Shareholder entitled to attend and vote at the Meeting, hereby appoint:

Name:

**OR:**

the Chair of the Meeting as my/our proxy.

or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit, at the Meeting to be held at **10 a.m. (AEST) on Monday, 23 April 2018 at Level 4, 91 William Street, Melbourne, VIC 3000**, and at any adjournment thereof.

**The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.**

---

### Voting on business of the Meeting

|              |  | FOR                      | AGAINST                  | ABSTAIN                  |
|--------------|--|--------------------------|--------------------------|--------------------------|
| Resolution 1 | Approval of change in Scale of Company's Activities              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Resolution 2 | Approval of Issue of Milestone Securities to Thunderbird Vendors | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Please note:** If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

### Chairman's Voting Intention

The Chair intends on voting all undirected proxies in favour of the Resolution.

In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

### No Direction on how to vote - General

If you do not direct your proxy on how to vote as your proxy in respect of the resolution/s, the Proxy may cast your vote as the Proxy thinks fit or may abstain from voting. By signing this appointment, you acknowledge that, subject to the *Corporations Act 2001* (Cth), the proxy may exercise your proxy even if he/she has an interest in the outcome of the resolution/s and even if votes cast by him/her other than as proxy holder will be disregarded because of that interest.

If two proxies are being appointed, the proportion of voting rights this proxy represents is: \_\_\_\_\_ %

### Signature of Shareholder(s):

**Individual or Shareholder 1**

Sole Director/Company Secretary

**Shareholder 2**

Director

**Shareholder 3**

Director/Company Secretary

**Date:** \_\_\_\_\_

**Contact name:** \_\_\_\_\_

**Contact ph (daytime):** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Consent for contact by e-mail:**

YES  NO

## Instructions for Completing 'Appointment of Proxy' Form

1. **(Appointing a proxy):** A Shareholder entitled to attend and cast a vote at the Meeting is entitled to appoint a proxy to attend and vote on their behalf at the Meeting. If a Shareholder is entitled to cast 2 or more votes at the Meeting, the Shareholder may appoint a second proxy to attend and vote on their behalf at the Meeting. However, where both proxies attend the Meeting, voting may only be exercised on a poll. The appointment of a second proxy must be done on a separate copy of the Proxy Form. A Shareholder who appoints 2 proxies may specify the proportion or number of votes each proxy is appointed to exercise. If a Shareholder appoints 2 proxies and the appointments do not specify the proportion or number of the Shareholder's votes each proxy is appointed to exercise, each proxy may exercise one-half of the votes. Any fractions of votes resulting from the application of these principles will be disregarded. A duly appointed proxy need not be a Shareholder.
2. **(Direction to vote):** A Shareholder may direct a proxy how to vote by marking one of the boxes opposite each item of business. The direction may specify the proportion or number of votes that the proxy may exercise by writing the percentage or number of Shares next to the box marked for the relevant item of business. Where a box is not marked the proxy may vote as they choose subject to the relevant laws. Where more than one box is marked on an item the vote will be invalid on that item.
3. **(Signing instructions):**
  - **(Individual):** Where the holding is in one name, the Shareholder must sign.
  - **(Joint holding):** Where the holding is in more than one name, all of the Shareholders should sign.
  - **(Power of attorney):** If you have not already provided the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Form when you return it.
  - **(Companies):** Where the company has a sole director who is also the sole company secretary, that person must sign. Where the company (pursuant to section 204A of the Corporations Act) does not have a company secretary, a sole director can also sign alone. Otherwise, a director jointly with either another director or a company secretary must sign. Please sign in the appropriate place to indicate the office held. In addition, if a representative of a company is appointed pursuant to section 250D of the Corporations Act to attend the Meeting, the documentation evidencing such appointment should be produced prior to admission to the Meeting. A form of a certificate evidencing the appointment may be obtained from the Company.
4. **(Attending the Meeting):** Completion of a Proxy Form will not prevent individual Shareholders from attending the Meeting in person if they wish. Where a Shareholder completes and lodges a valid Proxy Form and attends the Meeting in person, then the proxy's authority to speak and vote for that Shareholder is suspended while the Shareholder is present at the Meeting.
5. **(Return of Proxy Form):** To vote by proxy, please complete and sign the enclosed Proxy Form and return by:
  - (a) post to Gladiator Resources Limited, Level 4, 91 William Street, Melbourne VIC 3000; or
  - (b) facsimile to the Company on facsimile number (+61 3) 9620 0070,

so that it is received not later than **10.00am (AEST) on 21 April 2018**.

**Proxy Forms received later than this time will be invalid.**