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ACN 129 954 365

16 January 2015

This is an important document that requires your attention

Dear Shareholder,

2015 Share Purchase Plan

On behalf of KBL Mining Limited (“KBL” or “the Company”), I am pleased to offer you the opportunity to increase your shareholding in KBL through a Share Purchase Plan (the “2015 SPP”) announced by the Company on 8 January 2015. Your personalised Application Form is enclosed.

The 2015 SPP provides you with the opportunity to apply for up to \$15,000 worth of KBL ordinary shares without incurring brokerage or other transaction costs at **the lesser of:**

- **the volume weighted average market price of KBL shares over the last 5 days on which sales of KBL shares are recorded before the shares under the 2015 SPP are issued, less a discount of 15%; or**
- **3 cents per share**

The funds raised will be utilised at the Company’s Mineral Hill mine, including to:

- advance the knowledge, development, production and processing of the A Lode;
- open up the SOZ ore body to the north and the south, giving access high grade lead and zinc mineralisation on 40 level, and also providing draw points for the mining of the lode extensions directly above (60-80mRL); and
- start work on a zinc circuit to allow all future metal value to be extracted, and in particular from the upper zones of A Lode,

In parallel with the 2015 SPP, the Company is progressing with a significant loan financing package. On 23 December 2014 the Company announced it had signed a non binding term sheet with a large North American based fund under which, subject to completion of final due diligence and legal documentation, KBL will receive at financial completion US\$21 million in the form of a prepay arrangement for metal to be produced from KBL’s Mineral Hill Mine in western New South Wales. This funding will enable KBL to repay the Capri / Kidman loan and to install a gold dore circuit, exploit open cuttable high grade gold and silver reserves on surface, upgrade the process capacity to 350Kta (last year average 256Kta) and provide any additional funds required for the zinc circuit. In regard to underground mine, the Company will exploit the

high grade gold and copper G lode in the Southern ore zone (new gold circuit will optimise the gold recovery).

Recent ASX announcements regarding the above can be accessed on the Company's website, www.kblmining.com.au.

The Share Purchase Plan

The maximum amount that you can subscribe under the 2015 SPP is capped at \$15,000. There is no minimum subscription amount

Shares under the 2015 SPP (New Shares) are each being offered at the **lesser of**:

- **the volume weighted average market price of KBL shares over the last 5 days on which sales of KBL shares are recorded before the shares under the 2015 SPP are issued, less a discount of 15%; or**
- **3 cents per share.**

The final issue price will be determined before the New Shares are issued (expected to be on 12 February 2015) but the final issue price will be **not more than 3 cents per New Share**. The pricing formula will ensure that the offer remains attractive despite the prevailing KBL share price during the offer period. As the Company progresses with its refinancing outlined above, the 2015 SPP will also give shareholders an opportunity to have exposure to any strengthening KBL share price.

You should note that the market price of KBL shares may change between the date of this offer and the date the New Shares are issued. To the extent that there is a reduction in the KBL share price over the last 5 days before the New Shares are issued, you will benefit from this price reduction. If, in that 5 day period, the price of KBL shares increases to in excess of 3 cents per share, then you will only pay 3 cents per New Share. It is noted that the 3 cent alternative in the pricing structure represents a 3.1% discount to the average market price of KBL shares over the 5 ASX trading days before the 2015 SPP was announced.

The offer

The 2015 SPP provides you with an opportunity to buy a parcel of any number of New Shares at the offer price up to \$15,000.

If the total number of New Shares applied for under the SPP is more than 118,961,588, KBL is required to undertake a scaleback and refund excess monies. For further information on the scaleback, please refer to section 7 of the enclosed Terms and Conditions of the 2015 SPP.

The SPP opens today and is expected to close at 5pm (Sydney time) on Friday, 6 February 2015.

Participation in the SPP is entirely voluntary. All New Shares issued under the SPP will rank equally with existing fully paid ordinary shares and will carry the same voting rights and entitlement to receive distributions. No brokerage or transaction costs apply to purchases under the 2015 SPP. The issue of New Shares is expected to occur on 12 February 2015.

How to accept this offer

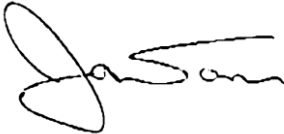
To apply for New Shares under the 2015 SPP, please follow the instructions in the accompanying Terms and Conditions and in the enclosed personalised Application Form. For most shareholders the easiest way to participate is by BPay remittance of the subscription moneys and there is **no need** to return your Application Form to the Share Registry if BPay is used.

This letter and its attachments set out the details and Terms and Conditions of the 2015 SPP. I encourage you to read the enclosed material and seek your own financial advice in relation to the 2015 SPP, before you decide whether to participate.

The Directors of KBL each intend to subscribe for the maximum of \$15,000 in respect of their KBL holdings.

We look forward to your participation in the 2015 SPP.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Jim Wall". The signature is fluid and cursive, with a large loop at the beginning and a horizontal line extending to the right.

Jim Wall
Chairman

Key Dates*

Date	Event	
7:00pm (Sydney time), Wednesday, 7 January 2015	Record Date	The date on which KBL determines Eligible Shareholders
Friday, 16 January 2015	Opening Date	SPP opens
5pm on Friday 6 February 2015	Closing Date	SPP closes. Applications must be received by 5pm (Sydney time)
Thursday, 12 February 2015	Allotment Date	New Shares will be issued on this date

* The above dates are indicative only. KBL has the discretion to alter Key Dates at any time without prior notice, subject to regulatory requirements.

Further assistance

If you have any questions in relation to the SPP please call your broker, accountant or professional adviser. If you require information on how to complete the Application Form please contact the KBL Shareholder Information line on 1300 737 760.

Foreign Jurisdictions

The SPP does not constitute an offer to sell, or the solicitation of an offer to buy, any securities in the United States or to any U.S. Person (as defined in Regulation S under the United States Securities Act of 1933, as amended (the US Securities Act)). The SPP has been prepared for publication in Australia and New Zealand only and may not be released elsewhere.

TERMS AND CONDITIONS

IMPORTANT NOTICE: The offer to purchase New Shares under this Share Purchase Plan (*SPP*) is not a recommendation to purchase shares in KBL. If you are in any doubt about whether or not, or the extent that, you should participate in this SPP, you should obtain professional financial and/or taxation advice to assist you (taking into account your own financial situation, needs and objectives). Nothing in these Terms and Conditions, the Application Form or any other accompanying documentation constitutes investment or financial product advice or is intended to influence your decision whether or not to participate in the SPP.

Set out below are the terms and conditions of the KBL Mining Limited Share Purchase Plan which are binding on any Shareholder completing a Share Purchase Plan Application Form or applying via BPAY®. The Application Form forms part of this document.

Capitalised terms used in these Terms and Conditions are both defined in the body of these Terms and Conditions as well as in clause 17.

1. The SPP

- (a) The SPP is an invitation to Eligible Shareholders by KBL Mining Limited (***KBL***) to subscribe for fully paid ordinary shares in KBL (***New Shares***) at the Issue Price (see clause 5 below) per New Share.
- (b) There is no minimum application amount under the SPP.
- (c) The amount an Eligible Shareholder can apply for will be restricted to a cumulative total of \$15,000, subject to discretionary scaleback.
- (d) The SPP is conducted in accordance with the Corporations Act, ASIC Class Order CO 09/425 and the ASX Listing Rules.
- (e) You are not obliged to accept or otherwise participate in the SPP. **Participation in the SPP is optional and is subject to any scaleback.**
- (f) The SPP is made to each Eligible Shareholder on the same terms and conditions.
- (g) The offer under the SPP is non-renounceable, which means you may not transfer your right to apply for New Shares under the SPP to anyone else.
- (h) The offer of New Shares under the SPP will not be underwritten.

2. Opening and Closing Date of the SPP

The SPP opens on 16 January 2015 and is scheduled to close at 5.00pm (Sydney time) on 6 February 2015. KBL reserves the right to change the closing date of the SPP. No late applications will be accepted.

3. Eligible Shareholders

- (a) You are eligible to participate in the SPP (***Eligible Shareholder***) if you were a registered holder of fully paid ordinary shares in KBL at 7.00pm (Sydney time) on 7 January 2015 (***Record Date***) whose address in the security register of KBL is in Australia or New Zealand, unless:
 - (i) you hold KBL Shares on behalf of another person who resides outside Australia or New Zealand and do not hold KBL Shares in any other capacity;

- (ii) you are in the United States or you are a U.S. Person, or acting for the account or benefit of a U.S. Person; or
 - (iii) you are ineligible to participate in the SPP because of the aggregate limit explained in clause 4 below.
- (b) **(Single Holders)** If you are the only registered holder of KBL Shares, but you receive more than one offer under the SPP (for example, due to multiple registered holdings), you may only apply for one maximum parcel of New Shares up to the value of \$15,000.
- (c) **(Joint Holders)** If you are recorded with one or more other persons as the joint holder of KBL Shares, that joint holding is considered to be a single registered holding for the purposes of the SPP and, subject to the conditions of eligibility set out in this clause 3, the joint holders are entitled to participate in the SPP in respect of that single holding only. The certification under clause 9(a)(iv) by one joint holder will be effective in respect of the other joint holder(s). If the same joint holders receive more than one offer under the SPP due to multiple registered holdings, the joint holders may only apply for New Shares up to a maximum of \$15,000.
- (d) **(Custodians, Trustees and Nominees)** If you are a custodian within the definition of 'custodian' in ASIC Class Order CO 09/425 and you are a registered holder of KBL Shares on behalf of another person (**Beneficiary**) and you apply to acquire New Shares on behalf of the Beneficiary, you must certify in writing to KBL a number of matters relating to such beneficiaries (**Custodian Certificate**).
If you are a custodian please contact the Security Registry to obtain the form of Custodian Certificate that you are required to submit.
If you are a custodian and you hold shares or interests jointly on behalf of two or more persons, the \$15,000 limit applies jointly in relation to those persons as if you hold the shares or interests on behalf of a single person.
If you hold KBL Shares as a trustee or nominee for another person, but are not a 'custodian' as defined above, you cannot participate for Beneficiaries in the manner described above. In this case, the rules for multiple single holdings (above) apply.
Nominees and other registered holders of KBL Shares that are acting on behalf of a person in the United States must not (i) send this document or any other document relating to the SPP to any person in the United States or (ii) purport to exercise rights under this offer on behalf of a person in the United States.
- (e) If you are an Eligible Shareholder, your rights under this offer are personal to you and are non-renounceable, which means you cannot transfer your rights to another person.

4. How much can you invest?

There is no minimum application amount under the SPP. The maximum application amount is \$15,000. The offer under the SPP needs to comply with the limit in ASIC Class Order CO 09/425. Under that class order, Eligible Shareholders may only acquire a maximum of \$15,000 worth of KBL Shares under a security purchase plan in any 12 month period. This means that Eligible Shareholders are not permitted to acquire more than \$15,000 worth of KBL Shares in aggregate, even if you receive more than one Application Form

or hold KBL Shares in more than one capacity, e.g. if you are both a sole and joint holder of KBL Shares (**Aggregate SPP Participation**).

5. Issue Price of New Shares under the SPP

- (a) The price per New Share on offer under the SPP (**Issue Price**) will be the **lesser of**:
- **the volume weighted average market price of KBL shares over the last 5 days on which sales of KBL shares are recorded before the shares under the New SPP are issued, less a discount of 15%; or**
 - **3 cents per share**
- (b) The current KBL Share price can be obtained from the ASX website at www.asx.com.au (ASX code: KBL) and is listed in the financial and business section of major daily newspapers circulated in Australia.
- (c) Assuming an Issue Price of 3 cents per share this would represent:
- (i) a 4.0% discount to the 30 day volume-weighted average price of KBL's shares traded on the ASX in the period ending on 7 January 2015, being the record date for the SPP; and
 - (ii) a 3.1% discount to the average market price of KBL's shares over the last five days on which sales in the shares were recorded on the ASX prior to 8 January 2015, being the date on which the SPP was announced.
- (d) You agree to pay the Issue Price for each New Share.
- (e) You acknowledge that the market price of New Shares may rise or fall between the date of this SPP and the date that New Shares are allotted to you under the SPP (**Allotment Date**).

6. Applying for New Shares

- (a) Eligible Shareholders may apply to purchase a parcel of New Shares up to a maximum of \$15,000. If you are an Eligible Shareholder and wish to participate in the SPP, you must follow the instructions on the SPP Application Form (**Application Form**) and:
- (i) make payment by BPAY® of the amount you wish to subscribe for New Shares.; **or**
 - (ii) complete the Application Form and provide a cheque or money order made payable to "KBL Limited SPP Account",
- so that it is received by the Security Registry by 5.00pm (Sydney time) on the Closing Date. Payments must be denominated in Australian dollars.
- (b) If you apply for New Shares under the SPP, you will apply for a certain value, rather than a certain number, of New Shares. Subject to clause (c), KBL will divide the parcel value you select by the Issue Price in order to determine the number of New Shares for which you have applied (rounded up to the nearest whole number of New Shares).
- (c) Eligible Shareholders who receive more than one offer under the SPP (for example, because they hold KBL Shares in more than one capacity or at different addresses) may apply on different Application Forms for New Shares but may not apply for New Shares with an aggregate value of more than \$15,000.

- (d) KBL may accept or reject your application for New Shares, either in whole or in part, at its absolute discretion. For example, KBL may reject your application in any of the following circumstances (among others):
- (i) it appears that you are applying to purchase a number of New Shares that will mean your aggregate SPP participation will exceed \$15,000.
 - (iii) your Application Form is incorrectly completed, incomplete or otherwise determined by KBL to be invalid;
 - (iv) your cheque is dishonoured or the cheque or money order that you enclose with your Application Form is not made out for the amount corresponding to the value of the parcel of New Shares for which you have applied;
 - (v) your Application Form or BPAY® payment is received after the Closing Date. Late or otherwise incomplete or invalid payments will be refunded to you; or
 - (vi) KBL believes you are not an Eligible Shareholder (subject to compliance with any applicable Australian Securities and Investments Commission (**ASIC**) or ASX requirements).

7. Scaleback

- (a) If the total number of New Shares represented by the value of applications for New Shares under the SPP is more than 118,961,588, New Shares, KBL may, in its absolute discretion, undertake a scaleback to the extent and in the manner that it sees fit.
- (b) A scaleback is a reduction in the allotment of New Shares (compared to parcels applied for) that KBL will undertake if it receives applications under the SPP for more New Shares than it is permitted to issue.
- (c) If there is a scaleback, an applicant may receive less than the parcel of New Shares for which it applied. If a scaleback produces a fractional number of New Shares when applied to an applicant's parcel, the number of New Shares the applicant will be allocated will be rounded up or down to the nearest whole number of New Shares.
- (d) In the event of a scaleback, the difference between the value of the shares allotted and the application amount paid to the Company by an applicant will be refunded (without interest) by direct credit (to the applicant's nominated account as recorded on the Company's share register) or cheque as soon as practicable following allotment.

8. Risk

Subscription for New Shares under the SPP is a speculative investment and the market price may change between the date you apply for New Shares and the issue of New Shares to you. Accordingly, the value of New Shares applied for is likely to rise or fall.

This document is not a prospectus or product disclosure statement, and has not been lodged with ASIC. The issue of a prospectus or product disclosure statement is not required for the purposes of the SPP. This document does not contain the types of disclosure required to be contained in a prospectus or product

disclosure statement. You must rely on your own knowledge of KBL; previous disclosures made by KBL to the ASX (including disclosure regarding the risks of making an investment in KBL) and, if necessary, consult your professional adviser when deciding whether or not to participate in the SPP.

9. Timetable

(a) Subject to clause (b):

(Record Date) the record date for the offer is 7.00pm (Sydney time) on 7 January 2015;

(Opening Date) the offer opens on 16 January 2015;

(Closing Date) the offer closes at 5.00pm (Sydney time) on 6 February 2015;

(SPP Results Announcement) the number of New Shares to be issued will be announced to the ASX shortly after the Closing Date;

(Allotment Date) KBL proposes to allot the New Shares on 12 February 2015;

(Despatch Date) the date on which transaction confirmations are sent to security holders and, if applicable, a direct credit deposit to your nominated account is made or refund cheque is dispatched, is expected to be 13 February 2015; and

(Trading Date) the New Shares are expected to commence trading on 16 February 2015.

(b) KBL may vary any of the above dates in clause (a) at its discretion (even if the offer has opened, or BPAY® or Application Forms have been received) by lodging a revised timetable with ASX.

10. Effect of Making an Application

(a) If you submit a BPAY® payment or complete and return an Application Form together with a cheque or money order:

- (i) you acknowledge that you are an Eligible Shareholder;
- (ii) you irrevocably and unconditionally agree to these Terms and Conditions and the terms of the Application Form and agree not to do any act or thing that would be contrary to the spirit, intention or purpose of the SPP or these Terms and Conditions;
- (iii) you acknowledge your application is irrevocable, unconditional and cannot be withdrawn once returned;
- (iv) you certify that the total of the application price for the following does not exceed \$15,000:
 - (A) New Shares under the SPP the subject of your application;
 - (C) any other New Shares or interests in the class of shares issued which you have instructed a custodian to acquire on your behalf under the SPP; and
 - (D) any other KBL Shares or interests in the class of shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the date of your application as a result of an instruction given by you to the custodian or another custodian and which resulted in you holding beneficial interests in the shares or interests in the class,

even though you may have received more than one offer under the SPP or received offers in more than one capacity under the SPP;

- (v) if you are a custodian, you make additional representations that you either:
 - (A) hold an Australian financial services licence that:
 - (1) covers the provision of a custodial or depository service (as defined by section 766E of the *Corporations Act 2001* (Cth) (**Corporations Act**)); or
 - (2) includes a condition requiring you to comply with the requirements of ASIC Class Order CO 02/294; or
 - (B) are exempt from the requirement to hold an Australian financial services licence for the provision of a custodial or depository service under:
 - (1) paragraph 7.6.01(1)(k) of the *Corporations Regulations 2001* (Cth) (**Regulations**);
 - (2) paragraph 7.6.01(1)(na) of the Regulations;
 - (3) ASIC Class Order CO 05/1270 to the extent that it relates to ASIC Class Order CO 03/184;
 - (4) ASIC Class Orders CO 03/1099, CO 03/1100, CO 03/1101, CO 3/1102, CO 04/829 or CO 04/1313;
 - (5) an individual instrument of relief granted by ASIC in terms similar to one of the Class Orders referred to in subclause (5) above; or
 - (6) paragraph 911A(2)(h) of the Corporations Act; or
 - (C) are otherwise a custodian as defined in Class Order CO 09/425, and that you have provided a Custodian Certificate to KBL;
- (vi) you authorise KBL to correct minor errors in your Application Form and to complete the Application Form by inserting any missing minor detail;
- (vii) you acknowledge that KBL may determine that your Application Form is valid, in accordance with these Terms and Conditions, even if the Application Form is incomplete, contains errors or is otherwise defective;
- (viii) you accept the risk associated with any refund (resulting from a scaleback or otherwise) that may be sent to your address or to your nominated bank account as shown on the KBL security register;
- (ix) you are responsible for any dishonour fees or other costs KBL may incur in presenting a cheque for payment that is dishonoured;
- (x) you acknowledge that no interest will be paid on any application monies paid in connection with this SPP and that are held pending the allotment of the New Shares or subsequently refunded to you for any reason;
- (xi) you acknowledge that you have not been provided with investment advice or financial product advice by KBL or the Security Registry and that neither of them has any obligation to provide this advice in relation to your consideration as to whether or not to participate in, or the extent of such participation in, the SPP;

- (xii) you acknowledge that KBL is not liable for any exercise of its discretions referred to in these Terms and Conditions;
- (xiii) you acknowledge that the New Shares have not, and will not be, registered under the US Securities Act or the securities law of any other jurisdiction outside Australia and, accordingly, the New Shares may not be offered, sold or otherwise transferred except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and any other applicable securities laws;
- (xiv) you represent and warrant that you are not a US Person, and are not applying under the Offer for or on behalf of a US Person;
- (xv) you agree not to send any materials relating to the Offer to any person in the United States or to any person who is acting for the account or benefit of a US Person; and
- (xvi) if you are a Custodian, you make additional representations that you meet the definition of “custodian” in the Class Order and have provided a Custodian Certificate to KBL.

11. Waiver, Amendment, Suspension and Withdrawal

KBL may, at its discretion, waive compliance with any provision of these Terms and Conditions, amend or vary these Terms and Conditions or suspend or withdraw the offer made under this SPP at any time and in its absolute discretion. Any such waiver, amendment, variation, suspension or withdrawal will be binding on all Eligible Shareholders even where KBL does not give notice of the event. However, the rights of any Eligible Shareholder in connection with any New Shares that have been duly issued and allotted to that person prior to the occurrence of any such waiver, amendment, variation, suspension or withdrawal will not be affected as a result of any such occurrence.

KBL is not liable for any loss, cost, expense, liability or damage arising out of exercise of any of its discretions under these Terms and Conditions.

If you have any questions in respect of the SPP, please contact the KBL Shareholder Information line on 1300 737 760.

12. Rights Attaching

The rights and obligations of the New Shares are contained in the KBL Constitution. The New Shares will be issued on the same terms as all other KBL Shares and KBL will apply for the New Shares proposed to be issued under the SPP to be quoted on the ASX. If the New Shares are not quoted on the ASX, the New Shares will not be issued and all application monies will be refunded.

13. Costs of Participation

No brokerage costs will be payable by Eligible Shareholders in respect of the application for, and allotment of, New Shares under the SPP.

14. Privacy

By receiving completed Application Forms, KBL collects personal information about Shareholders. KBL will use this information for the purposes of processing the Application Form and updating the records of KBL. To the extent restricted by law, KBL will not disclose personal information about a Shareholder to a third party. To the extent permitted by law, Shareholders are able to access, upon request, personal information about them held by KBL.

15. Dispute Resolution

KBL may settle in any manner it thinks fit, any difficulties, anomalies or disputes that may arise in connection with or by reason of the operation of the SPP. The decision of KBL will be conclusive and binding on all participants and other persons to whom the determination relates. KBL's rights may be exercised by the Board or any delegate of the Board.

16. Governing Law

These Terms and Conditions are governed by the laws in force in New South Wales. Any dispute arising out of or in connection with these Terms and Conditions, or the offer of New Shares, will be determined by the courts of New South Wales. By accepting this offer, you agree to submit to the exclusive jurisdiction of the courts in New South Wales.

17. Definitions

Aggregate SPP Participation has the meaning set out in clause 4.

Allotment Date means the date upon which New Shares will be allotted under the SPP.

Application Form means the SPP Application Form, a copy of which is enclosed with this document.

ASX means ASX Limited and the prescribed market known as the Australian Securities Exchange.

Beneficiary means a person on whose behalf a custodian within the meaning of ASIC Class Order CO 09/425 holds registered KBL Shares.

Board means the board of directors of KBL.

Closing Date means 5.00pm (Sydney time) on 6 February 2015.

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

Custodian Certificate means the certificate to be provided by custodians within the meaning of ASIC Class Order CO 09/425.

Eligible Shareholder means a Shareholder eligible to participate in the SPP in accordance with clause 3.

Issue Price means the lesser of:

- the volume weighted average market price of KBL shares over the last 5 days on which sales of KBL shares are recorded before the shares under the New SPP are issued, less a discount of 15%; or
- 3 cents per share

KBL means KBL Mining Limited (ACN 129 954 365).

KBL Constitution means the constitution of KBL.

KBL Share means a fully paid ordinary share in KBL.

New Shares means a fully paid ordinary share issued in accordance with this SPP.

Opening Date means 16 January 2015.

Record Date means 7.00pm (Sydney time) on 7 January 2015.

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

Shareholder means the registered holder of a KBL Share.

Security Registry means Boardroom Pty Limited.

SPP means this Security Purchase Plan.

U.S. Person means "U.S. person" as defined in Rule 902(k) under the U.S. Securities Act.

US Securities Act means the United States Securities Act of 1933, as amended.

Share Purchase Plan – Application Form

Record Date: 7.00 pm (Sydney time)
7 January 2015

Opening Date 16 January 2015

Closing Date: 5pm (Sydney time)
6 February 2015

Issue Price: Refer enclosed terms

A Offer Details

This is an important document which requires your immediate attention. If you are in doubt as to how to deal with this document please contact your professional adviser.

Before applying for shares in KBL Mining Limited (**KBL**) (**New Shares**) under the Share Purchase Plan (**SPP**) you should read the SPP Terms and Conditions and the Declarations and Acknowledgments on the back of this Application Form. Terms not defined in this Application Form have the same meaning as in the SPP Terms and Conditions. By making a BPAY payment or completing and returning this Application Form with a cheque or money order, you agree to be bound by the constitution of KBL and the SPP Terms and Conditions (including the eligibility requirements) and you make all of the acknowledgments, representations, declarations and certifications contained in the SPP Terms and Conditions.

This SPP is non-renounceable. Applications can only be accepted in the name printed on the Application Form.

Custodians cannot use this form to apply for multiple parcels of shares on behalf of distinct beneficiaries. Please see over.

If you do not wish to purchase New Shares under the SPP, there is no need to take any action.

B Offer Choice

Please nominate the value of the shares for which you are applying below. **The number of New Shares to be issued will be calculated by dividing your application amount by the Issue Price per share rounded up to the nearest whole number of New Shares as per the SPP Terms and Conditions.**

I wish to apply for \$ worth of new shares to a maximum of \$15,000.

IMPORTANT NOTE: The total allowable application is A\$15,000 per shareholder. By making an application for New Shares under the SPP, you certify that your application amount under the SPP does not exceed A\$15,000. Any amounts over the A\$15,000 total risk a delay in processing and missing this offer.

C Payment Details

Payment may only be made by BPAY, cheque or money order. Cash will not be accepted via the mail or at the KBL Share Registry. Payments cannot be made at any bank.

The amount of your payment received by BPAY, cheque or money order prior to the close, divided by the Issue Price, will be deemed to be the total number of New Shares you are applying for.

Payment Option 1 - BPAY



Billers Code: 119065

Ref:

Telephone & Internet Banking - BPAY®

Contact your bank, credit union or building society to make this payment from your cheque or savings account. More info: www.bpay.com.au

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- To pay via BPAY please contact your participating financial institution;
- If paying by BPAY you do not need to return the Application Form, but will be deemed to have submitted an Application Form..

This form continues overleaf

Payment Option 2 - Cheque

Record cheque details below:

Drawer	Cheque No.	BSB No.	Account No.	Amount A\$

- Only cheques or money orders in Australian dollars and drawn on a bank or financial institution in Australia will be accepted;
- Your cheque or money order must be made payable to "KBL Limited SPP Account" and crossed "Not Negotiable";
- Please ensure you submit the correct amount. Incorrect payments may result in your application being rejected;
- Payments must be made via cheque or money order accompanying the Application Form.

D Contact Details

Please provide a telephone number and contact name in case we need to contact you regarding your application.

Home telephone number	Work telephone number	Contact name

E Custodians

Custodians cannot use this form to apply for multiple parcels of shares on behalf of distinct beneficiaries. To do so please contact Boardroom Pty Limited as below. To apply for New Shares on behalf of distinct beneficiaries, custodians must obtain a separate custodian certificate from Boardroom Pty Limited. Custodians must comply with the requirements of ASIC Class Order CO 09/425 and provide evidence satisfactory to KBL of the distinct holdings when accepting the offer. Each beneficial holder on whose behalf a custodian submits an application must be named in the custodian certificate and must have a registered address in either Australia or New Zealand at 7.00pm (Sydney time) on the Record Date.

F Enquiries

If unsure how to complete this form please contact the KBL Shareholder Information Line on 1300 737 760 or +612 9290 9600 if outside Australia.

G Declarations and Acknowledgments

By lodging this form with your cheque, money order or BPAY payment you acknowledge and confirm that you have read, understood and agree to and make all representations contained in the SPP Terms and Conditions. That is, by lodging this form with your cheque, money order or BPAY payment you represent that the total application price for the following does not exceed \$15,000:

- (a) the New Shares you are applying for;
- (b) any other New Shares or interests you are applying for under this SPP,
- (c) any other New Shares or interests in the class which you have instructed a custodian to acquire on your behalf under this SPP.

Any personal information collected by KBL on this application form will be dealt with in accordance with applicable privacy requirements.

NO SIGNATURE IS REQUIRED ON THIS FORM

THIS OFFER IS NON-RENOUNCEABLE

**Application Forms and cheques, money orders or payment via BPAY
must be received no later than 5pm (Sydney time) on 6 February 2015.**

You should allow sufficient time for this to occur. The postal acceptance rule does not apply to the SPP.

MAILING ADDRESS

Boardroom Pty Limited
GPO Box 3993
SYDNEY NSW 2001

DELIVERY ADDRESS

Boardroom Pty Limited
Level 7, 207 Kent Street
SYDNEY NSW 2000