

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Firefly Resources Limited

ACN/ARSN 118 522 124

1. Details of substantial holder (1)

Name Gascoyne Resources Limited

ACN/ARSN (if applicable) 139 522 900

The holder became a substantial holder on 13/06/2021

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares in Firefly Resources Limited (Firefly Shares)	52,794,671	52,794,671	17.18%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Robert Jewson	A relevant interest under section 608(1)(b) and (c) of the <i>Corporations Act 2001</i> (Cth) pursuant to a Voting Deed Poll signed by Robert Jewson in favour of Gascoyne Resources Limited dated 13 June 2021, a copy of which is annexed to this notice as Annexure A.	18,147,017 Firefly Shares
Kevin Puil	A relevant interest under section 608(1)(b) and (c) of the <i>Corporations Act 2001</i> (Cth) pursuant to a Voting Deed Poll signed by Kevin Puil in favour of Gascoyne Resources Limited dated 14 June 2021, a copy of which is annexed to this notice as Annexure B.	15,000,000 Firefly Shares
Tolga Kumova	A relevant interest under section 608(1)(b) and (c) of the <i>Corporations Act 2001</i> (Cth) pursuant to a Voting Deed Poll signed by Tolga Kumova in favour of Gascoyne Resources Limited dated 15 June 2021, a copy of which is annexed to this notice as Annexure C.	19,647,654 Firefly Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Gascoyne Resources Limited	Robert Jewson	Robert Jewson	18,147,017 Firefly Shares

Gascoyne Resources Limited	Citigroup Pty Ltd	Kevin Puil	15,000,000 Firefly Shares
Gascoyne Resources Limited	(a) Kitara Investments Pty Ltd (b) SISU International Pty Ltd	Tolga Kumova	(a) 13,660,000 Firefly Shares (b) 5,987,654 Firefly Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration		Class and number of securities
		Cash	Non-cash	
Gascoyne Resources Limited	13 June 2021	As provided for by the terms of the Voting Deed Poll in Annexure A.		18,147,017 Firefly Shares
Gascoyne Resources Limited	14 June 2021	As provided for by the terms of the Voting Deed Poll in Annexure B.		15,000,000 Firefly Shares
Gascoyne Resources Limited	15 June 2021	As provided for by the terms of the Voting Deed Poll in Annexure C.		19,647,654 Firefly Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Gascoyne Resources Limited	Level 1, 41-47 Colin St, West Perth, WA 6005
Robert Jewson	PO Box 708, West Perth, WA 6005
Kevin Puil	2018 Rundell Place, Austin, TX, USA 78704
Tolga Kumova	C/- DKP & CO, Suite 2, Level 7, Collins St, Melbourne, VIC 3000

Signature

print name David Coyne

capacity Company Secretary

sign here



date 18 June 2021

ANNEXURE A

This is Annexure A of 3 pages referred to in Form 603 (Notice of initial substantial holder).

Signed:



David Coyne
Gascoyne Resources Limited
ACN 139 522 900

Dated: 18 June 2021

Dear Sir/Madam

Voting Deed

1 Introduction

This deed poll dated 13th June 2021 is made by Mr Robert Jewson (**Shareholder**) in favour of Gascoyne Resources Limited ACN 139 522 900 (**Gascoyne**) and its related bodies corporate.

This deed sets out the terms and conditions on which the Shareholder agrees to vote the 18,147,017 fully paid ordinary shares in Firefly Resources Limited ACN 118 522 124 (**Firefly**) held by the Shareholder or a nominee or custodian appointed by the Shareholder as at the date of this deed (**Subject Securities**) in favour of a proposed scheme of arrangement under section 411 of the *Corporations Act 2001* (Cth) (**Corporations Act**) under which Gascoyne will acquire 100% of the fully paid ordinary shares in Firefly for a scheme consideration of 0.34 Gascoyne shares per Firefly fully paid ordinary share (the **Scheme**).

Gascoyne and Firefly intend to enter into a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme, to be dated on or around the date of this deed.

2 Undertaking to vote in favour of the Scheme

2.1 Representation and warranties

The Shareholder represents and warrants in favour of Gascoyne and its related bodies corporate on the date of this deed and on each date between the date of this deed and the date that the Subject Shares are voted in favour of the Scheme:

- (a) it is the legal and beneficial owner of the Subject Securities, free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person;
- (b) it has the right to vote (or cause its nominee, broker or other representative to vote) all of the Subject Securities in favour of the Scheme;
- (c) as at the date of this deed poll, it does not have any voting power in Firefly other than the voting power attaching to the Subject Securities; and
- (d) this deed constitutes legal, valid and binding obligations enforceable against it in accordance with its terms.

2.2 Voting undertaking

The Shareholder undertakes in favour of Gascoyne and its related bodies corporate that:

- (a) by no later than 10:00am (Perth time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of the Firefly shareholders to consider and vote on the Scheme (or at any adjournment or postponement thereof) is appointed as sole proxy (with appropriate directions) to vote all of the Subject Securities in favour of the resolution to approve the Scheme and any other resolution put to Firefly shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

- (b) once such a proxy appointment is made, it is not revoked or varied and the Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable), those resolutions.

2.3 Undertaking not to deal with Subject Securities

The Shareholder undertakes that it will not, and will procure that its related entities do not, without the prior written consent of Gascoyne:

- (a) deal with, sell or otherwise part with possession of any (or dispose of any interest in) the Subject Securities other than pursuant to the Scheme;
- (b) enter into any agreement, arrangement or understanding that results in a person other than the Shareholder or its related entities acquiring a relevant interest in any of the Subject Securities;
- (c) other than as set out in this deed, fetter in any way its right to vote the Subject Securities, including by taking any action that may result in it being unable to vote on the resolutions referred to in clause 2.2(a) in the same class as all other Firefly shareholders or otherwise have its votes on those resolutions disregarded; or
- (d) enter into any discussions or agreement, arrangement or understanding with any person in respect of the matters contemplated in paragraphs 2.3(a), 2.3(b) or 2.3(c).

3 Termination events

Notwithstanding any other provisions of this deed, this deed will immediately terminate, and all of the Shareholder's obligations under it will immediately cease and be of no force and effect, if:

- (a) Firefly and Gascoyne do not announce the execution of the SID (which provides for a scheme consideration per share that is not less than the consideration set out in clause 1) on or prior to 5:00pm (Perth time) on the date 2 business days after the date of this deed;
- (b) an independent expert's report concludes that the Scheme is not in the best interests of Firefly shareholders (including as a result of the independent expert withdrawing an independent expert's report concluding that the Scheme is in the best interests of Firefly shareholders);
- (c) there is a superior proposal (as defined in the SID) and Gascoyne fails to make a counter proposal (as defined in the SID) that satisfies the requirements of clause 11.4(b) of the SID; or
- (d) the SID is terminated in accordance with its terms.

4 Statement of support

- (a) The Shareholder consents to the inclusion of statements reflecting the covenants in this deed to be included in any public announcement in respect of the Scheme and in any disclosure document (whether made by Gascoyne or Firefly).
- (b) The Shareholder undertakes that it will not (and will procure that its related entities do not) take any action or make any public statement (including any statement to brokers, analysts, journalists, Gascoyne or Firefly shareholders or professional or institutional investors) which is or would reasonable be expected to be prejudicial to the success of the Scheme.

5 General

- (a) Any term defined in the Corporations Act has the same meaning in this deed. A business day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.
- (b) The Shareholder undertakes to keep the existence and terms of this deed confidential until Gascoyne has given a substantial holding notice to ASX (which attaches a copy of this deed) in respect of the relevant interest which Gascoyne acquires as a result of this deed, or until Gascoyne has otherwise announced the terms of this deed to ASX. The Shareholder consents to Gascoyne attaching a copy of this deed to a substantial holding notice lodged by Gascoyne in respect of Firefly.
- (c) The Shareholder acknowledges that:
- (1) any date, time or period referred to in this deed shall be of the essence except to the extent to which Gascoyne agrees to vary any date, time or period, in which event the varied date, time or period shall be of the essence; and
 - (2) any breach of this deed will cause Gascoyne material loss that cannot be adequately compensated in damages alone and acknowledges that in the event of any actual or threatened breach of this deed, Gascoyne and its related bodies corporate may be entitled to obtain equitable relief (including an injunction or order for specific performance) in addition to any damages available at law or in equity under or independently of this deed.
- (d) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (e) The Shareholder must do anything necessary or desirable (including executing agreements and documents) to give full effect to this deed and transactions contemplated by it (including the Scheme).
- (f) This deed is governed by the laws of Western Australia and the Shareholder irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction in Western Australia.

Executed as a deed poll

Executed by
Mr Robert Jewson

sign here ►



print name

Robert Jewson

ANNEXURE B

This is Annexure B of 3 pages referred to in Form 603 (Notice of initial substantial holder).

Signed:



David Coyne
Gascoyne Resources Limited
ACN 139 522 900

Dated: 18 June 2021

The Board of Directors
Gascoyne Resources Limited
Level 1, 41-47 Colin Street
West Perth WA 6005

14 June 2021

Dear Sir/Madam

Voting Deed

1 Introduction

This deed poll dated June 14th 2021 is made by Kevin Puil (**Shareholder**) in favour of Gascoyne Resources Limited ACN 139 522 900 (**Gascoyne**) and its related bodies corporate.

This deed sets out the terms and conditions on which the Shareholder agrees to vote the 15,000,000 fully paid ordinary shares in Firefly Resources Limited ACN 118 522 124 (**Firefly**) held by the Shareholder or a nominee or custodian appointed by the Shareholder as at the date of this deed (**Subject Securities**) in favour of a proposed scheme of arrangement under section 411 of the *Corporations Act 2001* (Cth) (**Corporations Act**) under which Gascoyne will acquire 100% of the fully paid ordinary shares in Firefly for a scheme consideration of 0.34 Gascoyne shares per Firefly fully paid ordinary share (the **Scheme**).

Gascoyne and Firefly intend to enter into a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme, to be dated on or around the date of this deed.

2 Undertaking to vote in favour of the Scheme

2.1 Representation and warranties

The Shareholder represents and warrants in favour of Gascoyne and its related bodies corporate on the date of this deed and on each date between the date of this deed and the date that the Subject Shares are voted in favour of the Scheme:

- (a) it is the legal and beneficial owner of the Subject Securities, free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person;
- (b) it has the right to vote (or cause its nominee, broker or other representative to vote) all of the Subject Securities in favour of the Scheme;
- (c) as at the date of this deed poll, it does not have any voting power in Firefly other than the voting power attaching to the Subject Securities; and
- (d) this deed constitutes legal, valid and binding obligations enforceable against it in accordance with its terms.

2.2 Voting undertaking

The Shareholder undertakes in favour of Gascoyne and its related bodies corporate that:

- (a) by no later than 10:00am (Perth time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of the Firefly shareholders to consider and vote on the Scheme (or at any adjournment or postponement thereof) is appointed as sole proxy (with appropriate directions) to vote all of the Subject Securities in favour of the resolution to approve the Scheme and any other resolution put to Firefly shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

- (b) once such a proxy appointment is made, it is not revoked or varied and the Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable), those resolutions.

2.3 Undertaking not to deal with Subject Securities

The Shareholder undertakes that it will not, and will procure that its related entities do not, without the prior written consent of Gascoyne:

- (a) deal with, sell or otherwise part with possession of any (or dispose of any interest in) the Subject Securities other than pursuant to the Scheme;
- (b) enter into any agreement, arrangement or understanding that results in a person other than the Shareholder or its related entities acquiring a relevant interest in any of the Subject Securities;
- (c) other than as set out in this deed, fetter in any way its right to vote the Subject Securities, including by taking any action that may result in it being unable to vote on the resolutions referred to in clause 2.2(a) in the same class as all other Firefly shareholders or otherwise have its votes on those resolutions disregarded; or
- (d) enter into any discussions or agreement, arrangement or understanding with any person in respect of the matters contemplated in paragraphs 2.3(a), 2.3(b) or 2.3(c).

3 Termination events

Notwithstanding any other provisions of this deed, this deed will immediately terminate, and all of the Shareholder's obligations under it will immediately cease and be of no force and effect, if:

- (a) Firefly and Gascoyne do not announce the execution of the SID (which provides for a scheme consideration per share that is not less than the consideration set out in clause 1) on or prior to 5:00pm (Perth time) on the date 2 business days after the date of this deed;
- (b) an independent expert's report concludes that the Scheme is not in the best interests of Firefly shareholders (including as a result of the independent expert withdrawing an independent expert's report concluding that the Scheme is in the best interests of Firefly shareholders);
- (c) there is a superior proposal (as defined in the SID) and Gascoyne fails to make a counter proposal (as defined in the SID) that satisfies the requirements of clause 11.4(b) of the SID; or
- (d) the SID is terminated in accordance with its terms.

4 Statement of support

- (a) The Shareholder consents to the inclusion of statements reflecting the covenants in this deed to be included in any public announcement in respect of the Scheme and in any disclosure document (whether made by Gascoyne or Firefly).
- (b) The Shareholder undertakes that it will not (and will procure that its related entities do not) take any action or make any public statement (including any statement to brokers, analysts, journalists, Gascoyne or Firefly shareholders or professional or institutional investors) which is or would reasonable be expected to be prejudicial to the success of the Scheme.

5 General

- (a) Any term defined in the Corporations Act has the same meaning in this deed. A business day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.
- (b) The Shareholder undertakes to keep the existence and terms of this deed confidential until Gascoyne has given a substantial holding notice to ASX (which attaches a copy of this deed) in respect of the relevant interest which Gascoyne acquires as a result of this deed, or until Gascoyne has otherwise announced the terms of this deed to ASX. The Shareholder consents to Gascoyne attaching a copy of this deed to a substantial holding notice lodged by Gascoyne in respect of Firefly.
- (c) The Shareholder acknowledges that:
- (1) any date, time or period referred to in this deed shall be of the essence except to the extent to which Gascoyne agrees to vary any date, time or period, in which event the varied date, time or period shall be of the essence; and
 - (2) any breach of this deed will cause Gascoyne material loss that cannot be adequately compensated in damages alone and acknowledges that in the event of any actual or threatened breach of this deed, Gascoyne and its related bodies corporate may be entitled to obtain equitable relief (including an injunction or order for specific performance) in addition to any damages available at law or in equity under or independently of this deed.
- (d) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (e) The Shareholder must do anything necessary or desirable (including executing agreements and documents) to give full effect to this deed and transactions contemplated by it (including the Scheme).
- (f) This deed is governed by the laws of Western Australia and the Shareholder irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction in Western Australia.

Executed as a deed poll



Executed by
Kevin Puil

sign here ► _____
Company Secretary/Director

sign here ► _____
Director

print name _____

print name _____

ANNEXURE C

This is Annexure C of 3 pages referred to in Form 603 (Notice of initial substantial holder).

Signed:



David Coyne
Gascoyne Resources Limited
ACN 139 522 900

Dated: 18 June 2021

Dear Sir/Madam

Voting Deed

1 Introduction

This deed poll dated 15 June 2021 is made by Tolga Kumova (**Shareholder**) in favour of Gascoyne Resources Limited ACN 139 522 900 (**Gascoyne**) and its related bodies corporate.

This deed sets out the terms and conditions on which the Shareholder agrees to vote the 19,647,654 fully paid ordinary shares in Firefly Resources Limited ACN 118 522 124 (**Firefly**) held by the Shareholder or a nominee or custodian appointed by the Shareholder as at the date of this deed (**Subject Securities**) in favour of a proposed scheme of arrangement under section 411 of the *Corporations Act 2001* (Cth) (**Corporations Act**) under which Gascoyne will acquire 100% of the fully paid ordinary shares in Firefly for a scheme consideration of 0.34 Gascoyne shares per Firefly fully paid ordinary share (the **Scheme**).

Gascoyne and Firefly intend to enter into a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme, to be dated on or around the date of this deed.

2 Undertaking to vote in favour of the Scheme

2.1 Representation and warranties

The Shareholder represents and warrants in favour of Gascoyne and its related bodies corporate on the date of this deed and on each date between the date of this deed and the date that the Subject Shares are voted in favour of the Scheme:

- (a) it is the legal and beneficial owner of the Subject Securities, free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person;
- (b) it has the right to vote (or cause its nominee, broker or other representative to vote) all of the Subject Securities in favour of the Scheme;
- (c) as at the date of this deed poll, it does not have any voting power in Firefly other than the voting power attaching to the Subject Securities; and
- (d) this deed constitutes legal, valid and binding obligations enforceable against it in accordance with its terms.

2.2 Voting undertaking

The Shareholder undertakes in favour of Gascoyne and its related bodies corporate that:

- (a) by no later than 10:00am (Perth time) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of the Firefly shareholders to consider and vote on the Scheme (or at any adjournment or postponement thereof) is appointed as sole proxy (with appropriate directions) to vote all of the Subject Securities in favour of the resolution to approve the Scheme and any other resolution put to Firefly shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

- (b) once such a proxy appointment is made, it is not revoked or varied and the Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable), those resolutions.

2.3 Undertaking not to deal with Subject Securities

The Shareholder undertakes that it will not, and will procure that its related entities do not, without the prior written consent of Gascoyne:

- (a) deal with, sell or otherwise part with possession of any (or dispose of any interest in) the Subject Securities other than pursuant to the Scheme;
- (b) enter into any agreement, arrangement or understanding that results in a person other than the Shareholder or its related entities acquiring a relevant interest in any of the Subject Securities;
- (c) other than as set out in this deed, fetter in any way its right to vote the Subject Securities, including by taking any action that may result in it being unable to vote on the resolutions referred to in clause 2.2(a) in the same class as all other Firefly shareholders or otherwise have its votes on those resolutions disregarded; or
- (d) enter into any discussions or agreement, arrangement or understanding with any person in respect of the matters contemplated in paragraphs 2.3(a), 2.3(b) or 2.3(c).

3 Termination events

Notwithstanding any other provisions of this deed, this deed will immediately terminate, and all of the Shareholder's obligations under it will immediately cease and be of no force and effect, if:

- (a) Firefly and Gascoyne do not announce the execution of the SID (which provides for a scheme consideration per share that is not less than the consideration set out in clause 1) on or prior to 5:00pm (Perth time) on the date 2 business days after the date of this deed;
- (b) an independent expert's report concludes that the Scheme is not in the best interests of Firefly shareholders (including as a result of the independent expert withdrawing an independent expert's report concluding that the Scheme is in the best interests of Firefly shareholders);
- (c) there is a superior proposal (as defined in the SID) and Gascoyne fails to make a counter proposal (as defined in the SID) that satisfies the requirements of clause 11.4(b) of the SID; or
- (d) the SID is terminated in accordance with its terms.

4 Statement of support

- (a) The Shareholder consents to the inclusion of statements reflecting the covenants in this deed to be included in any public announcement in respect of the Scheme and in any disclosure document (whether made by Gascoyne or Firefly).
- (b) The Shareholder undertakes that it will not (and will procure that its related entities do not) take any action or make any public statement (including any statement to brokers, analysts, journalists, Gascoyne or Firefly shareholders or professional or institutional investors) which is or would reasonable be expected to be prejudicial to the success of the Scheme.

5 General

- (a) Any term defined in the Corporations Act has the same meaning in this deed. A business day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.
- (b) The Shareholder undertakes to keep the existence and terms of this deed confidential until Gascoyne has given a substantial holding notice to ASX (which attaches a copy of this deed) in respect of the relevant interest which Gascoyne acquires as a result of this deed, or until Gascoyne has otherwise announced the terms of this deed to ASX. The Shareholder consents to Gascoyne attaching a copy of this deed to a substantial holding notice lodged by Gascoyne in respect of Firefly.
- (c) The Shareholder acknowledges that:
 - (1) any date, time or period referred to in this deed shall be of the essence except to the extent to which Gascoyne agrees to vary any date, time or period, in which event the varied date, time or period shall be of the essence; and
 - (2) any breach of this deed will cause Gascoyne material loss that cannot be adequately compensated in damages alone and acknowledges that in the event of any actual or threatened breach of this deed, Gascoyne and its related bodies corporate may be entitled to obtain equitable relief (including an injunction or order for specific performance) in addition to any damages available at law or in equity under or independently of this deed.
- (d) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (e) The Shareholder must do anything necessary or desirable (including executing agreements and documents) to give full effect to this deed and transactions contemplated by it (including the Scheme).
- (f) This deed is governed by the laws of Western Australia and the Shareholder irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction in Western Australia.

Executed as a deed poll

Executed by
Tolga Kumova

sign here ► _____ sign here ► _____
Company Secretary/Director Director

print name _____ print name _____