

**GTI RESOURCES LTD
ACN 124 792 132**

OFFER DOCUMENT

For a pro rata non-renounceable Rights Issue to Eligible Shareholders on the basis of one (1) New Share for every two (2) existing Shares held by Eligible Shareholders on the Record Date at an issue price of \$0.01 per New Share to raise approximately \$1,014,091 (before costs) (**Offer**).

CPS Capital Group Pty Ltd (AFSL 294848) will fully underwrite and act as lead manager to the Offer. Refer to Section 6.2 for details of the underwriting.

The Offer opens on the Opening Date and closes at 5:00pm (WST) on the Closing Date (unless it is lawfully extended). Valid acceptances must be received before that time.

Applications for New Shares by Eligible Shareholders can only be made by using or following the instructions on an Entitlement and Acceptance Form, as sent with this Offer Document. The Entitlement and Acceptance Form sets out the Eligible Shareholders' Entitlement to participate in the Offer.

Please read the instructions in this Offer Document and on the accompanying Entitlement and Acceptance Form.

This document is not a prospectus and does not contain all of the information that an investor may require in order to make an informed investment decision regarding the New Shares offered by this document.

The New Shares offered by this Offer Document should be considered as speculative.

TABLE OF CONTENTS

1.	IMPORTANT INFORMATION	1
2.	CORPORATE DIRECTORY	3
3.	DETAILS OF THE OFFER	4
4.	ACTION REQUIRED BY SHAREHOLDERS	15
5.	RISK FACTORS	17
6.	MATERIAL CONTRACTS	23
7.	DEFINED TERMS	25

1. **IMPORTANT INFORMATION**

No person is authorised to give any information or to make any representation in connection with the Offer which is not contained in this Offer Document. Any information or representation not so contained may not be relied on as having been authorised by the Company in connection with the Offer.

1.1 **This document is not a prospectus**

This Offer Document is dated 2 September 2019, has been prepared by GTI Resources Ltd (ACN 124 792 132) and is for a rights issue of continuously quoted securities (as defined in the Corporations Act) of the Company. This Offer Document is not a prospectus under the Corporations Act and has not been lodged with the ASIC. It does not contain all of the information that an investor would find in a prospectus or which may be required in order to make an informed investment decision regarding, or about the rights attaching to, the Shares offered by this document.

This Offer Document including each of the documents attached to it and which form part of this Offer Document are important and should be read in their entirety prior to making an investment decision. In particular, Shareholders should refer to the risk factors set out in Section 5 of this document. If you do not fully understand this Offer Document or are in any doubt as to how to deal with it, you should consult your professional adviser.

1.2 **Section 708AA of the Corporations Act**

This Offer Document has been prepared in accordance with section 708AA of the Corporations Act and as modified by ASIC Corporations (Non-Traditional Rights Issues) Instrument 2016/84. In general terms, section 708AA permits certain companies to undertake rights issues without being required to use or provide to shareholders a prospectus or other disclosure document. Accordingly, the level of disclosure in this Offer Document is significantly less than the level of disclosure required in, and what you would expect in, a prospectus. Eligible Shareholders should rely on their own knowledge of the Company, refer to disclosures made by the Company to ASX and consult their professional advisers before deciding to accept the Offer.

1.3 **Eligibility**

Applications for Shares by Eligible Shareholders can only be made on an original Entitlement and Acceptance Form, as sent with this Offer Document. The Entitlement and Acceptance Form sets out an Eligible Shareholder's Entitlement to participate in the Offer.

1.4 **Overseas Shareholders**

This Offer Document does not, and is not intended to, constitute an offer in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue this Offer Document.

The Offer is not being extended and Shares will not be issued to Shareholders with a registered address which is outside Australia and New Zealand. It is not practicable for the Company to comply with the securities laws of overseas jurisdictions (other than those mentioned above) having regard to the number of overseas Shareholders, the number and value of Shares these Shareholders would be offered and the cost of complying with regulatory requirements in each relevant jurisdiction.

New Zealand Shareholders

The Offer is not being made to the public in New Zealand other than to existing Shareholders with registered addresses in New Zealand to whom the Offer is being made in reliance on the Financial Markets Conduct Act 2013 and the Financial Markets Conduct (Incidental Offers) Exemption Notice 2016.

This document has been prepared in compliance with Australian law and has not been registered, filed with or approved by any New Zealand regulatory authority. This document is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

1.5 Notice to nominees and custodians

Shareholders resident in Australia or New Zealand holding Shares on behalf of persons who are resident overseas are responsible for ensuring that taking up an Entitlement under the Offer does not breach regulations in the relevant overseas jurisdiction. Return of a duly completed Entitlement and Acceptance Form will be taken by the Company to constitute a representation that there has been no breach of those regulations.

1.6 Privacy Act

If you complete an Entitlement and Acceptance Form, you will be providing personal information to the Company (directly or by the Company's share registry). The Company collects, holds and uses that information to assess your application, service your needs as a Shareholder, facilitate distribution payments and corporate communications to you as a Shareholder and carry out administration.

The information may also be used from time to time and disclosed to persons inspecting the register, bidders for your securities in the context of takeovers, regulatory bodies, including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the Company's share registry.

You can access, correct and update the personal information that we hold about you. Please contact the Company or its share registry if you wish to do so at the relevant contact numbers set out in this Offer Document.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the Privacy Act 1988 (Cth) (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules. You should note that if you do not provide the information required on the Entitlement and Acceptance Form, the Company may not be able to accept or process your application.

2. CORPORATE DIRECTORY

Directors

Mr Murray McDonald³
(Executive Director and Chairman)

Ms Emma Gilbert
(Executive Director)

Mr Nathan Lude
(Non-Executive Director)

Mr Bruce Lane
(Proposed New Executive Director)²

Company Secretary

Mr Frank Campagna

Registered Office

7/24 Walters Drive
Osborne Park, Western Australia 6017

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ASX Code

GTR

Share Registry¹

Advanced Share Registry Services Pty Ltd
110 Stirling Highway
Nedlands, Western Australia 6009

Telephone: +61 8 9389 8033
Facsimile: +61 8 9389 7871

Auditor¹

Stantons International Audit & Consulting
Pty Ltd
Level 2
1 Walker Avenue
West Perth, Western Australia 6005

Lead Manager and Underwriter

CPS Capital Group Pty Ltd
AFSL 294848
Level 45, 108 St Georges Terrace
Perth, Western Australia 6000

¹ These parties have been included for information purposes only. They have not been involved in the preparation of this Offer Document.

² It is proposed that Mr Lane will join the Board as an Executive Director on Completion.

³ It is proposed that Mr McDonald will move to the role of Non-Executive Director on Completion.

3. DETAILS OF THE OFFER

3.1 Background to the Offer

Acquisition

As originally announced on the ASX on 1 July 2019, and as subsequently varied on 20 August 2019 (**Transaction Announcements**), the Company has entered into a binding sale and purchase agreement (**Agreement**) to acquire 100% of Voyager Energy Pty Ltd (**Voyager**), a private entity which in turn has the exclusive right to acquire, via a newly incorporated Utah company, eight highly prospective uranium/vanadium exploration projects located in the Henry Mountains mining district of south eastern Utah, USA (**Acquisition**), being Jake, Jeffrey, Moki, Point, Pinto, Woodruff, Rat Nest and Bruce properties (**Properties**).

Please refer to the Transaction Announcements for details of the Properties, including the location, history, mineralisation and industry outlook for the uranium market.

In consideration for the Acquisition, the Company will issue to the vendors of Voyager (**Vendors**) a total of 90,000,000 Shares at a deemed issue price of \$0.012 per Share (that is, having a deemed value of \$1,080,000).

As noted in the ASX announcement on 20 August 2019, the Company has since varied the Agreement resulting in some of the original claims being removed from the Properties and a number of additional new claims being acquired (**New Claims**), resulting in a net increase in the overall number of claims to be acquired by the Company. As these New Claims are yet to be perfected by the Bureau of Land Management (the local regulatory body in Utah) (**Perfected**), the Agreement has been varied so that 10,810,056 of the total 90,000,000 Consideration Shares to be issued to the Vendors will be withheld until such time as all the New Claims have been Perfected (**Deferral Shares**). If all of these New Claims have not been Perfected by 31 October 2019, then the Vendors are not entitled to receive the Deferral Shares.

Completion of the Acquisition (**Completion**) is subject to the satisfaction of a number of conditions that must be satisfied within 3 months of the date of the Agreement including, the Company obtaining any required shareholder approval associated with the Acquisition and the Capital Raising (defined below) and the Company completing technical, legal and financial due diligence on Voyager, its assets and the Properties.

In consideration for facilitating the Acquisition, the Company proposes to issue to various advisors to the Company for facilitating the Acquisition a total of 9,000,000 Shares.

Effective as at Completion, it is proposed that Mr Bruce Lane will be appointed to the board as an executive director. Details of Mr Lane's background and experience is set out in the Announcement.

On and from Completion, Mr Murray McDonald will resign from his role as Executive Chairman and Managing Director and will continue to serve the Company in the role of Non-Executive Director.

Capital Raising

In connection with the Acquisition, the Company proposes to undertake the following:

- (a) a placement of 40,000,000 Shares at an issue price of \$0.01 to raise \$400,000 (before costs) (**Tranche 1 Placement**). A total of 24,422,721 Shares pursuant to the Tranche 1 Placement was recently completed using the Company's existing 15% placement capacity under Listing Rule 7.1, with the remaining 15,577,279 Shares recently approved at the Company's shareholder meeting on 21 August 2019;

- (b) an additional placement of 60,000,000 Shares at an issue price of \$0.01 to raise \$600,000 (before costs) (**Tranche 2 Placement**). The Tranche 2 Placement was recently approved at the Meeting; and
- (c) a non-renounceable entitlements issue to offer a total of 101,409,070 Shares to shareholders on a 1:2 basis at an issue price of \$0.01 per Share to raise \$1,014,091 (before costs) (being the subject of this Offer) (together the **Capital Raising**).

Both the Tranche 1 Placement and the Tranche 2 Placement are collectively referred to as the "**Placement**."

Participants under the Tranche 1 Placement and any new investors will be given the opportunity to participate under this Offer.

As noted above, CPS Capital Group Pty Ltd (**CPS**) will fully underwrite the Offer and act as lead manager to the Placement. In support, CPS has elected to receive its 6% capital raising fee for both the Offer and the Placement in shares in the Company (equating to a total of 12,084,544 Shares).

The engagement with CPS will be for a minimum period of twelve (12) months (**Term**), unless extended by agreement between CPS and the Company. During the Term, CPS will receive a monthly corporate advisory fee of A\$4,000 (plus GST) for ongoing corporate advisory services to the Company. If the engagement is terminated by either party before expiry of the Term, the full amount of the outstanding balance for the remainder of the Term is due and payable to CPS in full.

In addition, CPS will also receive 30m Options exercisable at 3c and expiring on 31 December 2021 at an issue price of \$0.00001 per Option.

It is also proposed that 30m performance rights will also be issued in connection with the Acquisition post the Meeting which will vest under various conditions and milestones (**Performance Rights**). It is the intention that the Performance Rights be issued (where applicable) pursuant to the Company's proposed new employee incentive plan.

The funds raised from the Capital Raising are intended to be used in accordance with the table set out in Section 3.3 of this Offer Document.

The proposed capital structure of the Company on completion of the Acquisition and the Capital Raising is set out in Section 3.7.

Full details of the Company's proposed exploration program on the Properties and its West Australian projects is set out in the Announcement.

A shareholder meeting to consider the various issues of securities proposed under the Acquisition was held on 21 August 2019, with all resolutions being approved by Shareholders (**Meeting**). Refer to the Notice of Meeting dated 18 July 2019 for details of the resolutions.

3.2 The Offer

The Offer is being made as a non-renounceable entitlement offer of one (1) New Share for every two (2) Shares held by Eligible Shareholders registered at the Record Date at an issue price of \$0.01 per Share. Fractional entitlements will be rounded up to the nearest whole number.

CPS will fully underwrite and act as lead manager to the Offer.

As noted above, the Offer will take place in conjunction with the Placement (set over two tranches) for the offer of a total of 100,000,000 Shares to sophisticated and professional investors at an issue price of \$0.01 per Share to raise a total of \$1,000,000 (before

costs). Completion of the full amount pursuant to the Tranche 1 Placement (to raise the initial \$400,000) will take place prior to the Record Date in order to give new investors the opportunity to participate under this Offer. CPS will act as lead manager to the Placement.

Based on the capital structure of the Company as set out in Section 3.7 of this Offer Document (and allowing for the issue of the Tranche 1 Placement Shares prior to the Record Date), a maximum of approximately 101,409,070 Shares will be issued pursuant to this Offer to raise approximately \$1,014,091 (before costs). In conjunction with the Placement, a total of \$2,014,091 (before costs) will be raised by the Company. The proposed use of funds raised by the Company under the Offer and the Placement is set out in Section 3.3 below.

As at the date of this Offer Document, the Company has 85,137,500 Options on issue all of which may be exercised prior to the Record Date in order to participate in the Offer. Please refer to section 3.7 of this Offer Document for information on the exercise price and expiry date of the Options on issue.

All of the Shares offered under this Offer Document will rank equally with the Shares on issue at the date of this Offer Document.

The Directors may at any time decide to withdraw this Offer Document and the offer of Shares made under this Offer Document in which case the Company will return all Application monies (without interest) within 28 days of giving such notice of withdrawal.

3.3 Use of Funds

Completion of the Offer, in conjunction with the Placement, will result in an increase in cash in hand of approximately \$2,014,091 (before costs associated with the Placement and the Offer).

The Company intends to apply the funds raised under both the Placement and the Offer over the next twelve (12) months as follows:

Capital Raisings	\$	%
Placement	1,000,000	49.7%
Rights Issue	1,014,091	50.3%
Total	2,014,091	100.0%
Items of Expenditure	\$	%
Expenditure on proposed new projects in Utah, U.S. ¹	1,000,000	49.7%
Expenditure on existing properties in Western Australia ²	182,250	9.0%
Working capital ³	801,841	39.8%
Expenses of the Offer	30,000	1.5%
Total	2,014,091	100

Note:

1. To be allocated towards the following: geological mapping and drone survey, ground based radon survey, trenching, phase 1 & 2 drilling program and bulk sample and metallurgical test work.
2. To be allocated towards an initial geological survey and a mapping program on the Company's Meekatharra VMS Project.

3. Funds allocated to working capital will be used for future administration expenses of the Company, including administration fees, Director's remuneration and other administration and obligatory overheads and towards future acquisitions.
4. As at 30 June 2019, the Company has existing cash reserves of \$254,000 which is intended to be used in order of priority as outlined in Notes 1 to 4 above.

The above table is a statement of the Board's current intentions as at the date of this Offer Document. However, Shareholders should note that, as with any budget, the allocation of funds set out in the above table may change depending on a number of factors, including the outcome of operational and development activities, regulatory developments, market and general economic conditions and environmental factors. In light of this, the Board reserves the right to alter the way the funds are applied.

3.4 Indicative Timetable

Company Announces Rights Issue and Placement	1 July 2019
General Meeting is held	21 August 2019
Lodgement of Offer Document, Appendix 3B and s708AA Cleansing Notice with ASX (Prior to the commencement of trading)	2 September 2019
Notice sent to optionholders	
Completion of Tranche 1 Placement	3 September 2019
Notice sent to shareholders	4 September 2019
Ex-date	5 September 2019
Record Date for determining Entitlements	6 September 2019
Completion of Tranche 2 Placement	9 September 2019
Offer Document sent out to Eligible Shareholders & Company announces this has been completed & Offer Opening Date	10 September 2019
Closing Date	19 September 2019
Shares quoted on a deferred settlement basis	20 September 2019
ASX notified of under subscriptions	24 September 2019
Issue date/Shares entered into Shareholders' security holdings	25 September 2019
Dispatch of holding statements	26 September 2019
Quotation of Shares issued under the Offer	27 September 2019

Directors reserve the right to extend the Closing Date for the Offer at their discretion. Should this occur, the extension will have a consequential effect on the anticipated date of issue for the New Shares.

** These dates are indicative only and are subject to change.

3.5 Entitlements and acceptance

Details of how to apply under the Offer are set out in Section 4 of this Offer Document.

The Entitlement of Eligible Shareholders to participate in the Offer will be determined on the Record Date. Your Entitlement is shown on the Entitlement and Acceptance form accompanying this Offer Document.

You can also apply for Additional Shares under the Shortfall Offer in addition to your Entitlement by following the instructions set out in Section 4. The Shortfall Offer is described in Section 4.5 below.

3.6 No rights trading

The rights to New Shares under the Offer are non-renounceable. Accordingly, there will be no trading of rights on the ASX and you may not dispose of your rights to subscribe for New Shares under the Offer to any other party. If you do not take up your Entitlement to New Shares under the Offer by the Closing Date, the Offer to you will lapse.

3.7 Capital structure

The effect of the Placement and the Offer on the capital structure of the Company, assuming all Entitlements are accepted, is set out below:

Shares

Shares	Number
Shares currently on issue	162,818,139
Issued pursuant to the Acquisition ^{1,5}	90,000,000
Issued pursuant to the Placement	100,000,000
Issued pursuant to the Offer	101,409,070
Fees associated with Placement and the Offer ³	12,084,544
Introduction and facilitation fees to advisors ¹	9,000,000
Issued to Geological Consultant ⁴	350,000
Total Shares on issue on Completion²	475,661,753

Notes:

1. Refer to the Company's announcement dated 1 July 2019 for further details.
2. This contemplates completion of the Placement, the Offer and the Acquisition. This number may vary due to rounding of Entitlements and may increase as a result of the rounding up of New Shares offered under the Offer.
3. Refer to Section 6 of the Offer Document for further details.
4. To be issued to Shearwater Australia Pty Ltd, an entity associated with the Company's consultant geologist, Mr Andy Rust, in lieu of fees for geological consulting services to the Company.
5. Please note that 10,810,056 of the total 90,000,000 Consideration Shares to be issued to the Vendors (Deferral Shares) will be withheld until such time as all the New Claims have been Perfected. If all of these New Claims have not been Perfected by 31 October 2019, then the Vendors are not entitled to receive these Deferral Shares.

Options

Options	Number
Options currently on issue	85,137,500 ¹
Issued pursuant to the Placement	30,000,000 ²
Total Option on issue on Completion	115,137,500

Notes:

1. These options consist of 50,000,000 options exercisable at \$0.08 expiring on or before 30 June 2021 and 35,137,500 options exercisable at \$0.03 expiring on or before 31 December 2021.
2. These Options will be exercisable at 3c and will expire on 31 December 2021. These options will have an issue price of \$0.00001 per option.

Performance Rights

Performance Rights	Number
Performance Rights currently on issue	Nil
Issued pursuant to the Placement	30,000,000 ¹
Total Performance Rights on issue on Completion	30,000,000

Notes:

1. These Performance Rights will vest subject to various conditions and milestones subject to the discretion of the Board.

On completion of the Offer, the Placement and the Acquisition, it is proposed that the Company will have on issue (on an undiluted basis) a total of 475,661,753 Shares.

No Shares, Options or Performance Rights on issue (or to be issued) are subject to escrow restrictions, either voluntary or ASX imposed.

3.8 Lead Manager and Underwriter

CPS has been appointed as lead manager and book runner to the Placement and the Offer (**Lead Manager**) and will act as underwriter to the Offer (**Underwriter**). Full details of the appointment are set out in Section 6.

The Underwriting Agreement gives the Underwriter the right to enter into sub-underwriting agreements to pass on some or all of its obligations to subscribe for the Shortfall under the Underwriting Agreement. The Underwriter and the Company confirm that no related parties will be sub-underwriters.

The Underwriter is not a related party of the Company for the purposes of the Corporations Act. Mr Jason Peterson, a director and shareholder of the Underwriter currently holds 15,138,950 Shares in the Company (9.3%) as at the date of the Offer Document.

The maximum amount of Shortfall that may be underwritten under the Offer is 101,409,070 Shares, which amounts to an overall undiluted interest in the Company of approximately 27.8% (inclusive of Completion of the Placement). If, for example, the Offer is only 50% subscribed, the amount of Shortfall underwritten would be 50,704,535 Shares, which would equate to an overall undiluted interest in the Company of approximately 13.9% (inclusive of Completion of the Placement).

However, it is unlikely that no shareholder will subscribe for their Entitlement under the Offer. Furthermore, it is a term of the Underwriting Agreement that no person (including

sub-underwriters) will be permitted to subscribe for Shortfall if it would result in that person acquiring a relevant interest in more than 19.9% of the voting Shares of the Company on completion of the Offer.

The obligation of the Underwriter to underwrite the Offer is subject to certain events of termination which are set out in Section 6.2.

The Underwriter has also been appointed as lead manager to the Offer, and the terms of the appointment are summarised in Section 6.1 of this Offer Document.

3.9 Dilution

Shareholders should note that if they do not participate in the Offer, their holdings are likely to be diluted by approximately 44.7% (inclusive of Shares issued on completion of the Tranche 2 Placement) (as compared to their holdings and number of Shares on issue as at the date of this Offer Document).

Examples of how the dilution may impact Shareholders are set out in the table below:

Holder	Holding as at Record date	Approximate % at Record Date ¹	Entitlements under the Offer	Holdings if Offer not taken Up	Approximate % post Placement and Offer
Shareholder 1	50,000,000	24.7%	25,000,000	50,000,000	13.7%
Shareholder 2	25,000,000	12.3%	12,500,000	25,000,000	6.9%
Shareholder 3	10,000,000	4.9%	5,000,000	10,000,000	2.7%
Shareholder 4	1,000,000	0.5%	500,000	1,000,000	0.3%
Shareholder 5	100,000	0.0%	50,000	100,000	0.0%

Notes:

1. This is based on an issued share capital of 202,818,139 Shares, which is inclusive of 40,000,000 Shares to be issued under the Tranche 1 Placement.
2. Based on an issued share capital of 364,227,209 Shares (which is inclusive of completion of the Tranche 2 Placement) and the shareholder has elected not to take up its Entitlement. Please note, on completion of the Acquisition, a total of 475,661,753 Share will be on issue which will further dilute holdings in this scenario.

3.10 Directors Interests and Participation

Each Director's relevant interest in the securities of the Company at the date of this Offer Document and their Entitlement is set out in the table below.

Director	Shares	Voting Power (%)	Entitlement	\$
Murray McDonald ¹	21,250,001	13%	10,625,001	106,250
Emma Gilbert	Nil	Nil	Nil	Nil
Nathan Lude	Nil	Nil	Nil	Nil
Bruce Lane ²	Nil	Nil	Nil	Nil

Notes:

1. Mr McDonald also holds 26,000,000 options exercisable at \$0.08 on or before 30 June 2021 which will provide an additional Entitlement should they be exercised prior to the Record Date.
2. Note, it is proposed that Mr Bruce Lane will join the Board on Completion as an Executive Director. Mr Lane does not currently hold any Shares in the Company nor will he be participating under the Placement.

The Directors recommend that Shareholders take up their Entitlements.

Mr Murray McDonald reserves the right to take up his Entitlements in full.

3.11 Effect of the Offer on control and voting power in the Company

The Company's substantial holders and their Entitlement as at the date of this Offer Document are set out in the table below.

Substantial Holder	Shares	Voting Power (%)	Entitlement	\$	Voting Power (%) post Offer & Placement ¹
KDDG Nominees Pty Ltd	21,250,001	13%	10,625,001	106,250	8.8%
Jason Peterson	15,138,950	9%	7,569,475	75,695	6.2%
Tolga Kumova	14,000,000	9%	7,000,000	70,000	5.8%
Cossack Holdings (Aust) Pty Ltd	10,000,000	6%	5,000,000	50,000	4.1%

Notes:

1. This is based on the substantial holders taking up their Entitlement in full and is inclusive of the Offer and the Placement being completed. It does not account for additional Shares to be issued pursuant to the Acquisition which would dilute holdings further.
2. The substantial holders reserve the right to take up their Entitlement under the Offer.

The potential effect that the issue of the Shares under the Offer will have on the control of the Company is as follows:

- (a) if all eligible shareholders take up their entitlements under the Offer, the issue of Shares under the Offer will have no effect on the control of the Company and all shareholders will hold the same percentage interest in the Company, subject only to changes resulting from ineligible shareholders being unable to participate in the Offer;
- (b) in the more likely event that there is a shortfall, eligible shareholders who do not subscribe for their full entitlement of Shares under the Offer and ineligible shareholders unable to participate in the Offer will be diluted relative to those shareholders who subscribe for some or all of their entitlement as shown by the table in section 3.8; and
- (c) in respect of any shortfall, eligible shareholders will be entitled to top-up their shareholding, by subscribing for additional shares to be issued from the shortfall pool (**Shortfall Offer**). However, the Company will only issue such Shares pursuant to an application received where the Underwriter (in consultation with the Board) is satisfied, in their discretion, that the issue of the Shares will not increase the applicant's voting power above 19.90%. Having

regard to the number of Shares to be issued under the Offer, even if a substantial shortfall eventuated, a participant in the Shortfall Offer would not be in a position to exercise any substantive control in the Company.

3.12 Market Price of Shares

The Company is a disclosing entity for the purposes of the Corporations Act and its Shares are enhanced disclosure securities quoted on ASX.

The highest, lowest and last market sale prices of the Shares on ASX during the three months immediately preceding the date of release of this Offer Document and the respective dates of those sales were:

	(\$)	Date
Highest	\$0.025	9 July 2019
Lowest	\$0.012	27 May 2019
Last	\$0.018	30 August 2019

3.13 Opening and Closing Dates

The Opening Date and Closing Date for the Offer is set out in Section 3.4. The Company will accept Entitlement and Acceptance Forms until the Closing Date or such other date as the Directors in their absolute discretion shall determine, subject to the ASX Listing Rules.

3.14 Issue and dispatch

Shares issued pursuant to the Offer will be issued in accordance with the ASX Listing Rules and the indicative timetable set out in Section 3.4 of this Offer Document. Shares issued pursuant to the Shortfall Offer will be issued on a progressive basis.

Pending the issue of the Shares or payment of refunds pursuant to this Offer Document, all Application monies will be held by the Registry in trust for the Applicants in a separate bank account as required by the Corporations Act. The Company, however, will be entitled to retain all interest that accrues on the bank account and each Applicant waives the right to claim interest by completing and returning the Entitlement and Acceptance Form.

The expected dates for issue of New Shares offered by this Offer Document and dispatch of holding statements is expected to occur on the dates specified in the Timetable set out in Section 3.4 of this Offer Document.

It is the responsibility of Applicants to determine the allocation prior to trading in the New Shares. Applicants who sell New Shares before they receive their holding statements will do so at their own risk.

3.15 ASX Quotation

Application for official quotation by ASX of the New Shares offered pursuant to this Offer Document will be made.

The fact that ASX may grant official quotation to the New Shares is not to be taken in any way as an indication of the merits of the Company or the New Shares now offered for subscription.

3.16 CHESS

The Company is a participant in CHESS, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHESS will

be issuer sponsored by the Company. Because the sub-registers are electronic, ownership of securities can be transferred without having to rely upon paper documentation.

Electronic registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with a statement (similar to a bank account statement) that sets out the number of New Shares allotted to them under this Offer Document. The notice will also advise holders of their Holder Identification Number or Security Holder Reference Number and explain, for future reference, the sale and purchase procedures under CHESS and issuer sponsorship.

Further monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

3.17 Risk Factors

An investment in New Shares should be regarded as speculative. In addition to the general risks applicable to all investments in listed securities, there are specific risks associated with an investment in the Company which are non-exhaustive. Please refer to Section 5 of this Offer Document for further details.

3.18 Taxation implications

The Directors do not consider it appropriate to give Shareholders advice regarding the taxation consequences of subscribing for New Shares under this Offer Document. The Company, its advisers and its officers do not accept any responsibility or liability for any such taxation consequences to Shareholders.

Shareholders should consult their professional tax adviser in connection with subscribing for New Shares under this Offer Document.

3.19 Continuous disclosure obligations

The Company is a “disclosing entity” (as defined in section 111AC of the Corporations Act) for the purposes of the Corporations Act and its Shares are enhanced disclosure securities quoted on ASX and, as such, the Company is subject to regular reporting and disclosure obligations under the Corporations Act and the Listing Rules.

Specifically, the Company is required to notify ASX of information about specific events and matters as they arise for the purposes of the ASX making that information available to the securities markets conducted by the ASX. In particular, the Company has an obligation under the ASX Listing Rules (subject to certain exceptions) to notify the ASX immediately of any information of which it is or becomes aware which a reasonable person would expect to have a material effect on the price or value of its securities.

This Offer Document is intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX and does not include information that would be included in a disclosure document or which investors ought to have regard to in deciding whether to subscribe for Shares under the Offer. Investors should therefore have regard to the other publicly available information in relation to the Company before making a decision whether or not to invest.

All announcements made by the Company are available from its website www.gtiresources.com.au or the ASX www.asx.com.au.

Additionally, the Company is also required to prepare and lodge with ASIC yearly and half-yearly financial statements accompanied by a directors’ statement and report, and an audit report or review. These reports are released to ASX and published on the Company’s and the ASX websites.

This Offer Document (including the Entitlement & Acceptance Form) and the contracts that arise from acceptance of the Applications are governed by the laws applicable in Western Australia and each Applicant submits to the non-exclusive jurisdiction of the courts of Western Australia.

3.20 Enquiries concerning Offer Document

Enquiries relating to this Offer Document should be directed to the Company on +61 8 9430 7888.

4. ACTION REQUIRED BY SHAREHOLDERS

4.1 How to Accept the Offer

Your acceptance of the Offer must be made on the Entitlement and Acceptance Form accompanying this Offer Document. You may participate in the Offer as follows:

- (a) **if you wish to accept your Entitlement in full:**
 - (i) complete the Entitlement and Acceptance Form, filling in the details in the spaces provided; and
 - (ii) attach your cheque or arrange payment by BPAY® for the amount indicated on the Entitlement and Acceptance Form; or
- (b) **if you only wish to accept part of your Entitlement:**
 - (i) fill in the number of New Shares you wish to accept in the space provided on the Entitlement and Acceptance Form; and
 - (ii) attach your cheque or arrange payment by BPAY® for the appropriate Application monies (at \$0.01 per New Share); or
- (c) if you do not wish to accept all or part of your Entitlement, you are not obliged to do anything.

Your completed Entitlement and Acceptance Form and payment must reach the Registry no later than 5:00pm (WST) on the Closing Date.

The Offer is non-renounceable. Accordingly, a holder of Shares may not sell or transfer all or part of their Entitlement.

4.2 Implications of an acceptance

Returning a completed Entitlement and Acceptance Form or paying any Application monies by BPAY® will be taken to constitute a representation by you that:

- (a) you have received a copy of this Offer Document and the accompanying Entitlement and Acceptance Form, and read them both in their entirety; and
- (b) you acknowledge that once the Entitlement and Acceptance Form is returned, or a BPAY® payment instruction is given in relation to any Application monies, the Application may not be varied or withdrawn except as required by law.

4.3 Payment by cheque/bank draft

All cheques must be drawn on an Australian bank or bank draft made payable in Australian currency to "GTI Resources Ltd" and crossed "Not Negotiable".

Your completed Entitlement and Acceptance Form and cheque must reach the Company's share registry at the address set out on the Entitlement and Acceptance Form by no later than 5:00pm WST on the Closing Date.

4.4 Payment by BPAY®

For payment by BPAY®, please follow the instructions on the Entitlement and Acceptance Form. You can only make a payment via BPAY® if you are the holder of an account with an Australian financial institution that supports BPAY® transactions. Please note that should you choose to pay by BPAY®:

- (a) you do not need to submit the Entitlement and Acceptance Form but are taken

to have made the declarations on that Entitlement and Acceptance Form; and

- (b) if you do not pay for your Entitlement in full, you are deemed to have taken up your Entitlement in respect of such whole number of Shares which is covered in full by your application monies.

It is your responsibility to ensure that your BPAY® payment is received by the share registry by no later than 5:00pm (WST) on the Closing Date. You should be aware that your financial institution may implement earlier cut-off times with regards to electronic payment and you should therefore take this into consideration when making payment.

4.5 Shortfall Offer

Any Entitlement not taken up pursuant to the Offer will form the Shortfall Offer.

The Shortfall Offer is a separate offer made pursuant to this Offer Document and will remain open for up to three months following the Closing Date. The issue price for each Share to be issued under the Shortfall Offer shall be \$0.01 being the price at which Shares have been offered under the Offer.

The Underwriter, in consultation with the Directors, reserve the right to issue Shortfall Shares at their absolute discretion. Accordingly, please do not apply for Shortfall Shares unless instructed to do so by the Underwriter or the Directors.

5. RISK FACTORS

5.1 Introduction

The Shares offered under this Offer Document should be considered speculative because of the nature of the Company's business.

There are numerous risk factors involved with the Company's business. Some of these risks can be mitigated by the use of safeguards and appropriate systems and controls, but some are outside the control of the Company and cannot be mitigated. Accordingly, an investment in the Company carries no guarantee with respect to the payment of dividends, return of capital or price at which securities will trade.

The following is a summary of the more material matters to be considered. However, this summary is not exhaustive and potential investors should examine the contents of this Offer Document in its entirety and consult their professional advisors before deciding whether to apply for the New Shares.

5.2 Risks specific to the Offer

(a) Potential for significant dilution

Upon completion of the Offer, assuming all Entitlements are accepted and no Options are exercised prior to the Record Date, the number of Shares in the Company will increase from 162,818,139 to 475,661,753.

This means that each Share will represent a significantly lower proportion of the ownership of the Company. It is not possible to predict what the value of the Company or a Share will be following the completion of the Offer and the Directors do not make any representation to such matters.

The last trading price of Shares on ASX prior to the Offer Document being lodged of \$0.018 is not a reliable indicator as to the potential trading price of Shares following completion of the Offer.

Please refer to section 3.9 of this Offer Document for examples of how the potential dilutionary effect of the Offer may impact Shareholders.

5.3 Risks specific to the Company

Although the Company aims to become a uranium and vanadium focused explorer in the United States in addition to its existing exploration activities for precious and base metals in Western Australia, investors should note that the below risks are primarily focused on the inherent risks associated with uranium exploration and mining.

(a) **Exploration and Mining Risks**

Uranium mining

Uranium mining operations are subject to comprehensive regulation in the United States, which may cause substantial delays or require capital outlays in excess of those anticipated, causing an adverse effect on the Company.

If economic quantities of uranium are found on any permit owned by the Company in sufficient quantities to warrant uranium mining operations, such mining operations are subject to federal, state, and local laws relating to the protection of the environment, including laws regulating removal of natural resources from the ground and the discharge of materials into the environment.

Uranium mining operations are also subject to federal, state, and local laws and regulations which seek to maintain health and safety standards by regulating the design and use of mining methods and equipment. Various permits from government bodies are required for mining operations to be conducted; no assurance can be given that such permits will be received.

Environmental standards imposed by federal, state, or local authorities may be changed, and any such changes may have material adverse effects on the Company's activities. Moreover, compliance with such laws may cause substantial delays or require capital outlays in excess of those anticipated, thus resulting in an adverse effect on the Company.

Additionally, the Company may be subject to liability for pollution or other environmental damages which it may elect not to insure against due to prohibitive premium costs and other reasons. To date the Company has not been required to spend material amounts on compliance with environmental regulations. However, it may be required to do so in future, and this may affect its ability to expand or maintain its operations.

Permits are required by the state for drilling operations, drilling bonds and the filing of reports concerning operations and they impose other requirements relating to the exploration and production of uranium.

The Company is required to comply with various federal and state regulations regarding rehabilitation and abandonment of uranium exploration and mining works, which impose a substantial rehabilitation obligation on the Company, which may have a material adverse effect on the Company's financial performance.

Environmental Regulation

Uranium mineral exploration, development and mining activities are subject to certain environmental regulations which may prevent or delay the commencement or continuance of the Company's operations.

Uranium mineral exploration, development and future potential uranium mining operations are or will be subject to stringent federal, state, and local laws and regulations relating to improving or maintaining environmental quality. The Company's operations are also subject to many environmental protection laws. Environmental laws often require parties to pay for remedial action or to pay damages regardless of fault. Environmental laws also often impose liability with respect to divested or terminated operations, even if the operations were terminated or divested of many years ago.

Any change to government regulation/administrative practices may have a negative impact on the Company's ability to operate and its profitability. The laws, regulations, policies or current administrative practices of any government body, organization or regulatory agency in the United States may be changed, applied or interpreted in a manner which will fundamentally alter the Company's ability to carry on business. The actions, policies or regulations, or changes thereto, of any government body or regulatory agency, or other special interest groups, may have a detrimental effect on the Company. Any or all of these situations may have a negative impact on the Company's ability to operate and/or its profitability.

Sale of Uranium

Most sales of uranium are not currently regulated and are generally made at market prices. The price received from the sale of these products is affected by the cost of transporting the products to market.

Exploration and Development Risks

Uranium exploration involves significant risk. There is no assurance that exploration and development of the prospects in the Company's properties in the United States, or any other projects that may be acquired in the future, will result in the discovery of an economic uranium deposit. Even if an apparently viable deposit is identified, there is no guarantee that it can be profitably exploited.

Furthermore, the Company may only proceed to the next stage of exploration or development when data supports the existence of an economically viable uranium deposit. Should the empirical data not support the existence of economically viable uranium deposit, the Company may not proceed to the next stage of exploration.

Drilling and Operating Risks

Uranium drilling activities are subject to numerous risks, many of which are beyond the Company's control. The Company's operations may be curtailed, delayed or cancelled as a result of such risks. Hazards incident to the exploration and development of uranium properties such as unusual or unexpected geological formation, ground conditions or other factors are inherent in drilling and operating mines and may be encountered by the Company. Success in mining uranium is also impacted by the ground and water conditions present on the properties and adverse conditions or adverse claims to water rights would likely have a material adverse effect in the Company and the financial results of operations.

Industry operating risks include the risk of fire, explosions, equipment failure, environmental and geological hazards, the occurrence of any of which could result in substantial losses to the Company. Although the Company believes that it or the operator will carry adequate insurance with respect to its operations in accordance with industry practice, in certain circumstances the Company's or the operator's insurance may not cover or be adequate to cover the consequence of such events. In addition, the Company may be subject to liability for pollution or other hazards against which the Company or the operator does not insure or against which it may elect not to insure because of high premium costs or other reasons.

Poor weather conditions over a prolonged period may adversely affect mining and exploration activities and the timing of earning revenues.

Exploration is costly and involves exacting techniques which must be applied over extended periods of time. The Company's projects are at an exploration stage and the Company cannot foresee whether the planned exploration programmes will generate positive results. Furthermore, there is no guarantee that the Company's exploration activities will succeed in the discovery of a commercially viable ore deposit.

Ability to exploit successful discoveries

It may not always be possible for the Company to participate in the exploitation of successful discoveries made in any areas in which the Company has an interest. Such exploitation will involve the need to obtain the necessary licenses or clearances from the relevant authorities, which 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. The decision to proceed to further exploitation may require the participation of other companies whose interests and objectives may not be the same as those of the Company. As described above, such further work may require the Company to meet or commit to financing obligations for which it may not have

planned. Rig or equipment availability may also affect the timing of further development.

Filing Requirements

The Company is acquiring rights in patented mining claims in a majority of the lands in which it intends to acquire interests. The United States of America owns mineral rights in these lands. Under United States federal law maintenance fees must be paid every year and documents must be filed with the United States Bureau of Land Management and in the records of the county where the mining claims are located. Failure to timely pay the fees or file these documents results in the claims becoming null and void.

Public Acceptance of Nuclear Energy and Competition from other Energy Sources

Growth of the uranium and nuclear industry will depend upon continued and increased acceptance of nuclear technology as an economic means of generating electricity. Because of unique political, technological and environmental factors that affect the nuclear industry, including the risk of a nuclear incident, the industry is subject to public opinion risks that could have an adverse impact on the demand for nuclear power and increase the regulation of the nuclear power industry. Nuclear energy competes with other sources of energy, including oil, natural gas, coal, hydroelectricity and renewable energy sources. These other energy sources are to some extent interchangeable with nuclear energy, particularly over the longer term. Sustained lower prices of oil, natural gas, coal and hydroelectricity may result in lower demand for uranium concentrates. Increased government regulation and technical requirements may make nuclear uneconomic, resulting in lower demand for uranium concentrates. Technical advancements and government subsidies in renewable and other alternate forms of energy, such as wind and solar power, could make these forms of energy more commercially viable and put additional pressure on the demand for uranium concentrates.

Exploration and Development Capital

Exploration will reduce the cash reserves of the Company. The Company may be dependent on seeking development capital elsewhere, through equity raisings, debt, spin offs or joint venture financing, to support long term exploration and evaluation of its projects. In the event that an economic deposit is discovered, the ability to exploit such a deposit is likely to be subject to the Company's ability to raise the necessary development finance through equity raisings, debt, spin offs or joint venture financings.

The Company cannot provide any guarantees that such finance for exploration, or for mining will be available to the Company at such time in the future as it may require, and this could lead to the loss of tenements.

(b) Industry Risks

Changes in Legislation and Government Regulation

Changes to legislation or government policy in Australia and the United States, including changes to the taxation system, may affect future earnings and the relative attractiveness of investing in the Company.

Economic Conditions

Economic conditions in Australia, the United States and globally, may affect the performance of the Company. Factors such as currency fluctuations, inflation, interest rates, supply and demand and industrial disruption may have an

impact on operating costs and share market prices. The Company's future possible revenue and securities price can be affected by these factors all of which are beyond the control of the Company or its Directors. Neither the Company nor the Directors warrant the future performance of the Company or any return on an investment in the Company. In addition, the Company's ability to raise additional capital, should it be required, may be affected.

Foreign Exchange Risk

On completion, the Company will have substantial business undertakings based in the United States. As a result, revenues, cashflows, expenses, capital expenditure and commitments will be primarily denominated in United States dollars. To comply with Australian reporting requirements for the Company, the income, expenditure and cash flows from the Company's interest in its US properties will need to be accounted for in Australian dollars. This will result in the income, expenditure and cash flows of the Company being exposed to the fluctuations and volatility of the price of uranium and the exchange rates, as determined in international markets.

Uranium Price Volatility - United States Market

The demand for, and price of, uranium is dependent on a variety of factors, including supply and demand, the level of consumer product demand, weather conditions, the price and availability of alternative fuels, actions taken by governments and international cartels, and global economic political developments.

Competition

The uranium exploration and mining industry is highly competitive, and the Company will compete with other companies that have greater resources. Many of these companies not only explore for and produce uranium, but also market uranium and other products on a regional, national or worldwide basis. These companies may be able to pay more for productive uranium properties and exploratory prospects or define, evaluate, bid for and purchase a greater number of properties and prospects than our financial or human resources permit. In addition, these companies have a greater ability to continue exploration activities during periods of low uranium market prices. The larger competitors may be able to absorb the burden of present and future federal, state, local or other laws and regulations more easily than the Company can, which would adversely affect the Company's competitive position. The Company's ability to acquire additional properties and to discover productive prospects in the future will be dependent upon its ability to evaluate and select suitable properties and to consummate transactions in a highly competitive environment. In addition, because the Company has fewer financial and human resources than many companies in this industry, it may be at a disadvantage in bidding for exploratory prospects and producing uranium properties.

(c) **Company Specific Risks**

The Company is reliant on a number of key personnel and consultants. The Company has a small management team and the loss of one or more of these key contributors could have a material adverse impact on the business and operational performance of the Company. The Company may be unable to retain key employees or consultants or recruit additional qualified personnel. Whilst the Board has sought to and will continue to ensure the Directors and any key employees are appropriately incentivised, their services cannot be guaranteed. The Company may be required to spend significant sums of money to locate and train new employees in the event any of its employees resign or terminate their employment with the Company for any reason.

(d) **General Risks**

The future viability and profitability of the Company is also dependent on a number of other factors affecting performance of all industries and not just the exploration and mining industries, including, but not limited to, the following:

- currency exchange rate fluctuations;
- the strength of the equity and share markets in Australia and throughout the world;
- general economic conditions in Australia and its major trading partners and, in particular, inflation rates, interest
- rates, commodity supply and demand factors and industrial disruptions;
- financial failure or default by a participant in any of the joint ventures or other contractual relationship to which the Company is, or may become, a party;
- industrial disputation in Australia, the United States and elsewhere.

(e) **Speculative Nature of Investment**

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Shares offered under this Offer Document.

Therefore, the Shares to be issued pursuant to this Offer Document carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Shares.

Potential investors should consider that the investment in the Company is speculative and should consult their professional advisers before deciding whether to apply for Shares in the Company.

6. MATERIAL CONTRACTS

6.1 Mandate

Details of the mandate with CPS including fees payable to CPS for its services as lead manager and underwriter to the Offer is set out in section 3.1 of this Offer Document.

6.2 Underwriting Agreement

Pursuant to an underwriting agreement between the Company and CPS (**Underwriting Agreement**), the offer will be fully underwritten by CPS, being 101,409,070 Shares (**Underwritten Shares**) or \$1,014,091 (**Underwritten Amount**).

The material terms of the Underwriting Agreement are as follows:

- a) the Company must pay a fee of 6% (plus GST) of the Underwritten Amount to CPS;
- b) CPS may appoint sub-underwriters in its absolute discretion;
- c) the Underwriting Agreement is conditional upon the lodgment of this Offer Document;
- d) the Underwriter may offer shortfall securities to sophisticated or professional investors;
- e) the Company has given certain representations and warranties in the Underwriting Agreement as are ordinarily found in an agreement of this type;
- f) the Underwriter may in certain circumstances, terminate the Underwriting Agreement and be released from their obligations under it on the occurrence of certain events, including (but not limited to):
 - (i) an event occurs which gives rise to a material adverse effect in relation to the Company's assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations or operations of any related body corporate;
 - (ii) the S&P or ASX 200 Index closing on any 2 consecutive trading days before the Shortfall Notice Deadline date (that is, four days following the closing date of the Offer) 10% or more below its respective level as at the close of business on the Business Day prior to the execution date;
 - (iii) the Company is prevented from allotting the Underwritten Shares within the time frames required by the underwriting Agreement and various legislative and other rules;
 - (iv) there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of this agreement involving one or more of Australia, New Zealand, Indonesia, Japan, the United Kingdom, the United States of America, India or the People's Republic of China, which in the reasonable opinion of the underwriter has or is likely to have a material adverse effect on the Offer;
 - (v) default or breach by the Company under the Underwriting Agreement;
 - (vi) the Company converting all or any of its shares into a smaller or larger number, reducing its share capital, entering into a buy back agreement, issuing convertible notes, disposing of the whole or a substantial part of its business or property, in circumstances other than those already contemplated by the Company and the Underwriter;

- g) The Company may terminate the Underwriting Agreement if the Underwriter defaults under this Agreement or any of the Underwriters representations, warranties or undertakings become untrue or incorrect;
- h) the Company has (subject to certain limitations, including where the loss arises through the Underwriter performing its underwriting obligation) agreed to indemnify the underwriter, its officers, employees, and agents against losses suffered or incurred in connection with the Offer.

Additionally, the underwriter will ensure that neither the underwriter nor any sub-underwriter or other recipient will acquire shares resulting in them increasing their voting power from a level below 20% to a level above 20% and that none of the underwriter, sub-underwriter or recipient of Shares will have a voting power greater than 20% at the time of issue of the Shares to that person.

6.3 Executive Services Agreement – Bruce Lane

Subject to, and with effect from Completion, Mr Lane will join the Board as an Executive Director. The principal terms of the executive services agreement for Mr Lane is as follows:

- (a) a base salary of \$120,000 per annum, inclusive of statutory superannuation, subject to annual review (**Salary**). The Salary is inclusive of director fees;
- (b) entitlement to receive a performance based bonus (subject to key performance indicators) over and above the Salary at the discretion of the Company. However, no determination has yet been made;
- (c) employment will commence on and from Completion and will continue until validly terminated in accordance with the agreement;
- (d) The employment may be terminated by the Company or Mr Lane by giving three (3) months notice and if the Company elects to dispense with the notice period, it must pay Mr Lane six (6) months equivalent Salary. The employment may be terminated by the Company for cause by giving one (1) month's notice or without notice for serious offences; and
- (e) other industry standard provisions for a senior executive of a public listed company.

7. DEFINED TERMS

\$ or A\$ means an Australian dollar.

Acquisition means the proposed acquisition by the Company for 100% of the issued capital of Voyager Energy Pty Ltd.

Additional Shares means those New Shares not issued under the Offer.

Applicant refers to a person who submits an Entitlement and Acceptance Form, or submits a payment of subscription monies in respect of the Offer.

Application refers to the submission of an Entitlement and Acceptance Form or Shortfall Application Form (as the case may be).

ASX means ASX Limited (ACN 008 624 691) or, where the context permits, the Australian Securities Exchange operated by ASX Limited.

ASX Listing Rules means the Listing Rules of the ASX.

Closing Date means the closing date set out in Section 3.4 or such other date as may be determined by the Directors.

Company means GTI Resources Ltd (ACN 124 792 132).

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

CPS means CPS Capital Group Pty Ltd (AFSL 294848 and ABN 73 088 055 636).

Directors mean the directors of the Company.

Eligible Shareholder means a Shareholder whose details appear on the Company's register of Shareholders as at the Record Date whose registered address is in Australia or New Zealand.

Entitlement means the entitlement to subscribe for one (1) New Share for every two (2) Shares held by an Eligible Shareholder on the Record Date.

Entitlement and Acceptance Form means the Entitlement and Acceptance Form accompanying this Offer Document.

Mandate means the mandate between the Company and CPS as summarised in clause 6.1.

Lead Manager means CPS.

New Share means a new Share proposed to be issued pursuant to this Offer.

Offer or Rights Issue means the pro rata non-renounceable offer of New Shares at an issue price of \$0.01 each on the basis of one (1) New Share for every two (2) Shares held on the Record Date subscribed for pursuant to this Offer Document.

Offer Document means this Offer Document.

Opening Date means the opening date set out in Section 3.4 of this Offer Document.

Record Date means the record date set out in Section 3.4 of this Offer Document.

Section means a section of this Offer Document.

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

Shareholder means a holder of Shares.

Shortfall means those Shares under the Offer not applied for by Shareholders under their Entitlement.

Shortfall Offer means as defined in Section 4.5 of this Offer Document.

Underwriter means CPS.

Underwriting Agreement means the underwriting agreement between CPS and the Company as summarised in clause 6.2.