

SUREFIRE RESOURCES NL
ACN 083 274 024
SUPPLEMENTARY PROSPECTUS

1. IMPORTANT INFORMATION

This is a supplementary prospectus (**Supplementary Prospectus**) which is intended to be read with the prospectus for the Entitlement Offer dated 24 April 2018 (**Prospectus**), issued by Surefire Resources NL (ACN 083 274 024) (**Company**).

This Supplementary Prospectus dated 4 May 2018 was lodged with the ASIC on that date. The ASIC, ASX and their respective officers take no responsibility for the contents of this Supplementary Prospectus.

This Supplementary Prospectus should be read together with the Prospectus. Other than as set out below, all details in relation to the Prospectus remain unchanged. Terms and abbreviations defined in the Prospectus have the same meaning in this Supplementary Prospectus. If there is a conflict between the Prospectus and this Supplementary Prospectus, this Supplementary Prospectus will prevail.

This Supplementary Prospectus will be issued with the Prospectus as an electronic prospectus and may be accessed on the Company's website at www.surefireresources.com.au.

2. AMENDMENTS TO PROSPECTUS

2.1 Underwriting and Sub-Underwriting – Section 5.14

The following wording is included at the end of the third paragraph in Section 5.14:

“Further, each of the Sub-Underwriters and CPS have agreed, under the terms of their respective Sub-Underwriting Agreements, that any amount which is owed by the Company to a respective Sub-Underwriter or their associate may be repaid by the Company through the issue of Shares under the Entitlement Issue. The subscription price owing for Shares subscribed for under the Entitlement Issue or sub-underwriting commitment will be set-off against amounts owing by the Company to the Sub-Underwriter in such circumstances.”

2.2 Use of funds – Section 6.1

A new note reference “3a” is included immediately after the words “corporate administration” in the table in Section 6.1, with a new note included after Note 3 of the table to read as follows:

“3a. Comprising costs associated with the proposed appointment of a CEO/Executive to the Board, ongoing staffing, operational costs and equipment, costs associated with external compliance consultants and advisors and potential project generation.”

2.3 Terms of Contributing Shares – Section 7.3

(a) The following new paragraphs (o) and (p) are inserted after paragraph (n) in Section 7.3:

“(o) The holder of a Contributing Share may pay a call at its election and the Company has no contractual right to recover calls made on Contributing Shares from a holder who fails to pay them.

(p) A Contributing Share which remains unpaid will carry no rights to attend, be counted as quorum or vote at a general meeting of the Company until such time as the call is paid or the share is forfeited in accordance

with the Company's Constitution and section 254Q of the Corporations Act. Pursuant to section 254Q(1) of the Corporations Act, if a call is made on a Contributing Share, and the call remains unpaid at the end of 14 days after it became payable, the Contributing Share will be immediately forfeited."

2.4 Underwriting – Section 9.1

- (a) The Company and the Underwriter agreed to vary the terms of the Underwriting Agreement to increase the percentage threshold for triggering the termination event specified in Section 9.1(a) (Indices Fall). Consequently, the termination event in Section 9.1(a) (Indices Fall) is varied to delete the reference to "2%" and replace it with "10%".
- (b) The Underwriter has confirmed that as at the date of this Supplementary Prospectus no termination event has currently been triggered under the Underwriting Agreement despite recent market volatility since 23 April 2018.

2.5 Litigation – Section 10.1

As announced by the Company on 2 May 2018, the statutory demand issued by Wembley Corporate Services Pty Ltd has been set aside by consent and Argonaut Consulting Group Pty Ltd have also consented to orders setting aside the statutory demand it issued to the Company. Wembley Corporate Services Pty Ltd and Argonaut Consulting Group Pty Ltd have both agreed to pay the Company's costs associated with applying to set aside the respective statutory demands.

The Company has not accepted any liability or agreed any amount as owing to these parties in connection with the withdrawal of the statutory demands, and the dispute as to the quantum of amounts owing by the Company to Wembley Corporate Services Pty Ltd and Argonaut Consulting Group Pty Ltd remains.

If an agreement cannot be reached between the parties as to the quantum of the amount owing, there is a risk that further legal action could be taken against the Company by either or both of Wembley Corporate Services Pty Ltd and Argonaut Consulting Group Pty Ltd in the future to recover the amount of debt they allege is owing to them.

The statutory demand in relation to Turco & Co Pty Ltd remains as at the date of this Supplementary Prospectus.

2.6 Interests of experts and advisers - Section 10.4

The last sentence of the second last paragraph in Section 10.4 is deleted and replaced with the following:

"CPS Capital Group Pty Ltd will not be paid any fee for its appointment as nominee."

3. DIRECTORS' AUTHORISATION

This Supplementary Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

In accordance with Section 720 of the Corporations Act, each Director has consented to the lodgement of this Supplementary Prospectus with the ASIC.

Vladimir Nikolaenko
Non-Executive Director
For and on behalf of
SUREFIRE RESOURCES NL