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Wildcat Resources Limited

ACN 098 236 938

Notice of General Meeting

Notice is given that a general meeting of the Company (**Meeting**) will be held at:

Time	10:30am (AWST)
Date	14 July 2023
Place	CWA House, 1176 Hay Street West Perth 6005

The Notice of General Meeting (including the accompanying Explanatory Memorandum) should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from a suitably qualified professional adviser prior to voting.

Shareholders are urged to attend or vote by lodging the Proxy Form attached to the Notice.

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Notice of General Meeting

Notice is given that a general meeting of Wildcat Resources Limited (ACN 098 236 938) (**Wildcat** or the **Company**) will be held at 10:30am (AWST) on 14 July 2023 at CWA House, 1176 Hay Street, West Perth.

The purpose of the Meeting is for Shareholders to consider approving, in connection with the Company's proposed acquisition of the Tabba Tabba Lithium-Tantalum Project (**Tabba Tabba Project**) from Global Advanced Metals Wodgina Pty Ltd (**GAMW**), announced on 17 May 2023:

- the issue of Consideration Securities to Global Advanced Metals Pty Ltd (**GAM**) (as the nominee of GAMW) for the acquisition of 100% of the Tabba Tabba Project, under Listing Rule 7.1;
- the issue of Success Fee Shares and Options to Harvis Advisers Pty Ltd, under Listing Rule 7.1;
- the issue of the Introduction Fee Options to Alex Hewlett (non-executive director), under Listing Rule 10.11;
- the issue of Placement Shares to institutional, sophisticated or professional investors, under Listing Rule 7.1;
- approval for directors of the Company to participate in the issue of Placement Shares, under Listing Rule 10.11; and
- the issue of incentive options to Samuel Ekins, Matthew Banks and Jeff Elliott under Listing Rule 10.14 and the Company's ESIP.

The Resolutions at this Meeting will be voted on by poll and Shareholders who are entitled to vote may vote either prior to the Meeting by appointing a proxy or by poll during the Meeting.

The accompanying Explanatory Memorandum provides additional information on the matters to be considered at the Meeting. The Proxy Form and the Explanatory Memorandum form part of the Notice of Meeting.

Terms and abbreviations used in the Notice of Meeting are defined in Schedule 1 of the Explanatory Memorandum.

Agenda

1 Resolution 1 - Issue of Consideration Securities to GAM for the acquisition of 100% of the Tabba Tabba Project

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

"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of:

(a) 186,660,512 Shares; and

(b) 62,220,171 Performance Rights that will vest and be capable of exercise into Shares (on a 1 for 1 basis) upon Wildcat announcing an Inferred Mineral Resource on the Tabba Tabba Project of equal to or greater than 100,000 tonnes of contained Li2O, with a cut-off grade of 0.1% Li2O,

to Global Advanced Metals Pty Ltd pursuant to (and subject to completion occurring under), the Tenement Sale Agreement, on the terms and conditions in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Global Advanced Metals Pty Ltd and any other person who will obtain a material benefit as a result of the issue of the Consideration Securities (except a benefit solely by reason of being a holder of Shares), or an associate of those persons. However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

2 Resolution 2 - Issue of Success Fee Shares and Options to Harvis Advisers Pty Ltd

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

"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of:

(a) 10,000,000 Shares;

(b) 10,000,000 options each exercisable into one Share at an exercise price of A$0.040 on or before 36 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.042 per Share;

(c) 10,000,000 options each exercisable into one Share at an exercise price of A$0.045 on or before 36 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.056 per Share; and

(d) 10,000,000 options each exercisable into one Share at an exercise price of A$0.06 on or before 48 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.07 per Share,

to Harvis Advisers Pty Ltd, upon (and subject to) completion of the Transaction under the Tenement Sale Agreement, as a Success Fee, on the terms and conditions in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Harvis Advisers Pty Ltd and any other person who will obtain a material benefit as a result of the issue of the Success Fee Shares and Options (except a benefit solely by reason of being a holder of Shares), or an associate of those persons. However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

3 Resolution 3 - Issue of Introduction Fee options to Mr Alexander Hewlett

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

"That, for the purposes of Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of:

(a) 10,000,000 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to a vesting condition that Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements;

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(b) 6,666,666 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and (2) Wildcat's Share price exceeds a 30-day VWAP of A$0.042 per Share;

(c) 6,666,667 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and Wildcat's Share price exceeds a 30-day VWAP of A$0.056 per Share; and

(d) 6,666,667 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and (2) Wildcat's Share price exceeds a 30-day VWAP of A$0.07 per Share,

to Mr Alex Hewlett (non-executive director), or his nominee, upon (and subject to) completion of the Transaction under the Tenement Sale Agreement, as an Introduction Fee, on the terms and conditions in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Alex Hewlett and any other person who will obtain a material benefit as a result of the issue of the Introduction Fee options (except a benefit solely by reason of being a holder of Shares), or an associate of those persons. However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition

A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

(a) the proxy is either:

(i) a member of the Key Management Personnel; or

(ii) a Closely Related Party of such a member; and

(b) the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

(a) the proxy is the Chair; and

(b) the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

4 Resolution 4 - Issue of Placement Shares

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

"That, for the purposes of Listing Rule 7.1 and for all other purposes, and subject to completion of the Transaction under the Tenement Sale Agreement, Shareholders approve the issue of 200,000,000 Shares under a private placement of Shares to sophisticated and professional investors at an issue price of 3.5 cents per Share to raise up to $7,000,000 before costs".

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Global Advanced Metals Pty Ltd and any other person who will obtain a material benefit as a result of the issue of the Consideration Securities (except a benefit solely by reason of being a holder of Shares), or an associate of those persons. However, this does not apply to a vote cast in favour

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of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

5 Resolution 5 – Director Participation in Placement – Mr Matthew Banks

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

"That, for the purposes of Listing Rule 10.11 and for all other purposes, and subject to the passing of Resolution 4, Shareholders approve the issue of up to 7,142,857 Placement Shares to Mr Matthew Banks (or his nominee) on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Matthew Banks and any other person who will obtain a material benefit as a result of the proposed issue of Placement Shares under the Placement (except a benefit solely by reason of being a holder of Shares) or an associate of that person (or those persons). However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

6 Resolution 6 – Director Participation in Placement – Mr Jeff Elliott

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

"That, for the purposes of Listing Rule 10.11 and for all other purposes, and subject to the passing of Resolution 4, Shareholders approve the issue of up to 11,428,571 Placement Shares to Mr Jeff Elliott (or his nominee) on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Jeff Elliott and any other person who will obtain a material benefit as a result of the proposed issue of Placement Shares under the Placement (except a benefit solely by reason of being a holder of Shares) or an associate of that person (or those persons). However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to

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vote in that way.

7 Resolution 7 – Director Participation in Placement – Mr Alexander Hewlett

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

"That, for the purposes of Listing Rule 10.11 and for all other purposes, and subject to the passing of Resolution 4, Shareholders approve the issue of up to 2,857,143 Placement Shares to Mr Alexander Hewlett (or his nominee) on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Alexander Hewlett and any other person who will obtain a material benefit as a result of the proposed issue of Placement Shares under the Placement (except a benefit solely by reason of being a holder of Shares) or an associate of that person (or those persons). However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

8 Resolution 8 – Issue of Options to Samuel Ekins

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

"That, for the purposes of Listing Rule 10.14, and for all other purposes, and subject to completion of the Transaction under the Tenement Sale Agreement, Shareholders approve the issue of 10,000,000 options each exercisable into one Share at a zero-cent exercise price on or before 60 months from issue to Samuel Ekins (Managing Director) on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion:

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Samuel Ekins, any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the ESIP, or an associate of those persons. However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibitions:

In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

(a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and

(b) the appointment does not specify the way the proxy is to vote on this Resolution.

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9 Resolution 9 - Issue of Options to Matthew Banks

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

"That, for the purposes of Listing Rule 10.14, and for all other purposes, and subject to completion of the Transaction under the Tenement Sale Agreement, Shareholders approve the issue of 7,500,000 options each exercisable into one Share at a zero-cent exercise price on or before 60 months from issue to Matthew Banks (Executive Director) on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Matthew Banks, any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the ESIP, or an associate of those persons. However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibitions:

In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

(a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and

(b) the appointment does not specify the way the proxy is to vote on this Resolution.

10 Resolution 10 - Issue of Options to Jeff Elliott

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

"That, for the purposes of Listing Rule 10.14, and for all other purposes, and subject to completion of the Transaction under the Tenement Sale Agreement, Shareholders approve the issue of 5,000,000 options each exercisable into one Share at a zero-cent exercise price on or before 60 months from issue to Jeff Elliott (Non-Executive Chairman) on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Jeff Elliott, any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the ESIP, or an associate of those persons. However, this does not apply to a vote cast in favour of this Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibitions:

In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that

appointment, on this Resolution if:

(a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and

(b) the appointment does not specify the way the proxy is to vote on this Resolution.

Voting entitlements

The Company has determined that, in accordance with section 7.11.37 of the *Corporations Regulations 2001 (Cth)*, for the purposes of the Meeting, Shares will be taken to be held by the persons who are the registered holders at 10:30am (AWST) on 12 July 2023. Accordingly, share transfers registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

Voting instructions

(a) Votes at the Meeting may be given personally or by proxy, attorney or representative.

(b) A proxy need not be a Shareholder of the Company.

(c) The Proxy Form sent with this Notice should be used for the Meeting.

(d) Each Shareholder who is entitled to cast 2 or more votes at the Meeting may appoint up to 2 persons to act as proxies and may specify the proportion or number of votes that each proxy is entitled to exercise. If a Shareholder does not specify the proportion or number of that Shareholder's votes that each proxy may exercise, then each proxy will be entitled to exercise half of that Shareholder's votes. An additional Proxy Form will be supplied by the Company on request. No Shareholder may appoint more than 2 proxies.

(e) In the case of a Shareholder who is an individual, a Proxy Form must be executed under the hand of the individual or their attorney duly authorised in writing and, in the case of a member that is a corporation, a Proxy Form must be executed by the corporation under common seal, pursuant to section 127 of the Corporations Act or under the hand of its duly authorised officer or attorney.

(f) Any Shareholder may by power of attorney appoint an attorney to act on his or her behalf and such power of attorney or a certified copy of it must be received by the Company in accordance with this Notice.

(g) Any corporation that is a Shareholder may appoint a representative to attend and vote for that corporation at the Meeting. Appointments of corporate representatives must be received by the Company in accordance with this Notice or handed in at the Meeting when registering as a corporate representative.

(h) Any directed proxies that are not voted on a poll at the Meeting by a Shareholder's appointed proxy will automatically default to the Chair, who is required to vote proxies as directed on a poll.

(i) A member of the Key Management Personnel (which includes each Director) will not be able to vote as proxy on Resolutions 8, 0 or 10 unless the Shareholder directs it how to vote or, in the case of the Chair, unless the Shareholder expressly authorises the Chair to do so.

(j) If a Shareholder intends to appoint a member of the Key Management Personnel (other than the Chair) as its proxy, the Shareholder should ensure that it directs the member of the Key Management Personnel how to vote on Resolutions 8, 0 and 10.

(k) If a Shareholder intends to appoint the Chair as its proxy for Resolutions 8, 0 or 10, the Shareholder can direct the Chair how to vote by marking one of the boxes for Resolutions 8, 0 or 10 (e.g. if the Shareholder wishes to vote 'for', 'against' or to 'abstain' from voting). If a Shareholder does not direct the Chair how to vote, then by submitting the Proxy Form, the Shareholder will be expressly authorising the Chair to exercise the proxy in respect of Resolutions 8, 0 or 10 even though it is connected to the remuneration of a member of the Key Management Personnel.

(l) Proxy Forms (including any instruments under which they have been executed) and powers of

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attorney granted by Shareholders must be lodged with the Company's share registry, Automic Share Registry:

(i) by post to GPO Box 5193, Sydney NSW 2001;

(ii) in person at Level 5, 126 Phillip Street, Sydney NSW 2000;

(iii) by email to meetings@automicgroup.com.au;

(iv) by facsimile to +61 2 8583 3040; or

(v) by mobile at investor.automic.com.au or scan the QR Code available on the proxy form,

so that they are received no later than 48 hours before the commencement of the Meeting.

(m) The Chair intends to exercise all available proxies in favour of *all* Resolutions unless the Shareholder has expressly indicated a different voting intention.

(n) If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolutions 8, 0 or 10 by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel of the Company.

Document components

This document includes this Notice and the accompanying Explanatory Statement and Proxy Form.

Authorisation

By order of the Board.

James Bahen
Company Secretary

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Explanatory Statement

This Explanatory Statement sets out the information which the Directors believe is material to Shareholders in deciding whether or not to pass the Resolutions.

The Explanatory Statement forms part of the Notice which should be read in its entirety. The Explanatory Statement contains the terms and conditions on which the Resolutions will be voted.

The Explanatory Statement includes the following information to assist Shareholders in deciding how to vote on the Resolutions.

A Proxy Form is located at the end of the Explanatory Statement.

1 General

In accordance with section 110D of the Corporations Act, this Notice and Explanatory Statement are being made available to Shareholders by electronic means and the Company will not be dispatching physical copies of this Notice, other than to any Shareholder who has elected to receive notices of meeting in hard copy only pursuant to section 110E, or who otherwise requests a hard copy of this Notice at least 48 hours before the Meeting.

The Notice can be viewed online and downloaded via:

(a) the Company's website at https://www.wildcatresources.com.au/;

(b) the Company's ASX platform at https://www2.asx.com.au/markets/company/wc8; or

(c) if the Shareholder has nominated an email address and has elected to receive electronic communications from the Company, the link sent by the Company to the Shareholder's nominated email address.

2 Background

2.1 Proposed Transaction

(a) On 17 May 2023, the Company announced that it had entered into an exclusive, binding, conditional agreement (**Agreement**) to acquire 100% of the Tabba Tabba Lithium-Tantalum Project, comprising the key WA mining tenements M45/354, M45/375, M45/376, M45/377, L45/323 and L45/329 (**Tabba Tabba Tenements**) from Global Advanced Metals Wodgina Pty Ltd (**GAMW**).

(b) As detailed in the 17 May 2023 ASX announcement:

(i) Tabba Tabba is a group of granted mining leases, with large areas of outcropping pegmatites and a high-grade tantalum deposit with a Mineral Resource estimate of 318Kt at 950ppm Ta2O5, made up as follows:

Measured	35.1kT @ 1,380ppm Ta_2O_5	107,125 lb Ta_2O_5
Indicated	187.0kT @ 1,020ppm Ta_2O_5	418,925 lb Ta_2O_5
Inferred	96.0kT @ 660ppm Ta_2O_5	140,150 lb Ta_2O_5
Combined	**318.1Kt @ 950ppm Ta_2O_5**	**666,200 lb Ta_2O_5**

The information in the above table (which relates to the Tabba Tabba Mineral Resources) is based on and fairly represents information compiled by Mr Samuel Ekins, a full-time employee of Wildcat and a member of the Australasian Institute of Mining and Metallurgy. Mr Ekins has sufficient experience of relevance to the styles of mineralisation and types of deposits under consideration, and to the activities undertaken to qualify as Competent Persons as defined in the 2012 Edition of the Joint Ore Reserves Committee (JORC) Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves. Mr Ekins consents to the inclusion in this notice of the matters based on his information in the form and context in which they appear.

(ii) The project is located just 50km from Port Hedland, WA and is nearby some of the world's largest hard-rock lithium mines;

(iii) Previous exploration focussed on tantalum mineralisation and the majority of samples were not assayed for lithium. However, mapping, sampling, and drilling has defined extensive occurrences of lithium-caesium-tantalum ("LCT") mineralised pegmatites with several intersections of high-grade lithium (> 2.0% Li2O) mineralisation; and

(iv) The Tabba Tabba Project provides Wildcat with an advanced exploration opportunity and with exploration success, a potential near-term development project. This complements the Company's early-stage exploration ground at its large and prospective Bolt Cutter Project.

(c) Shareholders are directed to the 17 May 2023 announcement for details of the Tabba Tabba project, the proposed transaction, and material terms of the Agreement, located here: https://cdn-api.markitdigital.com/apiman-gateway/ASX/asx-research/1.0/file/2924-02666883-6A1150511?access_token=83ff96335c2d45a094df02a206a39ff4

2.2 Conditions Precedent

(a) As set out in the 17 May 2023 ASX announcement, the agreement to sell the Tabba Tabba Tenements in return for the payment or issue of the Consideration, including the Consideration Shares and Consideration Performance Rights, is conditional upon and will not take effect until GAM obtains the necessary approvals under the FATA, or confirmation that such approvals are not required.

(b) Completion of the transaction is also conditional upon:

(i) Wildcat successfully completing a capital raising of at least $5,000,000 and holding a minimum cash balance of $10,000,000;

(ii) Wildcat obtaining necessary shareholder approvals required by law or the ASX Listing Rules, which includes approval to issue the Consideration Shares, the Success Fee (defined below) and the Introduction Fee (defined below) under Listing Rule 7.1 in relation to the Consideration Shares and the Success Fee, Listing Rule 10.11 and section 208 of the Corporations Act (if required) in relation to the Introduction Fee, and approval under item 7 of section 611 of the Corporations Act (if required);

(iii) Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements and to the registration of the RCF Royalty Security following the transfer;

(iv) RCF consenting to Wildcat as a transferee of the Tabba Tabba Tenements in accordance with the RCF Mineral Royalties Deed;

(v) RCF and GAM making certain amendments to the RCF Minerals Royalties Deed and agreeing the form of the RCF Royalty Security, in each case in a form acceptable to, RCF, GAM and Wildcat; and

(vi) Execution of a deed of assumption, assignment and release and deed of covenant in relation to the Amended RCF Minerals Royalty deed, execution of the RCF Royalty Security and execution of the Priority Deed, in each case in a form acceptable by all parties to them.

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2.3 Consideration

(a) As set out in the 17 May 2023 ASX announcement, the consideration payable for the acquisition of the Tabba Tabba Tenements (**Consideration**) comprises:

(i) Consideration securities to be issued to GAM comprising:

(A) 186,660,512 Shares in Wildcat; and

(B) 62,220,171 Performance Rights that will vest and be capable of exercise into Shares (on a 1 for 1 basis) upon Wildcat announcing an Inferred Mineral Resource on the Tabba Tabba Project of equal to or greater than 100,000 tonnes of contained Li_2O, with a cut-off grade of 0.1% Li2O.

(ii) In addition to the Consideration Securities, Wildcat will:

(A) grant to GAM a 0.75% gross revenue royalty with respect to the sale of lithium products extracted from the Tabba Tabba Project;

(B) grant to GAM a 1% gross revenue royalty with respect to the sale of tantalum products extracted from the Tabba Tabba Project; and

(C) assume GAM's obligations under an existing 1% net smelter royalty with respect to the sale of tantalum products extracted from the Tabba Tabba Project granted in favour of RCF Management L.L.C (as will be documented in the Amended RCF Minerals Royalty Deed),

(together, the **Royalties**).

2.4 Other key terms of Agreement

(a) As set out in the 17 May 2023 ASX announcement, other key terms of the Agreement (i.e. in addition to the key terms set out in sections 2.2 and 1.1 above) are:

(i) ***Success Fee and Introductory Fee*** – subject to Wildcat obtaining Shareholder approval (see Resolution 2 and Resolution 3), Wildcat will issue the following securities:

(A) to Harvis Avisers Pty Ltd (who have been engaged as Wildcat's advisors with respect to the transaction), upon completion of the transaction as a success fee (**Success Fee**):

(I) 10,000,000 Shares;

(II) 10,000,000 options each exercisable into one Share at an exercise price of A$0.040 on or before 36 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.042 per Share;

(III) 10,000,000 options each exercisable into one Share at an exercise price of A$0.045 on or before 36 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.056 per Share; and

(IV) 10,000,000 options each exercisable into one Share at an exercise price of A$0.06 on or before 48 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.07 per Share.

(B) to Mr Alex Hewlett (non-executive director), or his nominee, upon completion of the transaction as an introduction fee (**Introduction Fee**):

i. 10,000,000 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to a vesting condition that WC8 obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements;

ii. 6,666,666 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) WC8 obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and (2) Wildcat's Share price exceeds a 30-day VWAP of A$0.042 per Share;

iii. 6,666,667 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) WC8 obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and Wildcat's Share price exceeds a 30-day VWAP of A$0.056 per Share; and

iv. 6,666,667 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) WC8 obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and (2) Wildcat's Share price exceeds a 30-day VWAP of A$0.07 per Share.

(ii) ***Grant of Royalty Security*** – Wildcat will grant first ranking security interests over the Tabba Tabba Project tenements to GAM and RCF to secure payment of each of the Royalties and GAM's other mineral rights that will each be subordinated in the event WC8 secures project financing via a senior loan.

(iii) ***Grant of first right of refusal*** - GAM is granted a first right of refusal to purchase tantalum concentrate that is extracted from the Tabba Tabba Project at an agreed discount of 10% to market price in respect of secondary tantalum concentrate, and an agreed discount of 45% to market price of secondary tantalum concentrate in respect of primary tantalum concentrate.

(iv) ***Grant of option to fund, build and own a tantalum recovery plant*** - GAM is granted an option to fund, build and own a tantalum recovery plant to extract the tantalum recovered from Tabba Tabba only if:

(A) Wildcat elects to carry out mining operations at the Tabba Tabba Project; and

(B) Wildcat elects to construct a processing and recovery plant on or around the Tabba Tabba Project that does not incorporate tantalum recovery capability (i.e. does not see commercial value in the tantalum).

In the above circumstance Wildcat will operate the Tantalum Circuit, and any tantalum product that is processed through the Tantalum Circuit will be owned by GAM although GAM will reimburse Wildcat for the cost of operating the Tantalum Circuit. The Tantalum Royalty will not apply with respect to any tantalum owned by GAM that is processed though the Tantalum Circuit. If Wildcat elects to process tantalum product produced from areas other than the Tabba Tabba Tenements through the Tantalum Circuit, Wildcat will pay GAM a usage charge.

(v) ***Appointment of Nominee Director*** - GAM will have a right to appoint a Nominee Director subject to GAM (and its associates) holding a relevant interest in Shares representing at least 10% of all Shares on issue.

3 Resolution 1 – Issue of Consideration Securities to GAM for the acquisition of 100% of the Tabba Tabba Project

3.1 General

(a) As set out in section 2 above, the Company is seeking Shareholder approval to issue the Consideration Securities to GAM (as the nominee of GAMW) in consideration for the acquisition of the Tabba Tabba Tenements, and subject to the conditions precedent under the Agreement being satisfied and completion occurring.

(b) GAMW is the legal and beneficial owner of the Tabba Tabba Tenements.

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3.2 Listing Rule 7.1

(a) Listing Rule 7.1 provides that a Company may, subject to specified exceptions, during any 12 month period, issue equity securities up to 15% of the number of Shares on issue at the commencement of the 12 month period without obtaining Shareholder approval.

(b) The purpose of Resolution 1 is to approve, in accordance with Listing Rule 7.1, the issue of the Consideration Securities to GAM.

(c) The proposed issue of the Consideration Shares does not fit within any of the exceptions set out in Listing Rule 7.2.

(d) The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain shareholder approval under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder approval pursuant to Listing Rule 7.1 so that it does not use up any of its 15% placement capacity under Listing Rule 7.1.

3.3 Technical information required by Listing Rule 7.1

Pursuant to, and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 1:

(a) The Consideration Securities are proposed to be issued to GAM as nominated under the Agreement by GAMW (the Vendor of the Tabba Tabba Tenements) under the Agreement, the material terms of which are summarised in section 2 above.

(b) The Consideration Securities comprise:

(i) 186,660,512 Shares in Wildcat; and

(ii) 62,220,171 Performance Rights that will vest and be capable of exercise into Shares (on a 1 for 1 basis) upon Wildcat announcing an Inferred Mineral Resource on the Tabba Tabba Project of equal to or greater than 100,000 tonnes of contained Li2O, with a cut-off grade of 0.1% Li2O.

(c) In accordance with paragraph 7.2 of ASX Guidance Note 21, the Company confirms that:

(i) neither GAM or GAMW is a related party of the Company, a member of the Company's Key Management Personnel, an adviser of the Company or an associate of any of these parties; and

(ii) on Completion, GAM will hold 17.6% of the issued capital of the Company on an undiluted basis.

(d) The Shares issued to GAM will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares and will not be subject to voluntary escrow conditions.

(e) The Performance Rights will be issued for nil cash consideration to GAM as part of the consideration for the acquisition of the Tabba Tabba Tenements on the terms and conditions set out in Schedule 4.

(f) The Consideration Securities will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that the issue of the Consideration Shares and Performance Rights will occur on the same date within that time period (with the Performance Rights vesting subject to the achievement of the applicable performance milestone set out in Schedule 4);

(g) The purpose of the issue of the Consideration Securities is to satisfy the Company's obligations under the Agreement with the vendor of the Tabba Tabba Tenements, that is described in further detail in Section 2; and

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(h) A voting exclusion statement is included in Resolution 1 of the Notice.

3.4 Voting consequences

(a) If Shareholders approve Resolution 1 then, subject to Completion occurring under the Agreement, the Consideration Securities will be treated as having been made with approval under Listing Rule 7.1.

(b) If Shareholders do not approve Resolution 1, the Transaction will not be able to proceed.

3.5 Board Recommendation

The Directors recommend that Shareholders vote in favour of Resolution 1. The Chair intends to vote undirected proxies in favour of Resolution 1.

4 Resolution 2 – Issue of Success Fee Shares and Options to Harvis Advisers Pty Ltd

4.1 General

(a) Harvis Advisers Pty Ltd (**Harvis**) have been engaged as Wildcat's advisors in respect of the Transaction under a mandate letter agreement dated on or around 23 November 2022 (**Financial Advisory Mandate**).

(b) As set out in section 2 above, the Company is seeking Shareholder approval to issue the Success Fee Shares and Options to Harvis, subject to the conditions precedent under the Agreement being satisfied and completion occurring.

(c) The issue of the Success Fee Shares and Options to Harvis in connection with the financial advisory services provided to Wildcat under the Financial Advisory Mandate is, subject to completion of the Transaction occurring, a requirement under the Financial Advisory Mandate. Other material terms of the agreement are:

(i) if the Placement the subject of Resolution 4 proceeds, Harvis will:

(A) be entitled to receive a $100,000 consulting fee from Wildcat upon successful completion of the Placement; and

(B) have a priority allocation of $1,000,000 under the Placement, with no fees payable.

(ii) if, following completion of the Transaction, Wildcat proceeds to acquire other assets in the Pilbara Region of WA from GAM or a third party, then a follow on success fee may be payable to Harvis, subject to regulatory and Shareholder approval, of a further 10,000,000 options each exercisable into one Share at an exercise price equating to 200% of the 30 day VWAP immediately prior to the follow on acquisition being announced, with a 48 month term.

(iii) if the Transaction does not complete and Wildcat receives a break fee in respect of the Transaction, or a proportion of a break fee, Wildcat shall pay Harvis 25% of any such break fee received.

(iv) Harvis' liability is limited to the extent of the fees actually received from Wildcat in connection with the services provided under the agreement, and is not liable to the extent that Wildcat is responsible for an act or omission that contributed to the relevant loss, or for any indirect or consequential costs, loss or damage or loss of profits.

(v) Wildcat indemnifies and holds Harvis harmless in respect of loss or liability incurred by Harvis as a result of material breach of the agreement, material non-compliance by Wildcat with applicable law, any review or investigation undertaken by a regulatory body, or defending or settling an actual or potential claim for which Wildcat is liable.

(vi) either Wildcat or Harvis may give written notice of no less than 30 days to terminate.

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Termination does not in any way affect either party's respective rights accrued up to the effective time of termination.

4.2 Listing Rule 7.1

(a) A summary of Listing Rule 7.1 is set out in section 3.2 above.

(b) The purpose of Resolution 2 is to approve, in accordance with Listing Rule 7.1, the issue of the Success Fee Shares and Options to Harvis.

4.3 Technical information required by Listing Rule 7.1

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

(a) The Success Fee Shares and Options are proposed to be issued to Harvis in connection with its performance of services as advisor to the Company regarding Wildcat's proposed acquisition of the Tabba Tabba Tenements under the Agreement, and subject to the conditions precedent under the Agreement being satisfied, and completion occurring.

(b) The Success Fee comprises:

(i) 10,000,000 Shares in Wildcat;

(ii) 10,000,000 options each exercisable into one Share at an exercise price of A$0.040 on or before 36 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.042 per Share;

(iii) 10,000,000 options each exercisable into one Share at an exercise price of A$0.045 on or before 36 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.056 per Share; and

(iv) 10,000,000 options each exercisable into one Share at an exercise price of A$0.06 on or before 48 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.07 per Share.

(c) If issued, assuming the 30 day VWAP is greater than the vesting condition price, the Options may be exercised immediately.

(d) In accordance with paragraph 7.2 of ASX Guidance Note 21, the Company confirms that:

(i) Harvis has been engaged as an advisor to the Company in respect of the Transaction;

(ii) Harvis is not a related party of the Company, members of the Company's Key Management Personnel, or an associate of any of these parties; and

(iii) on Completion, Harvis will hold 0.9% of the issued capital of the Company on an undiluted basis.

(e) The Shares issued to Harvis will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares, and will not be subject to voluntary escrow conditions.

(f) The Options will be issued for nil cash consideration to Harvis as part of the consideration for the advisory services provided to the Company in connection with the acquisition of the Tabba Tabba Tenements, on the terms and conditions set out in Schedule 5.

(g) The Success Fee Shares and Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Success Fee Shares and Options will occur on the same date within that period (with the Options vesting subject to the achievement of the applicable vesting condition set out in Schedule 5);

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(h) The purpose of the issue of the Success Fee Shares and Options is to satisfy the Company's obligations to Harvis in connection with the services provided to the Company; and

(i) A voting exclusion statement is included in Resolution 2 of this Notice.

4.4 Voting consequences

(a) If Shareholders approve Resolution 2 then, subject to Completion occurring under the Agreement, the Success Fee Shares and Options will be issued to Harvis, and will be treated as having been made with approval under Listing Rule 7.1.

(b) If Shareholders do not approve Resolution 2, but approve Resolutions 1 and 4, the Company will need to seek to negotiate an alternative commercial arrangement with Harvis.

(c) If Shareholders do not approve Resolutions 1, 2, or 4, the Transaction will not proceed and the Company will not issue the Success Fee Shares and Options to Harvis.

4.5 Board recommendation

(a) Resolution 2 is an ordinary resolution.

(b) The Board considers that the issue of the Success Fee Shares and Options is reasonable and appropriate consideration for the services provided by Harvis in connection with the Transaction and recommends that Shareholders vote in favour of Resolution 2.

(c) The Chair intends to vote undirected proxies in favour of Resolution 2.

5 Resolution 3 – Issue of Introduction Fee Options to Mr Alexander Hewlett

5.1 General

(a) Mr Alex Hewlett is a non-executive director of the Company, and identified and introduced the proposed Transaction to Wildcat.

(b) As set out in section 2 above, the Company is seeking Shareholder approval to issue the Introduction Fee Options to Mr Hewlett, subject to and conditional upon the conditions precedent under the Agreement being satisfied and completion occurring.

5.2 Listing Rule 10.11

(a) Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

(i) 10.11.1 – a related party;

(ii) 10.11.2 – a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company;

(iii) 10.11.3 – a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;

(iv) 10.11.4 – an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or

(v) 10.11.5 – a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

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(b) The issue of the Introduction Fee Options falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

(c) The purpose of Resolution 3 is to approve, in accordance with Listing Rule 10.11, the issue of the Introduction Fee Options to Mr Alex Hewlett.

5.3 Technical information required by Listing Rule 10.13

Pursuant to, and in accordance with Listing Rule 10.13, the following information is provided in relation to Resolution 3:

(a) The person to whom the Introduction Fee Options will be issued is Mr Alex Hewlett, or his nominee.

(b) Mr Hewlett is a related party under Listing Rule 10.11.1, as a result of his office as non-executive director.

(c) The Introduction Fee comprises:

(i) 10,000,000 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to a vesting condition that Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements;

(ii) 6,666,666 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and (2) Wildcat's Share price exceeds a 30-day VWAP of A$0.042 per Share;

(iii) 6,666,667 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and Wildcat's Share price exceeds a 30-day VWAP of A$0.056 per Share; and

(iv) 6,666,667 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and (2) Wildcat's Share price exceeds a 30-day VWAP of A$0.07 per Share,

(collectively, the **Introduction Fee Options**).

(d) The Introduction Fee Options will be issued for nil cash consideration to Mr Hewlett or his nominee as consideration for identifying and introducing the Tabba Tabba Project to the Company, on the terms set out in Schedule 6, with the Options vesting subject to the achievement of the applicable vesting condition set out in Schedule 6.

(e) The Introduction Fee Options will be issued no later than 1 month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).

(f) The purpose of the issue of the Introduction Fee Options is to remunerate Mr Hewlett for identifying and introducing the Tabba Tabba Project to the Company.

(g) The Company's obligation to issue the Introduction Fee Options arises under the Agreement, which is summarised in section 2 above.

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(h) The annual remuneration package including any superannuation and non-cash benefits payable to Mr Hewlett in connection with his office as non-executive director of the Company is as follows:

Director	Current Financial Year 2023[1]	Previous Financial Year 2022
Alexander Hewlett	$83,889[2]	$30,000[3]

Notes:

1. This does not include the value of any future Equity Securities which may be issued to the Directors, including pursuant to this Notice.
2. Comprising of cash and salary fees of $25,000 and equity-based payments of $58,889.
3. Comprising of cash and salary fees of $30,000

(i) As at the date of this Notice, the relevant interests of Mr Hewlett in the Company is as follows:

Director	Shares	Options	Performance Shares
Alexander Hewlett[1]	13,116,071	4,500,000[2]	13,275,438[3]

Notes:

1. Securities held by entities related to Mr Hewlett being Alexander RH Hewlett and Michelle T Hewlett <The Elefantino Superannuation Fund>, Mazza Resources Pty Ltd and Elefantino Pty Ltd <Talula A/C>.
2. Comprising of 1,500,000 Unquoted Options (exercisable at $0.05 and expiring on or before 28 December 2025), 1,500,000 Unquoted Options (exercisable at $0.075 and expiring on or before 28 December 2025), 1,500,000 Unquoted Options (exercisable at $0.10 and expiring on or before 28 December 2025).
3. Comprising of 6,637,719 A Class performance shares, each converting to one share in Wildcat if the Company delineates on the Mt Adrah tenements a minimum inferred resource of 250,000 ounces of gold outside the current Hobbs Pipe resource estimate and 6,637,719 B Class performance shares, each converting to one share in Wildcat if the Company delineates on the Mt Adrah tenements a minimum inferred resource of 500,000 ounces of gold outside the current Hobbs Pipe resource estimate.

(a) The indicative valuation of the Introduction Fee Options is set out in Schedule 8.

(b) A voting exclusion statement is included in Resolution 3 of this Notice.

5.4 Chapter 2E of the Corporations Act

(a) For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

(i) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and

(ii) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

(b) The issue of the Introduction Fee Options to Mr Hewlett (or his nominee) constitutes giving a financial benefit and Mr Hewlett is a related party of the Company by virtue of being a Director.

(c) The Directors (other than Mr Hewlett who has a material personal interest in the outcome of

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Resolution 3) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the grant of Introduction Fee Options because the agreement to issue the Introduction Fee Options reached as part of the remuneration package for Mr Hewlett is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

5.5 Voting consequences

(a) If Shareholders approve Resolution 3 then, subject to Completion occurring under the Agreement, the Introduction Fee Options will be issued to Mr Hewlett or his nominee, and will be treated as having been made with approval under Listing Rule 10.11.

(b) If Shareholders do not approve Resolution 3, but approve Resolutions 1 and 4, the Company will need to seek to negotiate an alternative commercial arrangement with Mr Hewlett.

(c) If Shareholders do not approve Resolutions 1, 2, or 4, the Transaction will not proceed and the Company will not issue the Introduction Fee Options to Mr Hewlett.

5.6 Board recommendation

(a) Resolution 3 is an ordinary resolution.

(b) The Directors (other than Mr Hewlett) do not have material personal interests in the outcome of Resolution 3 due to the fact that no Directors (other than Mr Hewlett) will acquire a relevant interest in the Introduction Fee Options and it is not proposed that any Directors (other than Mr Hewlett) will acquire any Introduction Fee Options. Consequently, the Directors (other than Mr Hewlett) recommend that Shareholders approve Resolution 3 on the basis that that the issue of the Introduction Fee Options is considered reasonable and appropriate remuneration to Mr Hewlett in consideration for the identification and introduction of the Transaction to the Company. The Chair intends to vote undirected proxies in favour of Resolution 3.

(c) Mr Hewlett has a material personal interest in the outcome of Resolution 3 on the basis that he will be issued Introduction Fee Options if Resolution 3 is passed. For this reason, Mr Hewlett does not believe that it is appropriate to make a recommendation on Resolution 3.

6 Resolution 4 – Issue of Placement Shares

6.1 General

(a) As announced on 17 May 2023:

(i) the Company received firm bids from institutional, sophisticated or professional investors for a capital raising of 200,000,000 Shares at an issue price of 3.5 cents per Share to raise up to $7,000,000 before costs (**Placement**);

(ii) the issue of shares in connection with the Placement will, consistent with the issue of the Consideration Shares, the Success Fee, and the Introduction Fee, be subject to Wildcat obtaining shareholder approval under Listing Rule 7.1;

(iii) the directors of Wildcat (and / or their related parties) have, subject to Wildcat obtaining shareholder approval, subscribed for $750,000 in the Placement; and

(iv) Wildcat has engaged advisors and brokers in respect of the Placement and expects to pay fees of up to 5% of the amount raised under the Placement, being a maximum of $350,000 based on full subscription.

(b) The Company is proposing to issue up to 200,000,000 Shares at an issue price of 3.5 cents per Share to raise up to $7,000,000 before costs, subject to shareholder approval and completion occurring under the Agreement (**Placement Shares**).

(c) Wildcat has obtained POW approval from the Department for 1,000 RC drill holes and 1,000

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diamond drill holes and intends to drill an initial 6,000m of mixed RC and diamond drilling to define the lithium mineralised footprint of the Tabba Tabba pegmatite field. It will then commence infill drilling and work towards resource definition.

(d) The Company is obliged to spend at least $1m in ground in the first year of owning the Tabba Tabba Project. Additionally, the Company will complete aircore drilling at Bolt Cutter and continue soil sampling to work up additional targets for initial aircore drilling. At Mt Adrah in NSW, the Company expects to drill approximately 5,000m of mixed RC and diamond drilling and continue its regional reconnaissance soil sampling and geophysics programs.

(e) As summarised in section 3.2 above, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

(f) The proposed issue of the Placement Shares does not fit within any of the exceptions set out in Listing Rule 7.2.

(g) The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain shareholder approval under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder approval pursuant to Listing Rule 7.1 so that it does not use up any of its 15% placement capacity under Listing Rule 7.1.

6.2 Capital Structure

The capital structure of the Company following completion of the Transaction and the Placement is set out in the table at Schedule 10.

6.3 Technical information required by Listing Rule 7.1

In accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 4:

(a) The Placement Shares will be issued to institutional, professional and sophisticated investors.

(b) In accordance with paragraph 7.2 of ASX Guidance Note 21, the Company confirms that, other than as set out in Resolutions 5, 6 and 7, none of the Placement participants will be:

(i) related parties of the Company, members of the Company's Key Management Personnel, substantial holders of the Company, advisers of the Company or an associate of any of these parties; or

(ii) issued more than 1% of the issued capital of the Company;

(c) the maximum number of Placement Shares to be issued is 200,000,000 Shares which, when multiplied by the issue price of A$0.035, will raise an amount of A$7,000,000. The Placement Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares. The Company will not receive any other consideration for the issue of the Placement Shares;

(d) the Placement Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);

(e) the purpose of the issue of the Placement Shares is to raise at least $5,000,000 and up to $7,000,000 and satisfy the Company's obligations under the Agreement to purchase the Tabb Tabba Tenements. The Company intends to apply the funds raised from the Placement towards the activities set out in Section 6.1;

(f) Completion of the Capital Raise / Placement is a condition precedent to the Agreement, the material terms of which are set out in the Company's 17 May 2023 announcement;

(g) The Placement Shares are not being issued under, or to fund, a reverse takeover; and

(h) A voting exclusion statement is included in Resolution 4 of this Notice.

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6.4 Voting consequences

(a) If Shareholders approve Resolution 4 then, subject to completion occurring under the Agreement, the Placement Shares will be issued, and will be treated as having been made with approval under Listing Rule 7.1.

(b) If Shareholders do not approve Resolution 4, but approve Resolution 1, the Transaction will only proceed if mutually agreed in writing between the Company and GAMW.

(c) If Shareholders do not approve Resolutions 1 and 4, the Transaction will not proceed.

6.5 Board recommendation

(a) Resolution 4 is an ordinary resolution.

(b) The Board recommends that Shareholders vote in favour of Resolution 4.

7 Resolutions 5, 6 & 7 – Director Participation in Placement – Mr Matthew Banks, Mr Jeff Elliott and Mr Alexander Hewlett

7.1 General

(a) In accordance with Resolution 4, the Company is seeking Shareholder approval for the issue of up to 200,000,000 Shares at an issue price of 3.5 cents per Share to raise up to $7,000,000 before costs.

(b) Each of Mr Matthew Banks, Mr Jeff Elliott and Mr Alexander Hewlett wish to participate in the Placement.

(c) Resolutions 5, 6 and 7 seek Shareholder approval for the allotment and issue of up to:

(i) 7,142,857 Shares to Mr Matthew Banks (or his nominee) (the subject of Resolution 5);

(ii) 11,428,571 Shares to Mr Jeff Elliott (or his nominee) (the subject of Resolution 6), and

(iii) 2,857,143 Shares to Mr Alexander Hewlett (or his nominee) (the subject of Resolution 7),

(together, the **Related Participants**), arising from their respective participation in the Placement (**Participation**).

7.2 Listing Rule 10.11

(a) The requirements of Listing Rule 10.11 are set out in section 5.2 above.

7.3 Chapter 2E of the Corporations Act

(a) The requirements of Chapter 2E of the Corporations Act are summarised in section 5.4 above.

(b) The issue of Shares to the Related Participants constitutes giving a financial benefit and each of the Related Participants is a related party of the Company by virtue of being a director.

(c) The Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of Shares to the Related Participants because the Director Placement Shares will be issued on the same terms as the Shares issued to non-related party participants in the Placement, and as such the giving of the financial benefit to the Related Participants is on arm's length terms and the exception in section 210 of the Corporations Act applies.

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7.4 Technical information required under Listing Rule 10.13

(a) The Director Placement Shares will be issued to the following persons:

(i) Mr Matthew Banks (or his nominee)

(ii) Mr Jeff Elliott (or his nominee), and

(iii) Mr Alexander Hewlett (or his nominee),

each of whom falls within the category of Listing Rule 10.11.1 by virtue of being a director.

(b) The maximum number of Director Placement Shares to be issued:

(i) to Mr Matthew Banks (and / or his nominee(s)) under Resolution 5 is 7,142,857;

(ii) to Mr Jeff Elliott (and / or his nominee(s)) under Resolution 6 is 11,428,571; and

(iii) to Mr Alexander Hewlett (and / or his nominee(s)) under Resolution 7 is 2,857,143.

(c) The Director Placement Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.

(d) the Director Placement Shares will be issued no later than one month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);

(e) as set out in Section 6.1 above, the Company received firm bids from institutional, sophisticated or professional investors for a capital raising of 200,000,000 Shares (which includes the proposed issue of the Director Placement Shares) at an issue price of 3.5 cents per Share to raise up to $7,000,000 before costs;

(f) The issue price of the Director Placement Shares is the same issue price as all other Shares issued to other participants in the Placement. The Company will not receive any other consideration for the issue of the Director Placement Shares;

(g) The purpose of the issue of the Director Placement Shares is to raise up to an additional $750,000 (before costs) under the Placement, which the Company intends to use in the manner set out in Section 6.1 above;

(h) The Director Placement Shares are not intended to remunerate or incentivize the Directors;

(i) The Director Placement Shares are not being issued under an agreement; and

(j) Voting exclusion statements are included in Resolutions 5, 6 and 7 of the Notice.

7.5 Voting consequences

(a) If Shareholders approve Resolution 5, Resolution 6 and Resolution 7 then, subject to completion occurring under the Agreement, each of Messers Banks, Elliott and Hewlett or their respective nominees will be entitled to participate in the Placement and the respective Director Placement Shares will be issued, and will be treated as having been made with approval under Listing Rule 10.11.

(b) If Shareholders do not approve Resolution 5, Resolution 6 and Resolution 7 then each of Messers Banks, Elliott and Hewlett will not be entitled to participate in the Placement.

7.6 Board recommendation

(a) Resolution 5, 6 and 7 are ordinary resolutions.

(b) The Board recommends that Shareholders vote in favour of Resolution 5, Resolution 6 and Resolution 7. Each of Messers Banks, Elliott and Hewlett abstained from voting on their own resolution.

8 Resolution 8 to 10 – Approval of Issue of Incentive Options to certain Directors

8.1 General

(a) The Company is proposing to issue:

(i) 10,000,000 Incentive Options to Mr Ekins (and / or his nominee(s)) under Resolution 8;

(ii) 7,500,000 Incentive Options to Mr Banks (and / or his nominee(s)) under Resolution 0; and

(iii) 5,000,000 Incentive Options to Mr Elliott (and / or his nominee(s)) under Resolution 10,

being 22,500,000 Incentive Options in aggregate, under the ESIP, to certain Directors and / or their nominee(s).

8.2 Listing Rule 10.14

(a) Listing Rule 10.14 requires shareholder approval to be obtained where an entity issues, or agrees to issue, Equity Securities under an employee incentive scheme to:

(i) a director of the entity (Listing Rule 10.14.1);

(ii) an associate of a person referred to in Listing Rule 10.14.1 (Listing Rule 10.14.2);

(iii) a person whose relationship with the company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders (Listing Rule 10.11.5),

unless it obtains the approval of its shareholders.

(b) If Resolutions 8, 0 and 10 are passed the Company will be able to proceed with the issue of the Incentive Options to the Related Parties (or their respective nominees) and the Related Parties will be remunerated accordingly.

(c) If Resolutions 8, 0 and 10 are not passed, the Company will not be able to proceed with the issue of the Incentive Options to the Related Parties (or their respective nominees) and the Company may need to consider other forms of incentive remuneration to remunerate the Related Parties, including by the payment of cash.

(d) As Shareholder approval is sought under Listing Rule 10.14, approval under Listing Rules 7.1 or 10.11 is not required.

8.3 Specific information required by Listing Rule 10.15

(a) Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to the proposed issue of the Incentive Options:

(i) the Incentive Options will be issued under the ESIP to Messrs Samuel Ekins, Matthew Banks and Jeff Elliott (**Related Parties**) (or their nominee(s)), each of whom is a director;

(ii) each of the Related Parties falls into the category stipulated by Listing Rule 10.14.1. In the event that the Incentive Options are issued to a nominee of Messrs Ekins, Banks and Elliott, those persons will fall into the category stipulated by Listing Rule 10.14.2;

(iii) the maximum number of Incentive Options to be issued to the Related Parties (or their respective nominees) is 22,500,000 Incentive Options;

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(iv) the number of securities that have previously been issued to the Related Parties or their nominees under the ESIP, for which no acquisition price was paid, is set out below:

Director	Options	Performance Shares
Sam Ekins	9,000,000[1]	-
Matthew Banks	9,000,000[2]	20,861,410[3]
Jeff Elliott	9,000,000[4]	-

Notes:

1. Comprising 3,000,000 Unquoted Options (exercisable at $0.05 and expiring on or before 8 March 2024), 3,000,000 Unquoted Options (exercisable at $0.075 and expiring on or before 8 March 2024), 3,000,000 Unquoted Options (exercisable at $0.10 and expiring on or before 8 March 2024).
2. Comprising 3,000,000 Unquoted Options (exercisable at $0.05 and expiring on or before 28 December 2025), 3,000,000 Unquoted Options (exercisable at $0.075 and expiring on or before 28 December 2025), 3,000,000 Unquoted Options (exercisable at $0.10 and expiring on or before 28 December 2025).
3. Comprising 10,430,705 A Class performance shares, each converting to one share in Wildcat if the Company delineates on the Mt Adrah tenements a minimum inferred resource of 250,000 ounces of gold outside the current Hobbs Pipe resource estimate and 10,430,705 B Class performance shares, each converting to one share in Wildcat if the Company delineates on the Mt Adrah tenements a minimum inferred resource of 500,000 ounces of gold outside the current Hobbs Pipe resource estimate.
4. Comprising of 3,000,000 Unquoted Options (exercisable at $0.05 and expiring on or before 13 January 2025), 3,000,000 Unquoted Options (exercisable at $0.075 and expiring on or before 13 January 2025), 3,000,000 Unquoted Options (exercisable at $0.10 and expiring on or before 13 January 2025).

(v) the current total remuneration package of each of the Related Parties is set out below:

Director	Current Financial Year 2023[1]	Previous Financial Year 2022
Sam Ekins	$202,426[2]	$256,772[5]
Matthew Banks	$218,609[3]	$110,000[6]
Jeff Elliott	$123,753[4]	$142,653[7]

Notes:

1 This does not include the value of any future Equity Securities which may be issued to the Directors, including pursuant to this Notice.

2 Comprising of cash and salary fees of $192,499 and equity-based payments of $9,926.

3 Comprising of cash and salary fees of $100,499 and equity-based payments of $117,776.

4 Comprising of cash and salary fees of $45,833 and equity-based payments of $77,919.

5 Comprising of cash and salary fees of $210,000 and equity-based payments of $46,772

6 Comprising of cash and salary fees of $110,000

7 Comprising of cash and salary fees of $51,644 and equity-based payments of $91,009

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(v) As at the date of this Notice, the relevant interests of Messers Ekins, Banks and Elliott in the Company are as follows:

Director	Shares	Options	Performance Shares
Sam Ekins	86,206	9,000,000[1]	-
Matthew Banks[2]	26,463,949	9,000,000[3]	20,861,410[4]
Jeff Elliott[5]	2,936,364	9,000,000[6]	-

Notes:

1. Comprising 3,000,000 Unquoted Options (exercisable at $0.05 and expiring on or before 8 March 2024), 3,000,000 Unquoted Options (exercisable at $0.075 and expiring on or before 8 March 2024), 3,000,000 Unquoted Options (exercisable at $0.10 and expiring on or before 8 March 2024).
2. Securities held by entities related to Mr Banks being Matthew Ian Banks and Sandra Elizabeth Banks <Matthew Banks S/F A/C>, Rock the Polo Pty Ltd <Rock the Polo a/c> and Mr Matthew Banks <Camel Rock A/C>.
3. Comprising 3,000,000 Unquoted Options (exercisable at $0.05 and expiring on or before 28 December 2025), 3,000,000 Unquoted Options (exercisable at $0.075 and expiring on or before 28 December 2025), 3,000,000 Unquoted Options (exercisable at $0.10 and expiring on or before 28 December 2025).
4. Comprising 10,430,705 A Class performance shares, each converting to one share in Wildcat if the Company delineates on the Mt Adrah tenements a minimum inferred resource of 250,000 ounces of gold outside the current Hobbs Pipe resource estimate and 10,430,705 B Class performance shares, each converting to one share in Wildcat if the Company delineates on the Mt Adrah tenements a minimum inferred resource of 500,000 ounces of gold outside the current Hobbs Pipe resource estimate.
5. Securities held by an entity related to Mr Jeff Elliott being Cougar 40 Pty Ltd.
6. Comprising of Comprising 3,000,000 Unquoted Options (exercisable at $0.05 and expiring on or before 13 January 2025), 3,000,000 Unquoted Options (exercisable at $0.075 and expiring on or before 13 January 2025), 3,000,000 Unquoted Options (exercisable at $0.10 and expiring on or before 13 January 2025).

(excluding any Shares that may be issued to them pursuant to Resolutions 5 to 7, if approved by Shareholders at the Meeting).

(vi) The Incentive Options:

(A) are subject to the ESIP terms, the key terms of which are summarised at Schedule 8;

(B) are being issued as a cost effective and efficient reward for the Company to appropriately incentivise the continued performance of the Directors and is considered by the Board to be consistent with the strategic goals and targets of the Company; and

(C) the current value that the Company attributes to each Incentive Option, based on the Black-Scholes option pricing model, is set out in Schedule 9, with the total value of the Incentive Options to be issued to Messers Ekins, Banks and Elliott being $720,476, $540,358 and $360,238 respectively. Refer to Schedule 9 for details of the underlying assumptions applied to the value of the Incentive Options.

(vii) the Incentive Options will be issued within 5 Business Days of the Transaction completing and in any case no later than 3 years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules);

(viii) the Incentive Options will have an issue price of nil as they will be issued as part of each Related Party's remuneration package;

(ix) a summary of the key terms of the ESIP is attached at Schedule 8;

(x) no loan will be provided to the Related Party in relation to the issue of the Incentive Options;

(xi) details of any Equity Securities issued under the Plan will be published in the Company's annual report relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Equity Securities under the Plan after this Resolution is approved and who were not named in this Notice will not participate until approval is obtained under that rule; and

(xii) a voting exclusion statement is included in the Notice.

8.4- Chapter 2E of the Corporations Act

(b) The requirements of Chapter 2E of the Corporations Act are summarised in section 5.4 above.

(c) The issue of the Incentive Options to Messers Ekins, Banks and Elliott constitutes giving a financial benefit and each of them is a related party of the Company by virtue of being a Director.

(d) The Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of Incentive Options to Messers Ekins, Banks and Elliott pursuant to Resolutions 8 to 10 as, given the positions held by Messers Ekins, Banks and Elliott, they constitute reasonable remuneration and fall within the exception in section 211 of the Corporations Act. Accordingly, the Directors have determined not to seek Shareholder approval under section 208 of the Corporations Act for the grant of the Options to Messers Ekins, Banks and Elliott pursuant to Resolutions 8 to 10 respectively. Each of Messers Ekins, Banks, and Elliott abstained from voting on their own resolution

8.5 Voting Consequences

(a) If Resolutions 8 to 10 (inclusive) are passed, the Company will be able to proceed to issue the respective Incentive Options to Messers Ekins, Banks and Elliott, with the respective Incentive Options being issued under the ESIP.

(b) If Resolutions 8 to 10 (inclusive) are not passed, the Company will not be able to proceed to issue the respective Incentive Options to Messers Ekins, Banks and Elliott.

8.6 Board recommendation

(a) Resolution 8, 0 and 10 are ordinary resolutions.

(b) The Board recommends that Shareholders vote in favour of Resolution 8, Resolution 0 and Resolution 10. Each of Messers Ekins, Banks, and Elliott abstained from voting on their own resolution.

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Schedule 1 – Definitions

In the Notice, words importing the singular include the plural and vice versa.

$ or A$ means Australian Dollars.

Article means an article of the Constitution.

Amended RCF Minerals Royalty Deed means the RCF Minerals Royalty Deed amended and restated in a form acceptable to RCF, the Vendor and GAMG to include provisions that require the payer of the royalty under the RCF Minerals Royalty Deed to provide the RCF Royalty Security on substantially similar terms to the requirements to provide security in accordance with the Ta Mineral Rights and Royalty Deed or such other terms as agreed by the Purchaser and approved by RCF and GAM.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 or the financial market operated by ASX Limited, as the context requires.

AWST means Western Standard Time being the time in Perth, Western Australia.

Board means the board of Directors.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Capital Raising or **Placement** means a capital raising to be conducted by the Purchaser for the issue of 200,000,000 Shares to raise at least $5,000,000.

Chair means the person appointed to chair the Meeting of the Company convened by the Notice.

Closely Related Party means:

(a) a spouse or child of the member; or

(b) has the meaning given in section 9 of the Corporations Act.

Company means Wildcat Resources Limited (ACN 098 326 938).

Consideration Securities means the Consideration Shares and the Consideration Performance Rights.

Consideration Shares means 186,660,512 Shares.

Consideration Performance Rights means 62,220,171 Performance Rights.

Constitution means the constitution of the Company as at the date of the Meeting.

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

Director means a director of the Company.

Deed of Covenant means the deed of covenant between GAMW, GAM, Wildcat and RCF provided in a form in accordance with the Amended RCF Minerals Royalty Deed.

Department means the Department of Mines, Industry Regulation and Safety in Western Australia.

DOAAR means a deed of assignment, assumption and release to be signed by GAMW, Wildcat and GAM in favour of RCF.

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ESIP means the Company's Employee Securities Incentive Plan, approved by the shareholders at the general meeting on 30 November 2022, they key terms of which are summarised at Schedule 8.

Equity Security has the same meaning as in the Listing Rules.

Explanatory Statement means the explanatory statement which forms part of the Notice.

FATA means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

Form 25 means Form 25 as set out in Schedule 1 of the *Mining Regulations 1981 (WA)*.

Form 26 means Form 26 as set out in Schedule 1 of the *Mining Regulations 1981 (WA)*.

FIRB Application means an application submitted by GAM under the FATA.

GAM Royalty Security means the “Royalty Security” (as defined in each of the Ta Royalty and Mineral Rights Deed and Li Royalty Deed).

Incentive Options means the 22,500,000 Options which are proposed to be issued (subject to shareholder approval) to Mr Samuel Ekins, Mr Matthew Banks and Mr Jeffrey Elliott on the terms and conditions set out in the Purchaser Disclosed Information.

Introduction Fee means the following securities to be issued to Mr Alex Hewlett (or his nominee) by the Purchaser in connection with the acquisition of the Tenements:

(a) 10,000,000 Options with a zero-cent exercise price and expiry date that is 48 months from issue;

(b) 6,666,666 Options with a zero-cent exercise price and expiry date that is 48 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.042 per Share;

(c) 6,666,667 Options with a zero-cent exercise price and expiry date that is 48 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.056 per Share; and

(d) 6,666,667 Options with a zero-cent exercise price and expiry date that is 48 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.07 per Share.

Key Management Personnel has the meaning given in the accounting standards issued by the Australian Accounting Standards Board. It includes those persons having authority and responsibility for planning, directing and controlling the activities of the Company or, if the Company is part of a consolidated entity, the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Li Royalty Deed means the Lithium Royalty Deed between the Vendor and the Purchaser.

Listing Rules means the listing rules of ASX.

Meeting has the meaning given in the introductory paragraph of the Notice.

Mining Act means the *Mining Act 1978 (WA)* or any amendment or statutory replacement of that Act and includes regulations and orders made under that Act.

Minister means the Minister of the Crown in the right of the State of Western Australia responsible for the administration of the Mining Act from time to time.

New RCF Royalty Security means the RCF Royalty Security to be given by the Purchaser in favour of RCF in respect of the Tenements.

Notice means this notice of annual general meeting.

Official List means the official list of ASX.

Option means an option to acquire a Share.

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Performance Right means a performance right to acquire a Share on the terms and conditions set out in Schedule 4.

Placement Shares means Shares issued in connection with the private placement by the Company of up to 200,000,000 Shares to sophisticated and professional investors at an issue price of 3.5 cents per Share to raise up to $7,000,000 before costs.

Priority Deed means a priority deed between RCF, the Vendor and the Purchaser governing the priority of the rights of the respective parties under the GAM Royalty Security and the New RCF Royalty Security.

Proxy Form means the proxy form attached to or accompanying the Notice.

RCF means RCF Management L.L.C.

RCF Mineral Royalties Deed means the Minerals Royalty Deed between GAM, the Vendor, Global Advanced Metals Greenbushes Pty Ltd and RCF originally dated 31 March 2014, as amended and amended and restated from time to time and most recently amended and restated prior to the date of this Agreement, by an amendment and restatement deed dated 21 March 2022.

RCF Royalty Security means security to be provided over the Tenements by the payer of the royalty in such form as required under and in accordance with the Amended RCF Minerals Royalty Deed.

Resolution means a resolution referred to in the Notice.

Schedule means a schedule to the Notice.

Section means a section of the Explanatory Statement.

Securities means any Equity Securities of the Company (including Shares, Options and/or Performance Rights).

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

Shareholder means the holder of a Share.

Success Fee means the following securities to be issued to Harvis Advisers Pty Ltd (or its nominee) by the Purchaser in connection with the acquisition of the Tabba Tabba Tenements:

(a) 10,000,000 Shares;

(b) 10,000,000 Options each with an exercise price of $0.040 and expiry date that is 36 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.042 per Share;

(c) 10,000,000 Options each with an exercise price of $0.045 and expiry date that is 36 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.056 per Share; and

(d) 10,000,000 Options each with an exercise price of $0.06 and expiry date that is 48 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.07 per Share.

Sunset Date means 5:00pm (AWST) on 30 September 2023, or such other date as is agreed between the Purchaser and Vendor.

Tabba Tabba Tenements means:

(a) the tenements and tenement applications listed in Section 2.1(a) and set out in Schedule 1 and depicted (for convenience only) in the map set out in Schedule 2;

(b) any other tenements which may be granted in lieu of, in substitution of, in renewal of, in conversion of, or as an extension to, the whole or any part of, or which relate to the same ground (as at the date of this Agreement) as the tenements specified in paragraph (a);

(c) includes all rights to mine and other privileges appurtenant to the tenements referred to in paragraphs (a) and (b); and

(d) the Mining Information (as defined in the Agreement).

Ta Royalty and Mineral Rights Deed means the Tantalum Royalty and Mineral Rights Deed between GAMW and the Company.

Trading Day has the meaning given in the Listing Rules.

VWAP means volume weighted average market price.

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Schedule 2 – Tabba Tabba Tenements

Tenement	Holder	Caveat type and holder
M45/354	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC
M45/375	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC
M45/376	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC
M45/377	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC
L45/323	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC
L45/329	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC

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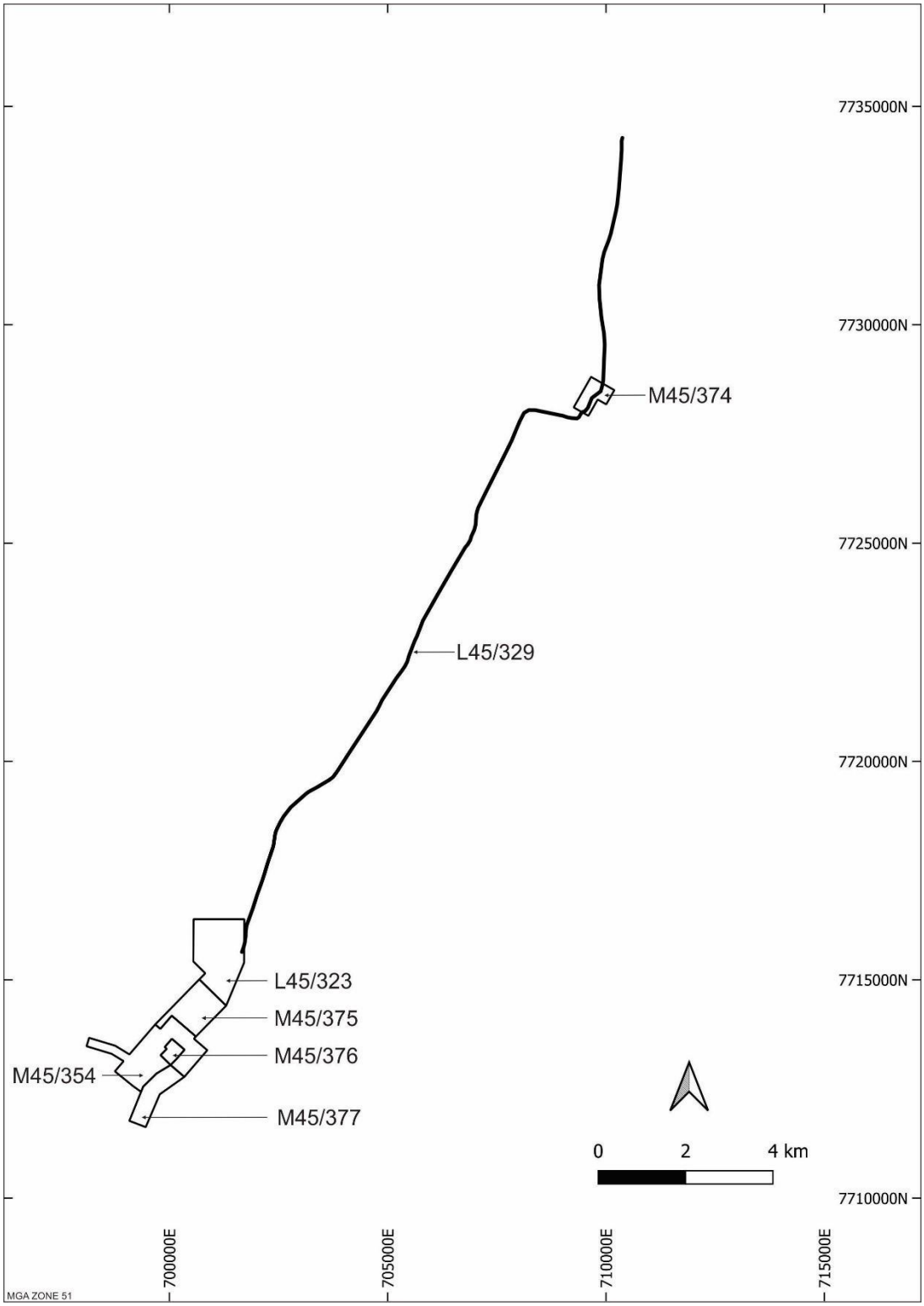
Schedule 3 – Map of Tabba Tabba Tenements



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Schedule 4 – Terms and Conditions of Performance Rights

The full terms and conditions of the Performance Rights to be issued to the Vendor (subject to passing of Resolution 1 and completion of the Transaction occurring under the Agreement) are as follows:

1. Definitions

ASX	means ASX Limited or, as the context requires, the financial market known as the Australian Securities Exchanges operated by it.
Agreement	means the tenement sale agreement dated 12 May 2023 between the Company, Global Advanced Metals Wodgina Pty Ltd and Global Advanced Metals Pty Ltd as amended by a variation letter dated 14 June 2023.
Board	means the board of directors of the Company.
Company	means Wildcat Resources Limited (€ 098 236 938).
Conversion	means the conversion of a Performance Right into a Share and **Convert** has a corresponding meaning.
Corporations Act	means the *Corporations Act 2001* (Cth)
Expiry Date	means 5:00 pm (WST) on the date that is 5 years after the date of issue of the Performance Rights.
Inferred Mineral Resource	has the meaning given to that term in The JORC Code 2012 edition or any amended or restated version of the JORC Code.
Listing Rules	means the ASX Listing Rules.
Performance Right	means a right to acquire one Share in accordance with the rules set out in these terms and conditions.
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means a holder of Shares.
Takeover Event	means: 1. a person, or a group of associated persons, has a relevant interest in Shares to give that person or persons the ability, in a general meeting, to replace all or a majority of the board of directors of the Company; 2. a takeover bid under Chapter 6 of the Corporations Act is made in respect of the Company under which acceptances have been received for more than 50% of the Shares on issue and the bid is declared unconditional by the bidder; or 3. a court grants orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its

	amalgamation with any other company or companies (including under Part 5.1 of the Corporations Act.
Takeover Restriction	has the meaning given in paragraph 2(iii).
Tenements	means: 1. M45/354, M45/375, M45/376, M45/377, L45/323, and L45/329; 2. if the Company or its related body corporate obtains 100% legal and beneficial interest in M45/374 as contemplated under the Agreement from Global Advanced Metals Wodgina Pty Ltd prior to Conversion, M45/374; and 3. any other mining tenement or tenements granted to the Company (or its related body corporate) which may be granted in lieu of or relate to the same ground as, the tenements set out above (as at the date of issue of the Performance Rights).
Vesting Condition	The Company announcing an Inferred Mineral Resource on the Tenements of equal to or greater than 100,000 tonnes of contained Li2O, with a cut-off grade of 0.1% Li_2O.

2. Vesting and Entitlement to Shares

(i) Each Performance Right will automatically vest and convert into Shares (on a one for one basis) upon:

(a) the Vesting Condition being satisfied; or

(b) a Takeover Event occurring.

(ii) Subject to satisfaction of the Vesting Condition, each Performance Right entitles the holder to be issued with one Share for nil cash consideration.

(iii) If the vesting or conversion of the Performance Rights (or any part thereof) would result in any person being in contravention of section 606(1) of the Corporations Act (**Takeover Restriction**) then the vesting or conversion (as the context requires) of those Performance Rights (or any part thereof) will be deferred until such later time or times that the vesting or conversion would not result in a contravention of the Takeover Restriction. The holder must give written notice to the Company if they consider that the vesting or conversion of those Performance Rights (or any part thereof) will result in the contravention of the Takeover Restriction, failing which the Company may assume the vesting or conversion of those Performance Rights will not result in any person being in contravention of the Takeover Restriction.

3. Expiry

(i) Unvested Performance Rights will automatically expire on the Expiry Date.

(ii) For the avoidance of doubt, a Performance Right will not automatically expire on the Expiry Date if a Vesting Condition or a Takeover Event has occurred before the Expiry Date but the vesting or conversion of the Performance Right has been deferred in accordance with paragraph 2(iii).

4. Transfer and encumbrances

(i) A Performance Right is not transferrable, except by GAM (as holder) to any of its shareholders.

(ii) A holder must not grant or permit any security interest or other encumbrances over a Performance Right.

5. Quotation of Performance Rights

(i) The Company will not apply for quotation of the Performance Rights.

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6. New issues

(i) There are no participation rights or entitlements inherent in the Performance Rights and a holder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights, such as a bonus issue or an entitlement issue.

7. Reorganisation

(i) If there is a reorganisation (including consolidation, sub-division, reduction or return) of the share capital of the Company, then the rights of the holder in relation the Performance Rights held by the holder will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation provided that, subject to compliance with the Listing Rules, the economic and other rights of the holder are not diminished or terminated following such amendment.

(ii) Any calculations or adjustments which are required to be made in relation to paragraph 7(i) will be made by the Board and will, in the absence of manifest error, be final and conclusive and binding on the Company and the holder.

(iii) The Company must, within a reasonable period (and in any case not later than 20 Business Days) of a reorganisation in paragraph 7(i) occurring, give to the holder notice of any change to the number of Shares which the holder is entitled to receive upon vesting of the Performance Rights.

8. Issue of Shares pursuant to Entitlement

(i) As soon as practicable after the after the date on which Performance Rights vest (**Vesting Date**), the Company will:

(ii) issue the number of Shares required under these terms and conditions in respect of the vested Performance Rights;

(iii) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, provided that the giving of such notice will not cause the Company to breach any applicable laws or regulations (including the Listing Rules); and

(iv) if admitted to the official list of ASX at the time, apply for and use reasonable endeavours to obtain official quotation on ASX of Shares issued pursuant to the Performance Rights.

(v) If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, the Company must, as soon as is reasonably practicable (and not later than 20 Business Days) after the Vesting Date issue a prospectus pursuant to section 708A(11) of the Corporations Act to ensure no secondary trading restrictions apply to such Shares.

(vi) Subject to the Company's constitution, all Shares issued upon vesting of the Performance Rights will rank in all respects (including rights relating to dividends) equally with the existing fully paid ordinary shares of the Company at the date of issue.

9. Other rights attaching to Performance Rights

(i) The Performance Rights shall confer on the holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders. The holders of the Performance Rights shall have the right to attend general meetings of the Company.

(ii) The Performance Rights do not confer:

(a) any right to vote, except as otherwise required by law;

(b) any entitlement to a dividend, whether fixed or at the discretion of the Board;

(c) any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise; and

(d) any right to participate in the surplus profit or assets of the entity upon winding up.

10. Amendments required by ASX

(i) These terms may be amended as necessary by the Board in order to comply with the Listing Rules (if applicable), or any directions of ASX (if applicable) regarding the terms, provided that, subject to compliance with the Listing Rules, the economic and other rights of the holder are not diminished or terminated following such amendment.

11. Governing law

(i) These terms and the rights and obligations of the holder are governed by the laws of Western Australia. The holder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia in this respect.

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Schedule 5 – Terms and Conditions of Options to be issued as part of the Success Fee

1. ENTITLEMENT

Each Success Fee Option (**Option**) entitles the holder to subscribe for one (1) Share upon exercise of the Option.

2. EXPIRY DATE

Each Option will expire at 5.00 pm (AWST) on the date that is 36 months from the date of issue (**Expiry Date**).

3. EXERCISE PRICE

The Option will have the following exercise price (**Exercise Price**):

- 10,000,000 options each exercisable into one Share at an exercise price of A$0.040 on or before 36 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.042 per Share;
- 10,000,000 options each exercisable into one Share at an exercise price of A$0.045 on or before 36 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.056 per Share; and
- 10,000,000 options each exercisable into one Share at an exercise price of A$0.06 on or before 48 months from issue subject to a vesting condition that the 30-day VWAP of Wildcat Shares exceeds A$0.07 per Share.

4. EXERCISE PERIOD AND LAPSING

Subject to Section 9 and satisfaction of the vesting condition, Options may be exercised at any time after the date of issue and prior to the Expiry Date. After this time, any unexercised Options will automatically lapse.

5. EXERCISE NOTICE AND PAYMENT

Options may be exercised by notice in writing to the Company (**Exercise Notice**) together with payment of the Exercise Price for each Option being exercised. Any Exercise Notice for an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt. Cheques paid in connection with the exercise of Options must be in Australian currency, made payable to the Company and crossed “Not Negotiable”.

6. SHARES ISSUED ON EXERCISE

Shares issued on exercise of Options will rank equally in all respects with the existing fully paid ordinary shares in the Company.

7. QUOTATION OF SHARES

Provided that the Company is quoted on ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

8. TIMING OF ISSUE OF SHARES

Subject to Section 9, within five (5) business days after the later of the following:

(a) receipt of an Exercise Notice given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised by the Company if the Company is not in possession of excluded information (as defined in section 708A(7) of the Corporations Act); and

(b) the date the Company ceases to be in possession of excluded information with respect to the Company (if any) following the receipt of the Exercise Notice and payment of the Exercise Price for each Option being exercised by the Company,

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the Company will allot and issue the Shares pursuant to the exercise of the Options and, to the extent that it is legally able to do so:

(a) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

(b) apply for official quotation on the ASX of the Shares issued pursuant to the exercise of the Options.

9. SHAREHOLDER AND REGULATORY APPROVALS

Notwithstanding any other provision of these terms and conditions, exercise of Options into Shares will be subject to the Company obtaining all required (if any) Shareholder and regulatory approvals for the purpose of issuing the Shares to the holder. If exercise of the Options would result in any person being in contravention of section 606(1) of the Corporations Act then the exercise of each Option that would cause the contravention will be deferred until such time or times that the exercise would not result in a contravention of section 606(1) of the Corporations Act. Holders must give notification to the Company in writing if they consider that the exercise of the Options may result in the contravention of section 606(1) of the Corporations Act, failing which the Company will be entitled to assume that the exercise of the Options will not result in any person being in contravention of section 606(1) of the Corporations Act.

10. PARTICIPATION IN NEW ISSUES

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least four business days after the issue is announced. This is intended to give the holders of Options the opportunity to exercise their Options prior to the announced record date for determining entitlements to participate in any such issue.

11. ADJUSTMENT FOR BONUS ISSUES OF SHARES

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

(a) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the holder would have received if the holder had exercised the Option before the record date for the bonus issue; and

(b) no change will be made to the Exercise Price.

12. ADJUSTMENT FOR RIGHTS ISSUE

If the Company makes an issue of Shares pro rata to existing Shareholders there will be no adjustment to the Exercise Price.

13. ADJUSTMENTS FOR REORGANISATION

If there is any reconstruction of the issued share capital of the Company, the rights of the holders may be varied to comply with the Listing Rules which apply to the reconstruction at the time of the reconstruction.

14. QUOTATION

The Company will not apply for quotation of the Options on ASX.

15. TRANSFERABILITY

Options can only be transferred with the prior written consent of the Company (which consent may be withheld in the Company's sole discretion).

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Schedule 6 – Terms and Conditions of Introduction Fee Options

1. ENTITLEMENT

Each Introduction Fee Option (**Option**) shall entitle the holder to subscribe for one (1) Share upon exercise of the Option.

2. EXPIRY DATE

Each Option will expire at 5.00 pm (AWST) on the date that is 48 months from the date of issue (**Expiry Date**).

3. EXERCISE PRICE

The Options will have the following exercise price (**Exercise Price**):

1. 6,666,666 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and (2) Wildcat's Share price exceeds a 30-day VWAP of A$0.042 per Share;
2. 6,666,667 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and Wildcat's Share price exceeds a 30-day VWAP of A$0.056 per Share; and
3. 6,666,667 options each exercisable into one Share at a zero-cent exercise price on or before 48 months from issue, subject to vesting conditions that: (1) Wildcat obtains Ministerial consent under the Mining Act (if required) to transfer the Tabba Tabba Tenements; and (2) Wildcat's Share price exceeds a 30-day VWAP of A$0.07 per Share.

4. EXERCISE PERIOD AND LAPSING

Subject to Section 9 and satisfaction of the relevant vesting condition, the Options may be exercised at any time after the date of issue and prior to the Expiry Date. After this time, any unexercised Options will automatically lapse.

5. EXERCISE NOTICE AND PAYMENT

Options may be exercised by notice in writing to the Company (**Exercise Notice**) together with payment of the Exercise Price for each Option being exercised. Any Exercise Notice for an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt. Cheques paid in connection with the exercise of Options must be in Australian currency, made payable to the Company and crossed "Not Negotiable".

6. SHARES ISSUED ON EXERCISE

Shares issued on exercise of Options will rank equally in all respects with the existing fully paid ordinary shares in the Company.

7. QUOTATION OF SHARES

Provided that the Company is quoted on ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

8. TIMING OF ISSUE OF SHARES

Subject to Section 9, within five (5) business days after the later of the following:

(c) receipt of an Exercise Notice given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised by the Company if the Company is not in possession of excluded information (as defined in section 708A(7) of the Corporations Act); and

(d) the date the Company ceases to be in possession of excluded information with respect to the Company (if any) following the receipt of the Exercise Notice and payment of the

Exercise Price for each Option being exercised by the Company,

the Company will allot and issue the Shares pursuant to the exercise of the Options and, to the extent that it is legally able to do so:

(e) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

(f) apply for official quotation on the ASX of the Shares issued pursuant to the exercise of the Options.

9. SHAREHOLDER AND REGULATORY APPROVALS

Notwithstanding any other provision of these terms and conditions, exercise of Options into Shares will be subject to the Company obtaining all required (if any) Shareholder and regulatory approvals for the purpose of issuing the Shares to the holder. If exercise of the Options would result in any person being in contravention of section 606(1) of the Corporations Act then the exercise of each Option that would cause the contravention will be deferred until such time or times that the exercise would not result in a contravention of section 606(1) of the Corporations Act. Holders must give notification to the Company in writing if they consider that the exercise of the Options may result in the contravention of section 606(1) of the Corporations Act, failing which the Company will be entitled to assume that the exercise of the Options will not result in any person being in contravention of section 606(1) of the Corporations Act.

10. PARTICIPATION IN NEW ISSUES

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least four business days after the issue is announced. This is intended to give the holders of Options the opportunity to exercise their Options prior to the announced record date for determining entitlements to participate in any such issue.

11. ADJUSTMENT FOR BONUS ISSUES OF SHARES

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

(g) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the holder would have received if the holder had exercised the Option before the record date for the bonus issue; and

(h) no change will be made to the Exercise Price.

12. ADJUSTMENT FOR RIGHTS ISSUE

If the Company makes an issue of Shares pro rata to existing Shareholders there will be no adjustment to the Exercise Price.

13. ADJUSTMENTS FOR REORGANISATION

If there is any reconstruction of the issued share capital of the Company, the rights of the holders may be varied to comply with the Listing Rules which apply to the reconstruction at the time of the reconstruction.

14. QUOTATION

The Company will not apply for quotation of the Options on ASX.

15. TRANSFERABILITY

Options can only be transferred with the prior written consent of the Company (which consent may be withheld in the Company's sole discretion).

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Schedule 7 – Terms and Conditions of Incentive Options

The Incentive Options (**Options**) will be granted pursuant to the ESIP and will be subject to the terms and conditions of the ESIP and the additional following terms and conditions:

(a) (**Entitlement**): Each Option entitles the holder to subscribe for one fully paid ordinary share (**Share**) upon exercise of the Option.

(b) (**Issue Price**): The Options will be issued for nil consideration.

(c) (**Exercise Price**): The Options have the following exercise prices:

Class of Options	No. of Options	Exercise Price
Class A	7,500,000 Options	$0.00
Class B	7,500,000 Options	$0.00
Class C	7,500,000 Options	$0.00

(d) (**Vesting Conditions**) Each Option will vest on the achievement of the following milestones:

Class of Options	Vesting Condition
Class A	Wildcat's Share price exceeds a 30-day VWAP of A$0.10 per Share
Class B	Wildcat's Share price exceeds a 30-day VWAP of A$0.15 per Share
Class C	Wildcat's Share price exceeds a 30-day VWAP of A$0.20 per Share

(e) (**Expiry Date**): Each Option will expire at 5:00pm (AWST) on the date that is 5 years from the date of issue of the Options. An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(f) (**Exercise Period**): Subject to clause 7 of the ESIP, the Options are exercisable at any time and from time to time on or prior to the Expiry Date.

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Schedule 8 – Wildcat Employee Securities Incentive Plan

A summary of the key terms of the Employee Securities Incentive Plan (Plan) is set out below:

1 (**Purpose of Plan**): The purpose of the Plan is to:

(a) assist in the reward, retention and motivation of Eligible Participants;

(b) link the reward of Eligible Participants to Shareholder value creation; and

(c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Related Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Awards (being securities exercisable for Shares, including options and performance rights).

2 (**Eligibility to participate**): An Eligible Participant means a person that:

(a) is a "primary participant" (as defined in section 1100L(1)(a) Corporations Act or any amendment or replacement thereof) in relation to the Company or a Related Body Corporate; and

(b) has been determined by the Board to be eligible to participate in the Plan from time to time.

3 (**Permitted Nominees**): If an Eligible Participant is permitted in the Offer, they may, by written notice to the Board, nominate a Permitted Nominee in whose favour the Eligible Participant wishes to renounce the Offer.

A "Permitted Nominee" is defined as a "related person" of an Eligible Participant (section 1100L(b) of the Corporations Act) or a trustee(s) of a trust set up solely for the benefit of the Eligible Participant and/or a "related person".

4 (**Administration of Plan**): The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its absolute discretion. The Board may delegate its powers and discretion.

5 (**Offers of Awards**): The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an offer to that Eligible Participant to apply for Options or Performance Rights (**Awards**).

6 (**Applications for Awards**): An Eligible Participant who wishes to apply to participate in the Plan in response to an Offer must provide a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the Offer, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation in order for that nominee to be granted the Awards the subject of the Offer.

7 (**Grant of Awards**): The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number of Awards, subject to the terms and conditions set out in the Offer, the Plan rules and any ancillary documentation required.

8 (**Terms of Awards**): Each 'Award' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan. Prior to an Award being exercised, a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Award by virtue of holding the Award.

9 (**Vesting of Awards**): Any vesting conditions applicable to the grant of Awards will be described in the Offer. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Awards have vested. Unless and until the vesting notice is issued by the Company, the Awards will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to an Award are not satisfied and/or otherwise waived by the Board, that Award will lapse.

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10 (**Delivery of Shares on exercise of Awards**): As soon as practicable after the valid exercise of an Award by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Awards held by that Participant.

11 (**Exercise of Awards and cashless exercise**): In the case of an Award which is an Option, to exercise an Award, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Awards (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation. In the case of an Award which is a Performance Right, following the issue of a Vesting Notice, a vested Performance Right will automatically be exercised within the period specified by the Board in the relevant Offer.

The Participant may elect not to be required to provide payment of the exercise price for the number of Awards specified in a notice of exercise, but that on exercise of those Awards the Company will transfer or issue to the Participant that number of Shares as are equal in value to the difference between the total Exercise Price otherwise payable for the Awards on the Awards being exercised and the then market value of Shares at the time of exercise (determined as the volume weighted average of the prices at which Shares were traded on the ASX during the 5 trading-day period immediately preceding the exercise date) calculated in accordance with the following formula:

S = A x (MSP – EP) / MSP

Where:

Where:

(a) **S** = Number of Shares to be issued on exercise of the Awards;

(b) **A** = Number of Awards;

(c) **MSP** = Market value of Shares (calculated using the volume weighted average price (as that term is defined in the ASX Listing Rules) at which Shares were traded on the ASX during the 5 trading day-period immediately preceding the exercise date); and

(d) **EP** = Exercise Price.

If the difference between the total Exercise Price otherwise payable for the Awards on the Awards being exercised and the then market value of Shares at the time of exercise (calculated in accordance with the formula above) is zero or negative, then a holder will not be entitled to use the Cashless Exercise Facility.

12 (**Restrictions on Dealing**): A Participant may not sell, transfer, assign, grant a security interest over, option, swap, alienate or otherwise deal with an Award that has been granted to them.

The Board may impose a restriction on dealing with Shares allocated on exercise or vesting of an Award. The Board may implement any procedure it considers appropriate to ensure the compliance by the Participant with this restriction, including the imposition of a holding lock or requiring that Shares be held in trust on behalf of the Participant.

13 (**Forfeiture of Awards**): Where a Participant who holds Awards ceases to be an Eligible Participant or becomes insolvent, all unvested Awards will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Awards to vest. Where the Board determines that a Participant has acted fraudulently or dishonestly, or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Awards held by that Participant to have been forfeited.

Unless the Board otherwise determines, or as otherwise set out in the Plan rules:

(a) any Awards which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and

(b) any Awards which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

14 (**Change of control**): If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its absolute discretion determine that:

(a) all or a specified number of a Participant's unvested Awards are deemed to have vested;

(b) all or specified number of a Participant's Options may be exercised for a period specified by the Board, and if not exercised within that period, will lapse;

(c) the Dealing Restrictions or any other terms which apply to the Award cease to apply; and/or

(d) the Dealing Restrictions which apply to Shares allocated on the vesting of or exercise of an Award (as applicable) cease to apply.

15 (**Rights**): All Shares issued under the Plan or issued or transferred to a Participant upon the valid exercise of an Award, will rank equally in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Shares. A Participant may exercise any voting rights attaching to Shares.

16 (**Adjustment for capital reconstructions**): If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Awards will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Awards is entitled, upon exercise of the Awards, to receive an allotment of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Awards are exercised.

Unless otherwise determined by the Board, a holder of Awards does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.

17 (**Participation in new issues**): There are no participation rights or entitlements inherent in the Awards and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Awards without exercising the Awards.

18 (**Amendment of Plan**): Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including the terms upon which any Awards have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.

19 (**Term of Plan**): The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely, and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

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Schedule 9 - Indicative Valuation of Introduction Fee Options and Incentive Options

The Introduction Fee Options to be issued pursuant to Resolution 3, and the Incentive Options to be issued pursuant to Resolutions 8 to 10 have been valued by management using the Black & Scholes option model. The assumptions and value ascribed are set out below:

Introduction Fee Options

Assumptions:	
Valuation date	30/05/2023
Market value on ASX of underlying Shares at time of setting exercise price	$0.035
Market price of Shares at valuation date	$0.11
Exercise price	Nil
Expiry date	4 years
Risk free interest rate	3.28
Expected volatility	100%

Indicative value of the Introduction Fee Options to be issued:

	Indicative value of Introduction Fee Options to be issued to Alex Hewlett
Class A Introduction Fee Options	$349,999
Class B Introduction Fee Options	$142,690
Class C Introduction Fee Options	$130,091
Class D Introduction Fee Options	$120,062
Total Value	**$742,842**

Note: The indicative value noted above are not necessarily the market prices that the Incentive Options could be traded at and they are not automatically the market prices for taxation purposes.

Incentive Options:

Assumptions:	
Valuation date	30/05/2023
Market value on ASX of underlying Shares at time of setting exercise price	$0.035
Market price of Shares at valuation date	$0.11

Exercise price	Nil
Expiry date	5 years
Risk free interest rate	3.28
Expected volatility	100%

Indicative value of the Incentive Options to be issued:

	Indicative value of Incentive Options to be issued to Sam Ekins	**Indicative value of Incentive Options to be issued to Matthew Banks**	**Indicative value of Incentive Options to be issued to Jeff Elliott**
Class A Incentive Options	$261,295	$195,972	$130,648
Class B Incentive Options	$238,317	$178,738	$119,158
Class C Incentive Options	$220,864	$165,648	$110,432
Total Value	**$720,476**	**$540,358**	**$360,238**

Note: The indicative value noted above are not necessarily the market prices that the Incentive Options could be traded at and they are not automatically the market prices for taxation purposes.

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Schedule 10 – Post-Transaction Capital Structure

Capital Structure	
Shares	**Number**
Shares currently on issue	**662,022,727**
Shares to be issued under the Capital Raising / Placement	200,000,000
Consideration Shares to be issued	186,660,512
Shares to be issued to Harvis as transaction success fee	10,000,000
Post-Settlement Shares	**1,058,683,239**
Options	**Number**
Options currently on issue	**41,000,000**
Options to be issued as transaction success fee	30,000,000
Options to be issued as an introduction fee to Mr Hewlett	30,000,000
Options to be issued to management	22,500,000
Post-Settlement Options	**123,500,000**
Performance Rights	**Number**
Performance Rights currently on issue	**134,000,000**
Performance Rights to be issued under the Proposed Transaction	62,220,171
Post-Settlement Performance Rights	**196,220,171**

Wildcat Resources Limited | ACN 098 236 938

Proxy Voting Form

If you are attending the meeting in person, please bring this with you for Securityholder registration.

Holder Number:

Your proxy voting instruction must be received by **10.30am (WST) on Wednesday, 12 July 2023,** being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: **https://investor.automic.com.au/#/home** Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 – APPOINT A PROXY

If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of KMP.

STEP 2 - VOTES ON ITEMS OF BUSINESS

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

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 Shareholders should sign.
Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.
Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.
Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at https://automic.com.au.

Lodging your Proxy Voting Form:

Online:
Use your computer or smartphone to appoint a proxy at https://investor.automic.com.au/#/loginsah
or scan the QR code below using your smartphone
Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.

BY MAIL:
Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:
Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:
meetings@automicgroup.com.au

BY FACSIMILE:
+61 2 8583 3040

All enquiries to Automic:
WEBSITE: https://automicgroup.com.au/

PHONE: 1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

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STEP 1 - How to vote

APPOINT A PROXY:
I/We being a Shareholder entitled to attend and vote at the General Meeting of Wildcat Resources Limited to be held at **10.30am (WST) on Friday, 14 July 2023 at CWA House, 1176 Hay Street, West Perth 6005** hereby:

Appoint the Chair of the Meeting (Chair) OR if you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your 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 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.
Unless indicated otherwise by ticking the "for"," against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.

AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS
Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 8 and 10 (except where I/we have indicated a different voting intention below) even though Resolutions 8 and 10 are connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

STEP 2 – Your voting direction

	Resolutions	For	Against	Abstain
1.	Issue of Consideration Securities to GAM for the acquisition of 100% of the Tabba Tabba Tantalum Mine and Lithium-Tantalum Project			
2.	Issue of Success Fee Shares and Options to Harvis Advisers Pty Ltd			
3.	Issue of Introduction Fee options to Mr Alexander Hewlett			
4.	Issue of Placement Shares			
5.	Director Participation in Placement – Mr Matthew Banks			
6.	Director Participation in Placement – Mr Jeff Elliott			
7.	Director Participation in Placement – Mr Alexander Hewlett			
8.	Issue of Options to Samuel Ekins			
9.	Issue of Options to Matthew Banks			
10.	Issue of Options to Jeff Elliott			

STEP 3 – Signatures and contact details

Individual or Securityholder 1	Securityholder 2	Securityholder 3
Sole Director and Sole Company Secretary	Director	Director / Company Secretary

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY) / /

By providing your email address, you elect to receive all of your communications despatched by the Company electronically (where legally permissible).

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