

KALAMAZOO RESOURCES LIMITED
ACN 150 026 850
SUPPLEMENTARY PROSPECTUS

IMPORTANT INFORMATION

This is a supplementary prospectus (**Supplementary Prospectus**) intended to be read with the prospectus dated 3 October 2016 (**Prospectus**) issued by Kalamazoo Resources Limited (ACN 150 026 850) (**Company**).

This Supplementary Prospectus is dated 14 November 2016 and was lodged with the Australian Securities and Investments Commission (**ASIC**) on that date. The ASIC and its officers take no responsibility for the contents of this Supplementary Prospectus.

This Supplementary Prospectus is a **refresh document** as defined in section 724(3H) of the Corporations Act, as inserted by ASIC Corporations (Minimum Subscription and Quotation Conditions) Instrument 2016/70.

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.kzr.com.au.

The Company will send a copy of the Supplementary Prospectus to all applicants who have applied for Shares pursuant to the Prospectus prior to the date of this Supplementary Prospectus.

This is an important document and should be read in its entirety. If you do not understand it you should consult your professional advisers without delay.

1. BACKGROUND

1.1 Purpose of this document

By this Supplementary Prospectus, the Company makes the amendments to the Prospectus as set out in Section 3 below for the purpose of:

- (a) decreasing the Offer and the minimum subscription under the Offer from \$10,000,000 to \$5,000,000; and
- (b) providing for the Underwriting Agreement entered into between the Company and DJ Carmichael Pty Limited (ABN 26 003 058 857) (Australian Financial Services Licence No: 232571) (**Underwriter** or **DJ Carmichael**) pursuant to which the Underwriter has agreed to fully underwrite the Offer (**Underwriting**).

The amendments to the Prospectus outlined in Section 3 below should be read in conjunction with the Prospectus.

In addition, this Supplementary Prospectus has been prepared to:

- (a) refresh the period for admission to quotation of Shares offered under the Prospectus from three months from the date of the Prospectus to three months from the date of this Supplementary Prospectus (**Quotation Condition**); and

- (b) refresh the period for the minimum subscription to the Offer under the Prospectus being achieved from the date four months after the date of the Prospectus to four months from the date of this Supplementary Prospectus (**Minimum Subscription Condition**),

pursuant to ASIC Corporations (Minimum Subscription and Quotation Conditions) Instrument 2016/70 (**Instrument**).

1.2 Quotation Condition

The Company makes the following statements regarding the Quotation Condition as required by the Instrument.

- (a) an application for admission to quotation of Shares offered under the Prospectus was made within seven days after the date of the Prospectus;
- (b) the Shares offered under the Prospectus have not been admitted to quotation as at the date of this Supplementary Prospectus;
- (c) ASX has not indicated that the Shares offered under the Prospectus will not be admitted to quotation and, as at the date of this Supplementary Prospectus, the Company has not received an indication from ASX that the Shares will be admitted to quotation subject to certain conditions being satisfied;
- (d) the Quotation Condition is being amended to extend the period for admission to quotation of Shares offered under the Prospectus from three months from the date of the Prospectus to three months from the date of this Supplementary Prospectus;
- (e) the Quotation Condition must be satisfied by 14 February 2017, being the date three months from the date of this Supplementary Prospectus; and
- (f) as at the date of this Supplementary Prospectus, the number of Shares for which applications have been received is 20,945,000.

1.3 Minimum Subscription Condition

The Company makes the following statements regarding the Minimum Subscription Condition as required by the Instrument:

- (a) as at the date of this Supplementary Prospectus, \$4,189,000 has been raised, representing applications for 20,945,000 of Shares under the Prospectus;
- (b) the Minimum Subscription Condition is being amended to extend the period for the minimum subscription being achieved from the date four months from the date of the Prospectus to four months from the date of this Supplementary Prospectus; and
- (c) the Minimum Subscription Condition must be satisfied by 14 March 2017, being the date that is four months from the date of this Supplementary Prospectus.

1.4 Withdrawal of previous Applications

In accordance with section 724(2) of the Corporations Act, if you applied for Shares under the Prospectus (**Existing Applicant**), you may withdraw your

application and be repaid your application monies, provided you give the Company written notice of your wish to do so before 14 December 2016.

Any repayments made by the Company pursuant to an Existing Applicant exercising their right to withdraw their application will be made in full without interest.

An Existing Applicant who wishes to withdraw their application and obtain a refund must submit a written request to the Company's share registry by mail or delivery to the address set out below so that it is received within 1 month of the date of this Supplementary Prospectus (i.e. **by close of business on 14 December 2016**).

Mailing Address

Kalamazoo Resources Limited
C/- Advanced Share Registry
PO Box 1156
Nedlands, WA 6909

Hand Delivery (Please do not use this address for mailing purposes)

Kalamazoo Resources Limited
C/- Advanced Share Registry
110 Stirling Highway
Nedlands, WA 6009

The details for the payment of the refund cheque and address to which it should be sent as set out in the written request must correspond to the details contained in the Application Form lodged by that Existing Applicant.

If you do not wish to withdraw your application, you do not need to take any action.

1.5 New Applications

Applications for Shares under the Offer after lodgement of this Supplementary Prospectus **must** be made using the Supplementary Application Form attached to or accompanying this Supplementary Prospectus. Applications after the date of this Supplementary Prospectus **must not** be made on the Application Form attached to or accompanying the Prospectus and will not be valid.

2. AMENDED INDICATIVE TIMETABLE

The "KEY DATES - Indicative Timetable" in the Key Offer Information Section of the Prospectus is replaced by the following:

Lodgement of Prospectus with the ASIC	3 October 2016
Lodgement of Supplementary Prospectus with the ASIC	14 November 2016
Last day for Existing Applicant to notify the Company of their election to withdraw their application	14 December 2016
Closing Date*	19 December 2016
Despatch of holding statements	20 December 2016
Expected date for quotation on ASX	23 December 2016

**The Company with the agreement of the Underwriter reserves the right to extend the Closing Date or close the Offer early without prior notice except that the Offer will remain open until at least the expiration of the one month period to withdraw applications set out in Section 1.4 of this Supplementary Prospectus. The Company also reserves the right not to proceed with the Offer at any time before the issue of Shares to Applicants.*

3. AMENDMENTS TO THE PROSPECTUS

The Directors have resolved to:

- (a) reduce the Offer and the minimum subscription to be raised pursuant to the Offer to \$5,000,000;
- (b) refresh the period for admission to quotation of Shares offered under the Prospectus to 14 February 2017, being three months from the date of this Supplementary Prospectus; and
- (c) refresh the period to raise the minimum subscription under the Offer to 14 March 2017, being four months from the date of this Supplementary Prospectus.

In addition, the Company has entered into an Underwriting Agreement whereby DJ Carmichael Pty Limited has been engaged as Underwriter to the Offer and has agreed to fully underwrite the Offer.

As a result of the reduction in the minimum subscription, the extension of the Quotation Condition and Minimum Subscription Condition and the appointment of the Underwriter, the following amendments are made to the Prospectus.

3.2 General

All references to:

- (a) the Offer being for an offer of 50,000,000 Shares at an issue price of \$0.20 per Share to raise \$10,000,000 are replaced with the Offer being for an offer of 25,000,000 Shares at \$0.20 per Share to raise \$5,000,000;
- (b) \$10,000,000 being the minimum subscription in respect of the Offer are replaced with the minimum subscription being \$5,000,000;
- (c) the Offer not being underwritten is replaced with the Offer is fully underwritten by DJ Carmichael Pty Limited; and
- (d) applications for Shares on an Application Form replaced with applications for Shares on a Supplementary Application Form.

3.3 Chairman's Letter

Subsection (e) of the Chairman's Letter is replaced with the following:

- (e) complete desktop studies to test the viability of a heap leach operation on the laterite resources at the Snake Well Project;

3.4 Investment Overview

Section E (Financial Information) of the Investment Overview section of the Prospectus is amended as follows:

The following paragraph is deleted in its entirety:

"Based on the pro forma historical consolidated statement of financial position of the Company as at 30 June 2016, the Company will have:

- (a) total assets of approximately \$11,625,000;

- (b) total liabilities of approximately \$83,000;
- (c) net assets of approximately \$11,542,000;
- (d) following the completion of the Offer, the Company will have cash and cash equivalents of approximately \$9,930,000."

And is replaced with:

"Based on the pro forma historical consolidated statement of financial position of the Company as at 30 June 2016, the Company will have:

- (a) total assets of approximately \$6,917,000;
- (b) total liabilities of approximately \$83,000;
- (c) net assets of approximately \$6,834,000;
- (d) following the completion of the Offer, the Company will have cash and cash equivalents of approximately \$5,223,000."

Section G (Use of Proceeds) of the Investment Overview section of the Prospectus is amended as follows:

Subsection (e) is replaced with the following:

- (e) complete desktop studies to test the viability of a heap leach operation on the laterite resources at the Snake Well Project;

3.5 Minimum Subscription

The second paragraph of Section 2.3 of the Prospectus is replaced with the following:

If the minimum subscription has not been raised within 4 months after the date of the Supplementary Prospectus, the Company will not issue any Shares and will repay all application monies for the Shares within the time prescribed under the Corporations Act, without interest.

In the event the minimum subscription has not been obtained from public applications by the Closing Date, the Underwriter is obligated to subscribe or procure subscriptions for the remaining Shares in order to satisfy the minimum subscription.

3.6 Use of funds

Section 2.4 of the Prospectus is replaced with the table, notes and statements below:

The Company intends to apply funds raised from the Offer, together with existing cash reserves, over the first two years following admission of the Company to the official list of ASX as follows:

Funds available	Full Subscription (\$5,000,000)	Percentage of Funds (%)
Existing cash reserves ¹	\$85,000	1.7
Funds raised from the Offer	\$5,000,000	98.3
TOTAL	\$5,085,000	100.0
Allocation of funds		
Snake Well Project²		
Resource Drilling	\$1,270,000	25.0
Development Studies	\$530,000	10.4
Exploration	\$130,000	2.6
Cork Tree Project (including commitments under Joint Venture Agreement)²		
Exploration	\$490,000	9.6
Project Generation	\$100,000	2.0
Other		
Administration costs ³	\$1,919,000	37.7
Cash Costs of the Offer ⁴	\$646,000	12.7
TOTAL	\$5,085,000	100.0

Notes:

1. Represents cash reserves being cash at bank as at 8 November 2016. The Company notes that the decrease in cash since 30 September 2016 represents approximately two months of expenses, together with payment of outstanding invoices, travel and promotion. Refer to the Financial Information set out in Section 6 and the Independent Limited Assurance Report in Section 7 of the Prospectus for further details.
2. Refer to the Independent Geologist's Report in Section 5 of the Prospectus (as amended by this Supplementary Prospectus) for further information on the planned exploration activities and expenditure budget for the Projects.
3. Administration costs includes salaries \$1,363,000, occupancy costs \$134,000, travel \$33,000 and general administration costs \$389,000. The Company notes that it has reviewed its administration expenditure disclosed in the Prospectus and has removed discretionary expenditure where possible and reduced the scope of work to be performed by contractors and other budgeted staff in line with the reduced exploration program. This has included reducing its marketing, promotional and travel expenditure.
4. Refer to Section 3.19 of this Supplementary Prospectus for further details.

It should be noted that the Company's budgets will be subject to modification on an ongoing basis depending on the results obtained from exploration and evaluation work carried out. This will involve an ongoing assessment of the Company's mineral interests. The results obtained from exploration and evaluation programs may lead to increased or decreased levels of expenditure on certain Projects reflecting a change in emphasis.

The above table is a statement of current intentions as of the date of this Prospectus. As with any budget, intervening events (including exploration success or failure) and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way funds are applied on this basis.

The Directors consider that following completion of the Offer, the Company will have sufficient working capital to carry out its stated objectives. It should however

be noted that an investment in the Company is speculative and investors are encouraged to read the risk factors outlined in Section 4.

3.7 ASX listing

The second paragraph at Section 2.8 of the Prospectus is replaced with the following:

If the Shares are not admitted to Official Quotation by ASX before the expiration of 3 months after the date of issue of the Supplementary Prospectus, or such period as varied by the ASIC, the Company will not issue any Shares and will repay all application monies for the Shares within the time prescribed under the Corporations Act, without interest.

3.8 Issue

The third paragraph at Section 2.9 is replaced with the following:

The Company in consultation with the Underwriter will determine the recipients of the Shares issued under the Offer. The Company reserves the right to reject any application or to allocate any applicant fewer Shares than the number applied for. Where the number of Shares issued is less than the number applied for, or where no issue is made, surplus application monies will be refunded without any interest to the Applicant as soon as practicable after the Closing Date.

3.9 Underwriting

Section 2.11 of the Prospectus is replaced with the following:

DJ Carmichael Pty Limited (ABN 26 003 058 857) (Australian Financial Services Licence No: 232571) (**DJ Carmichael** or **Underwriter**) has agreed to fully underwrite the Offer, being \$5,000,000 (**Underwritten Amount**) and 25,000,000 Shares (**Underwritten Shares**) under an agreement entered into between the Company and the Underwriter on 14 November 2016 (**Underwriting Agreement**).

The material terms of the Underwriting Agreement are as follows:

- (a) (**Sub-underwriter**): subject to the share limitation, the Underwriter may procure any person to sub-underwrite such portion of the Offer as the Underwriter in its absolute discretion, thinks fit;
- (b) (**Allocation**): following consultation with the Company, the Underwriter has the right to nominate and determine who is to receive the Shares under the Offer required to be applied for by the Underwriter or a person procured by the Underwriter;
- (c) (**Share limitation**): the Underwriter will ensure that neither the Underwriter nor any other person will acquire an ability, through participation in underwriting or sub-underwriting of the Offer, to increase their holding to an amount in excess of 20% of all the Shares on issue on completion of the Offer;
- (d) (**Fees**): the Company must pay an underwriting fee of 1% of the Underwritten Amount (being \$50,000) and a selling fee of 5% of the Underwritten Amount (being \$250,000) on issue of the Shares under the Offer (together, the **Underwriting Fees**). These Underwriting Fees replace the 6% capital raising fee payable by the Company to DJ Carmichael for its services as Lead Manager pursuant to the Lead Manager Mandate. All

sub-underwriting and third party fees will be met by the Underwriter, including commissions that DJ Carmichael and the Company agree with any other licensed securities dealings or Australian financial services licensees;

- (e) **(Other Fees)**: as per the Lead Manager Mandate, the Company must pay a base success fee of \$100,000 (payable in cash) to DJ Carmichael for its services in managing the Offer (refer to Section 11.3(b)(ii) of the Prospectus). In the event the Underwriting Agreement or Lead Manager Mandate is terminated, the Company agrees to reimburse the Underwriter for any expenses incurred or accrued up to the date of termination;
- (f) **(Expenses)**: in addition to the Underwriting Fees and other fees payable by the Company to DJ Carmichael, the Company agrees to pay and indemnify the Underwriter against and in relation to, all reasonable costs and expenses of and incidental to the Offer;
- (g) **(Interest)**: amounts outstanding pursuant to invoices for fees, commissions or expenses shall incur interest at the rate of 10% per annum and shall be calculated daily in arrears from the due date of payment of the outstanding amount; and
- (h) **(Termination rights)**: the Underwriter may terminate the Underwriting Agreement by the giving of written notice to the Company where a termination event occurs. A full list of the termination events is set out in Annexure A. The Company may terminate the Underwriting Agreement by giving written notice to the Underwriter if the Underwriter defaults under the terms of the Underwriting Agreement or makes an incorrect or untrue representation.

The Underwriting Agreement otherwise contains terms and conditions considered standard for an agreement of its nature.

The Underwriter is presently a Shareholder of the Company and the extent to which Shares are issued pursuant to the Underwriting will increase the Underwriters' voting power in the Company. The Underwriter is not a related party of the Company for the purpose of the Corporations Act.

The Underwriter's present voting power and changes under several scenarios are set out in the table below and are based on the assumption that the Underwriter takes up its full entitlement of 25,000,000 Shares under each scenario.

Event	Shares held by Underwriter	Voting power of Underwriter
Date of Prospectus and Supplementary Prospectus	1,000,000	1.72%
Completion of the Offer		
• Fully subscribed	1,000,000	1.20%
• 75% subscribed	7,250,000	8.71%
• 50% subscribed	13,500,000	16.22%
• 25% subscribed	19,750,000	23.73%
• 0% subscribed	26,000,000	31.24%

The number of Shares held by the Underwriter and its voting power in the table above show the potential effect of the Underwriting of the Offer. However, it is unlikely that no Shareholders, other than the Underwriter, will subscribe for Shares under the Offer. In particular, it is noted that as at the date of this Supplementary Prospectus, \$4,189,000 has been raised, representing applications for 20,945,000 of Shares under the Prospectus, although these applications are subject to the withdrawal rights set out in Section 1.4.

In addition, pursuant to the terms of the Underwriting Agreement, the Underwriter has covenanted that neither it nor any other person will acquire an ability, through participation in underwriting or sub-underwriting of the Offer, to increase their holding to an amount in excess of 20% of all the Shares on issue on completion of the Offer. Further, due to the requirements of Listing Rule 1.1 Condition 7 (relating to the Company having sufficient spread of Shareholders), for the Company to be admitted to the Official List, the Underwriter will not be able to subscribe for all of the Underwritten Shares.

The Underwriter has also indicated that it intends on engaging sub-underwriters to sub-underwrite a portion of the Underwritten Amount, all of whom will not be related parties or substantial Shareholders of the Company, which will further reduce the Underwriter's voting power. As at the date of this Supplementary Prospectus no sub-underwriters have been engaged by the Underwriter that would result in a sub-underwriter acquiring an interest in 5% or more of the Shares on issue on completion of the Offer.

3.10 Company and Projects Overview

Section 3 of the Prospectus which relates to the Company and Projects overview is amended as follows:

The paragraph at the end of Section 3.2(e) of the Prospectus is replaced with the following:

Kalamazoo will direct part of its exploration funds to complete desktop studies to test the viability of a heap leach operation on the laterite resources.

Section 3.4(a) which relates to the proposed exploration program and expenditure at the Snake Well Project is replaced with the following:

Kalamazoo will focus immediate attention to:

- (i) staged mineral resource definition RC and some diamond drilling at the Mixy Lode and LOP prospect;
- (ii) development of the A-Zone Prospect in conjunction with Minjar;
- (iii) development works including mining, metallurgical, geotechnical, hydrological and environmental studies;
- (iv) exploration at priority targets such as the Royal Standard Mine; and
- (v) commencement of project generation review of new projects,

with a primary objective of achieving early cash flow.

At the Mixy Lode, resource development drilling for a stage 2 open pit expansion is planned ahead of a feasibility study, predominantly in year 1. An initial phase of RC drilling in year 1 will test for extensions to the current resource at depths between 100-200m below surface, with potential for future underground exploitation. Phase 2 diamond drilling would proceed contingent on the results from phase 1.

Infill RC drilling at A-Zone will be undertaken to upgrade the current gold resource to a higher level of confidence, followed by a feasibility study for an open pit mine initially targeting the oxide mineralisation. Metallurgical drilling and test work would be undertaken for additional evaluation of the transitional and sulphide mineralisation.

Desktop studies are planned in year 1 to test the viability of a heap leach operation on the laterite resources which may include drilling and sampling to obtain fresh material for metallurgical test work. Contingent on these results, development studies at other laterite prospects would ensue in year 2.

Exploration of other lode targets will focus initially at Royal Standard, testing for near surface mineralisation above the base of the workings and then below the high grade historic mine workings that only extended to 75m below surface, and along strike of the lode which has been traced for 800m at surface. Drilling below the main workings would be staged with follow-up contingent on early results.

Other targets may include the high grade Calisi lodes, Warren, Conquistador (base metals) and other prospects located in the felsic shear zone.

Dependent on success, a total of approximately 11,000m of drilling is planned for the first two years at the Snake Well Project comprising RC and diamond core drilling.

The third paragraph of Section 3.4(b) of the Prospectus which relates to the proposed exploration at the Cork Tree Project is replaced with the following:

Initial drilling proposed at the Cork Tree Prospect comprises vertical aircore holes to locate the prospective dolomite/shale contact, to define the stratigraphy under areas of shallow cover and to further determine the extent of the supergene copper blanket. Follow up drilling will involve angled RC drilling to test structural, lithological and geochemical targets.

The table showing the Company's planned exploration expenditure over the first two years at Section 3.4(b) of the Prospectus, together with the accompanying notes is replaced with the following:

	Total \$M	% of Exploration Expenditure ²	Year 1 \$M	Year 2 \$M
Snake Well Project				
Resource Drilling	1.27	50%	0.77	0.50
Development Studies ³	0.53	21%	0.33	0.20
Exploration	0.13	5%	0.13	-
<i>Sub Total-Snake Well</i>	1.93	77%	1.23	0.70
Cork Tree Project				
Exploration Drilling & Geophysics	0.49	19%	0.25	0.24
<i>Sub Total-Cork Tree</i>	0.49	19%	0.25	0.24
Project Generation	0.10	4%	0.05	0.05
Total	2.52	100%	1.53	0.99

Notes:

1. Based on full subscription of \$5,000,000.
2. Rounding adjustments apply.
3. Development studies for Mixy and Kalamazoo's share of A-Zone.
4. Includes tenement costs.

3.11 Capital Structure

The tables showing the capital structure of the Company following completion of the Offer and all related matters, at Section 3.10 of the Prospectus, together with the corresponding notes to the tables are replaced with the following:

The capital structure of the Company following completion of the Offer is summarised below:¹

Shares²

	Number
Shares currently on issue ³	58,227,439
Shares to be issued pursuant to the Offer	25,000,000
Total Shares on completion of the Offer	83,227,439

Options

	Number
Options currently on issue ⁴	17,864,745
Options to be issued to DJ Carmichael as part of the costs of the Offer ⁵	10,000,000
Total Options on completion of the Offer	27,864,745

Notes:

1. Refer to the Financial Information set out in Section 6 and Independent Limited Assurance Report set out in Section 7 of the Prospectus for further details.
2. The rights attaching to the Shares are summarised in Section 12.2 of the Prospectus.

3. The Shares currently on issue comprise 47,677,439 Shares held by Founders, Initial Seed Investors, Directors and Management and 10,550,000 Shares issued under a subsequent seed capital raising. The Shares issued under the subsequent seed capital raising were issued on 26 August 2016 and 27 September 2016 at an issue price of \$0.10 each to fund exploration at the Cork Tree Project, listing costs and initial working capital requirements of the Company. These Shares were issued at a discount to the issue price of the Shares offered pursuant to the Offer to reflect the increased risk associated with an investment in the Company at the time of issue of the seed capital.
4. Comprising 2,857,143 unquoted Options exercisable at \$0.20 on or before 1 November 2019, 2,757,602 unquoted Options exercisable at \$0.70 on or before 9 November 2019 and 12,250,000 unquoted Options exercisable at \$0.30 on or before 31 December 2019.
5. Comprising 5,000,000 unquoted Options exercisable at \$0.20 and 5,000,000 unquoted Options exercisable at \$0.25, on or before the date that is two years from the date of issue.

3.12 Substantial Shareholders

The tables showing the substantial Shareholders of the Company on issue both as at the date of the Prospectus and on completion of the Offer at Section 3.11 of the Prospectus, together with the corresponding notes to the tables are replaced with the following:

As at the date of the Prospectus

Shareholder	Shares	Options	% (undiluted)	% (fully diluted)
Doux Argent Pty Ltd ¹	38,327,734	Nil	65.82%	50.37%
Great Sandy Pty Ltd	3,035,714	803,571	5.21%	5.05%

Notes:

1. Doux Argent Pty Ltd (ACN 169 416 988) is controlled by Matthew Reinehr, a previous Director of the Company who resigned on 30 June 2016.

On completion of the Offer (assuming no existing substantial Shareholder subscribes and receives additional Shares pursuant to the Offer)

Shareholder	Shares	Options	% (undiluted)	% (fully diluted)
Doux Argent Pty Ltd ¹	38,327,734	Nil	46.05%	34.50%

Notes:

1. Doux Argent Pty Ltd (ACN 169 416 988) is controlled by Matthew Reinehr, a previous Director of the Company who resigned on 30 June 2016.

3.13 Company specific risk factor

Section 4.1 of the Prospectus is amended by inserting the following additional paragraph at that section:

(g) **Control risk**

Doux Argent Pty Ltd is currently the largest Shareholder of the Company and will have a relevant interest in approximately 46.05% of the Shares in the Company on completion of the Offer. Accordingly, Doux Argent Pty Ltd will likely be in a position to influence the decisions of the Company and its interests may not align with those of all other Shareholders.

Doux Argent Pty Ltd is an entity controlled by Matthew Reinehr, a previous director of the Company. Doux Argent Pty Ltd and Matthew Reinehr each has no present intention to seek a position on the board of the Company or to change any of the Company's existing policies in relation to financial and operating matters.

Doux Argent Pty Ltd holds a relevant interest in more than 25% of the Company which means that it has the potential to prevent a special resolution from being passed by the Company (such resolution requiring at least 75% of the votes cast by members entitled to vote on the resolution). Special resolutions are required in relation to approve certain Company matters including amending the Company's constitution, approving the voluntary winding up of the Company and, if at any time the share capital of the Company is divided into different classes of shares, approving the variation of the rights attached to any such class.

3.14 Independent Geologist's Report

The Independent Geologist's Report at Section 5 of the Prospectus (IGR) is amended as follows:

The paragraph titled "Planned Expenditure" in the Executive Summary of the IGR is replaced with the following:

Kalamazoo has provided to Ravensgate their proposed exploration expenditure for the two year period following the capital raising with \$2,520,000 allocated to direct exploration expenditure as detailed in Table 9 of Section 4. Kalamazoo is intending to focus their expenditure on the resource drilling and development studies on the Snake Well project with some expenditure on testing exploration targets and generating new targets.

In Years 1 and 2 Kalamazoo will undertake resource definition RC and diamond drilling at Mixy; resource definition RC drilling at LOP; metallurgical test work and development studies at Mixy, A-Zone and LOP; exploration drilling at the Cork Tree prospect and the Royal Standard prospect. A total of approximately 15,000m of drilling (RC, diamond and aircore) is planned for the first two years.

Ravensgate considers that the exploration strategy and programs proposed by Kalamazoo are consistent with the mineral potential and status of the projects. The proposed expenditure is sufficient to meet the costs of the exploration programs proposed and to meet statutory tenement expenditure requirements.

Section 2.11 of the IGR which relates to exploration strategy is replaced with the following:

Kalamazoo has indicated to Ravensgate that they will undertake a systematic, staged approach with respect to their exploration program focusing primarily on gold. Significant previous exploration has been undertaken across the project area and Kalamazoo has maximised the usefulness of this asset by undertaking thorough research in compiling and analysing the available data, developing an exploration database, field checking anomalous localities, assessing the economic potential of the known deposits and conducting a successful trial mining operation on the Mixy deposit.

Kalamazoo will focus immediate attention to staged resource definition drilling at Mixy and LOP, metallurgical studies, development studies and exploration drilling at priority targets.

At the Mixy gold deposit, resource development drilling for a Stage 2 open pit expansion is planned predominantly in Year 1.

Metallurgical test work and development studies will be undertaken on the Mixy gold deposit, primarily to evaluate a stage 2 open pit expansion.

Metallurgical test work will be undertaken at A-Zone for evaluation of the transitional and sulphide mineralisation.

Drilling to upgrade the LOP laterite resource to a higher level of confidence and to obtain fresh material for metallurgical test work is planned in Year 1.

Exploration of other lode targets will focus at Royal Standard testing below the high grade historic mine workings that only extended to 75m below surface, and along the strike of the lode which has been traced for 800m at surface. Drilling below the main workings would be staged with follow-up contingent on early results.

Approximately 11,000m of RC and diamond drilling at Snake Well is planned for the first two years.

Ravensgate considers that the exploration strategy proposed by Kalamazoo is consistent with the mineral potential and status of the Snake Well project.

The following sentence at Section 3.9 of the IGR is deleted:

Diamond tails will be drilled through zones of significant mineralisation to determine the nature of the mineralisation and the possible orientation (Richardson, 2015).

The planned expenditure table at Section 4 of the IGR is replaced with the following:

Project	Category	Total Budget \$M	Drilling (metres)	Year 1 \$M	Year 2 \$M
Snake Well	Res Dev Drilling				
	Mixy Underground	0.20	1,500	0.20	-
	Mixy Open Pit	0.90	6,920	0.40	0.50
	LOP Laterite	0.17	1,200	0.17	-
	Sub Total	1.27	9,620	0.77	0.50
Snake Well	Development Studies				
	A-Zone (KZR share)	0.08	-	0.08	-
	Mixy Open Pit	0.30	100	0.10	0.20
	LOP Laterite	0.15	120	0.15	-
	Sub Total	0.53	220	0.33	0.20
Snake Well	Exploration				
	Royal Standard	0.13	1,000	0.13	-
	Sub total	0.13	1,000	0.13	0.00
	TOTAL - Snake Well	1.93	10,840	1.23	0.70
Cork Tree	Cork Tree Copper	0.49	4,000	0.25	0.24
	TOTAL - Cork Tree	0.49	4,000	0.25	0.24
Project Generation		0.10	-	0.05	0.05
Grand Total		2.52	14,840	1.53	0.99

3.15 Financial Information

The financial impact of decreasing the full subscription (being the minimum subscription) under the Offer from \$10,000,000 to \$5,000,000 is outlined below.

Section 6.5 of the Prospectus is amended as follows:

The table which sets out the Historical Statement of Financial Position and the pro forma adjustments at Section 6.5.1, is replaced with the following:

	As at 30 June 2014	As at 30 June 2015	As at 30 June 2016	Pro-forma 30 June 2016
Current assets				
Cash & cash equivalents	2,673	15,717	77,762	5,223,462
Trade & other receivables	23,568	19,637	56,876	56,876
Other current assets	5,874	5,874	19,621	19,621
Total current assets	32,115	41,228	154,259	5,299,959
Non-current assets				
Exploration expenditure	4,138,705	2,861,518	1,605,440	1,605,440
Property, plant & equipment	100	-	11,723	11,723
Intangible assets	4,722	2,902	-	-
Total non-current assets	4,143,527	2,864,420	1,617,163	1,617,163
Total assets	4,175,642	2,905,648	1,771,422	6,917,122
Current liabilities				
Trade & other payables	85,785	73,516	82,739	82,739
Borrowings	-	623,021	200,000	-
Total current liabilities	85,785	696,537	282,739	82,739
Total liabilities	85,785	696,537	282,739	82,739
Net assets	4,089,857	2,209,111	1,488,683	6,834,383
Equity				
Share capital	5,106,646	5,786,660	6,329,681	11,500,786
Reserves	-	-	151,736	1,072,252
Accumulated (losses)	(1,016,789)	(3,577,549)	(4,992,734)	(5,738,655)
Total equity	4,089,857	2,209,111	1,488,683	6,834,383

The following paragraph at Section 6.5.2 is deleted in its entirety:

“Pro-Forma transactions:

- (a) The issue of 50,000,000 Shares at \$0.20 per Share to raise \$10,000,000 under the Offer;
- (b) Total expenses associated with the Offer (including broking, legal, accounting and administrative fees as well as printing, advertising and other expenses) are estimated to be approximately \$1,316,000 (exclusive of GST). Approximately \$178,400 has been attributed to the income statement under the Offer with the residual being capitalised against Share capital; and
- (c) The Company has issued 12,250,000 unquoted Options to certain executives of the Company for services rendered.”

and is replaced with:

“Pro-Forma transactions:

- (a) The issue of 25,000,000 Shares at \$0.20 per Share to raise \$5,000,000 under the Offer;
- (b) Total expenses associated with the Offer (including broking, legal, accounting and administrative fees as well as printing, advertising and other expenses) are estimated to be approximately \$1,024,000 (exclusive of GST). Approximately \$203,400 has been attributed to the income statement under the Offer with the residual being capitalised against Share capital; and
- (c) The Company has issued 12,250,000 unquoted Options to certain executives of the Company for services rendered.”

The table at Section 6.5.3 which provides for cash or cash equivalents is replaced with the following:

	\$
Cash or cash equivalents as at 30 June 2016	77,762
Subsequent event:	
Proceeds from issue of Shares pre IPO	991,700
Pro-forma adjustments	
Proceeds from issue of Shares	5,000,000
Cash costs associated with the Offer	(646,000)
Repayment of loan from Rockrose Pty Ltd	(200,000)
Pro-forma cash or cash equivalents	5,223,462

The table at Section 6.5.4 which provides for share capital is replaced with the following:

Share capital as at 30 June 2016	6,329,681
Subsequent event:	
Issue of Shares pre IPO	991,700
Pro-forma adjustments	
Issue of Shares in relation to the Offer	5,000,000
Costs associated with the Offer	(820,595)
Pro-forma Share capital	11,500,786

The table at Section 6.5.5 which provides for accumulated losses is replaced with the following:

Accumulated (losses) as at 30 June 2016	(4,992,734)
Pro-forma adjustments	
Costs associated with the Offer expensed	(203,400)
Options issued to executives in conjunction with the Offer	(542,521)
Pro-forma accumulated (losses)	(5,738,655)

3.16 Independent Limited Assurance Report

The Investigating Accountant has confirmed that the changes set out above in Section 3.15 of this Supplementary Prospectus do not affect the conclusions set out in the Independent Limited Assurance Report contained in Section 7 of the Prospectus.

3.17 Lead Manager Mandate

Section 11.3(b)(iv) of the Prospectus is deleted.

3.18 Interests of Experts and Advisers

Section 12.5 of the Prospectus which provides for the interests of experts and advisers is amended as follows:

The fees the Company estimates it will pay Ravensgate are increased from \$50,000 to \$53,000 (excluding GST) for Independent Geologist services provided in relation to the Offer.

The fees the Company estimates it will pay Steinepreis Paganin are increased from \$60,000 to \$70,000 (excluding GST) for legal services provided in relation to the Offer.

In addition, the following paragraph at Section 12.5 is deleted:

“DJ Carmichael will receive 6% of the total amount raised under the Prospectus (plus GST) following the successful completion of the Offer for its services as Lead Manager to the Offer. DJ Carmichael will be responsible for paying all capital raising fees that DJ Carmichael and the Company agree with any other financial service licensees. Further details in respect to the Lead Manager Mandate with DJ Carmichael are summarised in Section 11.3. DJ Carmichael received fees of \$69,630 (including GST) for managing the Company’s seed capital raise and other than this, DJ Carmichael has not received any other fees for other services provided to the Company during the 24 months preceding lodgement of this Prospectus with the ASIC.”

and replaced with the following:

“DJ Carmichael will receive 6% of the total amount raised under the Prospectus (plus GST) following the successful completion of the Offer for its services as Lead Manager and Underwriter to the Offer. DJ Carmichael will be responsible for paying all capital raising fees that DJ Carmichael and the Company agree with any other financial service licensees and sub-underwriters. Further details in respect to the Lead Manager Mandate are summarised in Section 11.3 and the Underwriting Agreement are summarised in Section 2.11. DJ Carmichael received fees of \$69,630

(including GST) for managing the Company's seed capital raise and other than this, DJ Carmichael has not received any other fees for other services provided to the Company during the 24 months preceding lodgement of this Prospectus with the ASIC."

3.19 Expenses of the Offers

The table and notes at Section 12.7 of the Prospectus, showing the approximate total expenses of the Offer (excluding GST), is replaced with the following:

The total expenses of the Offer (excluding GST) are estimated to be approximately \$1,023,995 and are expected to be applied towards the items set out in the table below.

Item of Expenditure	Full Subscription (\$)
ASX Fees	71,650
ASIC Fees	2,350
DJ Carmichael Fees*	777,995
Legal Fees	78,000
Independent Geologist's Fees	53,000
Investigating Accountant's Fees	11,000
Printing and Distribution	15,000
Miscellaneous	15,000
TOTAL	1,023,995

* DJ Carmichael will be paid Underwriting Fees of \$300,000 pursuant to the Underwriting Agreement and a base success fee of \$100,000 pursuant to the Lead Manager Mandate. DJ Carmichael will be responsible for paying all capital raising fees that DJ Carmichael and the Company agree with any other licensed securities dealers, Australian financial services licensees or sub-underwriters, out of the fees paid by the Company to DJ Carmichael. Included in these fees is the amount of \$377,995 representing the valuation of Options issued to DJ Carmichael which is a non-cash cost of the Offer.

4. CONSENTS

Ravensgate has given its written consent to being named as Independent Geologist in this Supplementary Prospectus and the inclusion of the information and statements contained in Sections 3.10, 3.14, and 3.18 of this Supplementary Prospectus in the form and context in which the information and statements are included. Ravensgate has not withdrawn its consent prior to the lodgement of this Supplementary Prospectus with the ASIC.

Grant Thornton Corporate Finance Pty Ltd has given its written consent to being named as Investigating Accountant in this Supplementary Prospectus and to the inclusion of the information and statements contained in Section 3.16 of this Supplementary Prospectus in the form and context in which the information and statements are included. Grant Thornton Corporate Finance Pty Ltd has not withdrawn its consent prior to the lodgement of this Supplementary Prospectus with the ASIC.

DJ Carmichael has given its written consent to being named as the Underwriter to the Company in this Supplementary Prospectus and the inclusion of information and statements contained in Sections 3.8, 3.9, 3.17, 3.18 and 3.19 of this

Supplementary Prospectus in the form and context in which the information and statements are included. DJ Carmichael has not withdrawn its consent prior to the lodgement of this Supplementary Prospectus with the ASIC.

Doux Argent Pty Ltd and Matthew Reinehr has each given their written consent to be named in this Supplementary Prospectus and the inclusion of the statements attributed to them in Section 3.13 of this Supplementary Prospectus in the form and context in which those statements are included. Neither Doux Argent Pty Ltd or Matthew Reinehr has withdrawn their consent prior to the lodgement of this Supplementary Prospectus with the ASIC.

5. 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.



Luke Reinehr
Executive Chairman
For and on behalf of
Kalamazoo Resources Limited

ANNEXURE A – TERMINATION EVENTS

The Underwriter may without cost or liability to itself and without prejudice to any rights under clauses 10 (fees and expenses) or 11 (GST) or for damages arising out of any breach by the Company of its representations, warranties or obligations under the Underwriting Agreement, by notice in writing to the Company, upon or at any time prior to 5:00pm on the Closing Date, terminate its obligations under the Underwriting Agreement if:

- (a) **(Indices fall)**: the All Ordinaries Index as published by ASX is, at the close of trading on any business day after the date of the Underwriting Agreement, at a level that is 10% or more below its respective level as at the close of trading on the business day prior to the date of the Underwriting Agreement; or
- (b) **(Prospectus)**: the Company does not lodge the Supplementary Prospectus on the Lodgement Date or the Prospectus or the Offer is withdrawn by the Company; or
- (c) **(Copies of Prospectus)**: the Company fails to comply with clause 4.1(d) (the Company must provide 10 copies of the Prospectus within 7 days of lodgement and as many additional copies as required by the Underwriter) and such failure is not remedied within 2 days; or
- (d) **(No Official Quotation)**: ASX notifies the Company or any other person that Official Quotation will not be or has not been granted for all the Offer Shares by the Closing Date or, having been granted, is subsequently withdrawn, withheld or qualified; or
- (e) **(Supplementary prospectus)**:
 - (i) the Underwriter, having elected not to exercise its right to terminate its obligations under this Agreement as a result of an occurrence as described in clause 13.1(q)(vi), forms the view on reasonable grounds that a supplementary or replacement prospectus should be lodged with ASIC for any of the reasons referred to in section 719 of the Corporations Act and the Company fails to lodge a supplementary or replacement prospectus in such form and content and within such time as the Underwriter may reasonably require; or
 - (ii) the Company lodges a supplementary or replacement prospectus without the prior written agreement of the Underwriter; or
- (f) **(Non-compliance with disclosure requirements)**: it transpires that the Prospectus does not contain all the information required by the Corporations Act; or
- (g) **(Misleading Prospectus)**: it transpires that there is a statement in the Prospectus that is misleading or deceptive or likely to mislead or deceive, or that there is an omission from the Prospectus (having regard to the provisions of the Corporations Act) or if any statement in the Prospectus is or becomes misleading or deceptive or likely to mislead or deceive or if the issue of the Prospectus is or becomes misleading or deceptive or likely to mislead or deceive; or
- (h) **(Restriction on allotment)**: the Company is prevented from allotting the Offer Shares within the time required by this Agreement, the Corporations Act, the

Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi-governmental agency or authority; or

- (i) **(Withdrawal of consent to Prospectus)**: any person (other than the Underwriter) who has previously consented to the inclusion of its, his or her name in the Prospectus or to be named in the Prospectus, withdraws that consent; or
- (j) **(ASIC application)**: an application is made by ASIC for an order under section 1324B or any other provision of the Corporations Act in relation to the Prospectus, the Closing Date has arrived, and that application has not been dismissed or withdrawn; or
- (k) **(ASIC hearing)**: ASIC gives notice of its intention to hold a hearing under section 739 or any other provision of the Corporations Act in relation to the Prospectus to determine if it should make a stop order in relation to the Prospectus or the ASIC makes an interim or final stop order in relation to the Prospectus under section 739 or any other provision of the Corporations Act; or
- (l) **(Takeovers Panel)**: the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt 6.10 of the Corporations Act, or an application for such a declaration is made to the Takeovers Panel; or
- (m) **(Authorisation)**: any authorisation which is material to anything referred to in the Prospectus is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter; or
- (n) **(Indictable offence)**: a director or a senior manager of the Company and each subsidiary (**Relevant Company**) is charged with an indictable offence in their capacity as a director or senior manager of the company; or
- (o) **(Termination Events)**: the Underwriter may exercise its right to terminate its obligations under the Underwriting Agreement where, in its reasonable opinion, the occurrence of any of the following events has or is likely to have, or where two or more of the following events together have or are likely to have, a material adverse effect or could give rise to a liability of the Underwriter under the Corporations Act or otherwise:
 - (i) **(Default)**: default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking;
 - (ii) **(Incorrect or untrue representation)**: any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect;
 - (iii) **(Contravention of constitution or Act)**: a contravention by a Relevant Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
 - (iv) **(Adverse change)**: an event occurs which gives rise to a material adverse effect or any adverse change or any development including a prospective adverse change after the date of the Underwriting Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Relevant Company including, without

limitation, if any forecast in the Prospectus becomes incapable of being met or in the Underwriter's reasonable opinion, unlikely to be met in the projected time;

- (v) **(Error in Due Diligence Results)**: it transpires that any of the due diligence results or any part of the verification material was false, misleading or deceptive or that there was an omission from them;
- (vi) **(Significant change)**: a "new circumstance" as referred to in section 719(1) of the Corporations Act arises that is materially adverse from the point of view of an investor;
- (vii) **(Public statements)**: without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer, the issue of Shares pursuant to the Prospectus (**Issue**) or the Prospectus, other than as required by law or the ASX Listing Rules;
- (viii) **(Misleading information)**: any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the Issue or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive;
- (ix) **(Official Quotation qualified)**: the Official Quotation is qualified or conditional other than as set out in clause 1.3 of the Underwriting Agreement;
- (x) **(Change in Act or policy)**: there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy that will have a materially adverse effect on the Company;
- (xi) **(Prescribed Occurrence)**: a prescribed occurrence occurs;
- (xii) **(Suspension of debt payments)**: the Company suspends payment of its debts generally;
- (xiii) **(Event of Insolvency)**: an event of insolvency occurs in respect of a Relevant Company;
- (xiv) **(Judgment against a Relevant Company)**: a judgment in an amount exceeding \$25,000 is obtained against a Relevant Company and is not set aside or satisfied within 7 days;
- (xv) **(Litigation)**: litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced or threatened against any Relevant Company, other than any claims foreshadowed by the Prospectus;
- (xvi) **(Board and senior management composition)**: there is a change in the composition of the Board or a change in the senior management of the Company before completion of the Offer without the prior written consent of the Underwriter;

- (xvii) **(Change in shareholdings)**: there is a material change in the major or controlling shareholdings of a Relevant Company or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to a Relevant Company;
- (xviii) **(Timetable)**: there is a delay in any specified date in the timetable set out in the Underwriting Agreement which is greater than 3 business days;
- (xix) **(Force Majeure)**: a force majeure affecting the Company's business or any obligation under the Underwriting Agreement lasting in excess of 7 days occurs;
- (xx) **(Certain resolutions passed)**: a Relevant Company passes or takes any steps to pass a resolution under section 254N, section 257A or section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter;
- (xxi) **(Capital Structure)**: any Relevant Company alters its capital structure in any manner not contemplated by the Prospectus or pursuant to the exercise of options existing at the date of the Prospectus;
- (xxii) **(Investigation)**: any person is appointed under any legislation in respect of companies to investigate the affairs of a Related Company;
- (xxiii) **(Market Conditions)**: a suspension or material limitation in trading of securities generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, North Korea, the United States of America, India, the Peoples Republic of China, Israel or any member of the European Union or other international financial markets;
- (xxiv) **(Material Breach)**: if the Company fails to rectify any material breach of the Lead Manager Mandate having been given 10 business days notice in writing by the Underwriter of such breach having occurred; and
- (xxv) **(Hostilities)**: there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of this Agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, North Korea, the United States of America, India, the Peoples Republic of China, Israel or any member of the European Union, or a terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world.



ACN 150 026 850

Share Registrars use only	Broker/Dealer stamp only
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PUBLIC OFFER APPLICATION FORM AND INSTRUCTIONS - SUPPLEMENTARY PROSPECTUS

This is an Application Form in **Kalamazoo Resources Limited (Company)** and relates to the offer of up to 25,000,000 Shares at an issue price of \$0.20 per Share, to raise \$5,000,000 (**Public Offer**) pursuant to the prospectus dated 3 October 2015 (**Prospectus**) as supplemented by the supplementary prospectus dated 14 November 2016 (**Supplementary Prospectus**). The Public Offer is scheduled to close at 5.00pm (WST) on 19 December 2016 (**Closing Date**) unless extended, closed early or withdrawn. Applications must be received before that time to be valid. A person who gives another person access to this Application Form must at the same time give the other person access to the Prospectus and the Supplementary Prospectus. **The Prospectus and the Supplementary Prospectus contain important information relevant to your decision to invest and you should read the entire and the Supplementary Prospectus together with the Prospectus before applying for Shares. If you are in doubt as to how to deal with this Application Form, please contact your accountant, lawyer, stockbroker or other professional adviser.**

1 Number of Shares you are applying for <input style="width: 30px; height: 20px;" type="text"/> , <input style="width: 30px; height: 20px;" type="text"/> , <input style="width: 30px; height: 20px;" type="text"/>	2 Total amount payable (multiply box 1 by \$0.20 per share) A\$ <input style="width: 30px; height: 20px;" type="text"/> , <input style="width: 30px; height: 20px;" type="text"/> , <input style="width: 30px; height: 20px;" type="text"/> . <input style="width: 30px; height: 20px;" type="text"/>
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Applications for Shares must be a minimum of 10,000 Shares (\$2,000.00) and thereafter, in multiples of \$500 worth of shares (2,500 shares)

3 Write the name(s) you wish to register the shares in (see reverse for instructions)
 Name of Applicant 1

--	--

Name of Applicant 2 or <Account Designation>

--	--

Name of Applicant 3 or <Account Designation>

--	--

4 Write your postal address here – to be registered against your holding
 Number/Street

--	--

Suburb/Town

--

State

--

Postcode

--

5 CHESS Participants only – Holder Identification Number (HIN)

X	
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***Note:** if the name and address details in sections 3 & 4 above do not match exactly with your registration details held at CHESS, any Shares issued as a result of your Application will be held on the Issuer Sponsored subregister.*

6 EMAIL ADDRESS (see reverse of form – this is for all communications legally permissible and despatched by the Company)

--

7 TFN/ABN/EXEMPTION CODE

Applicant 1

--

Applicant #2

--

Applicant #3

--

If NOT an individual TFN/ABN, please note the type in the box
 C = Company; P = Partnership; T = Trust; S = Super Fund

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8 PAYMENT DETAILS

Payment by Cheque

Cheques must be drawn on an Australian branch of a financial institutional in Australian currency, made payable to “**KALAMAZOO RESOURCES LIMITED – IPO ACCOUNT**” crossed “**Not Negotiable**” and forwarded to Advanced Share Registry to arrive no later than the Closing Date.

Please enter cheque, bank draft or money order details	Drawer	Bank	Branch	Amount
				\$

9 CONTACT DETAILS

Please use details where we can contact you between the hours of 9:00am and 5:00pm should we need to speak to you about your application.

Telephone Number

()
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Contact Name (PRINT)

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10 DECLARATION AND STATEMENTS

By lodging this application form:

- I/We declare that I/we have received a copy of the Prospectus and Supplementary Prospectus issued by Kalamazoo Resources Limited and that I/we are eligible to participate in the Offer.
- I/We declare that all details and statements made by me/us are complete and accurate.
- I/We agree to be bound by the terms and conditions set out in the Prospectus and Supplementary Prospectus and by the Constitution of the Company.
- I/We acknowledge that the Company will send me/us a paper copy of the Prospectus and Supplementary Prospectus free of charge if I/we request so during the currency of the Prospectus and Supplementary Prospectus.
- I/we authorise the Company to complete and execute any documentation necessary to effect the issue of shares to me/us; and
- I/We acknowledge that returning the application form with the application monies will constitute my/our offer to subscribe for Kalamazoo Resources Limited and that no notice of acceptance of the application will be provided.

INSTRUCTIONS FOR COMPLETION OF THIS APPLICATION FORM – SUPPLEMENTARY PROSPECTUS

YOU SHOULD READ THE PROSPECTUS AND THE SUPPLEMENTARY PROSPECTUS CAREFULLY BEFORE COMPLETING THIS APPLICATION FORM

Please complete all relevant sections of this Application Form using BLOCK LETTERS
The below instructions are cross-referenced to each section of the Application Form.

1 Number of Shares

Insert the number of Shares you wish to apply for in section 1. Your application must be a minimum of 10,000 Shares (\$2,000.00).

2 Payment Amount

Enter into section 2 the total amount payable. Multiply the number of Shares applied for by \$0.20 – the application price per Share.

3 Name(s) in which the Shares are to be registered

Note that ONLY legal entities can hold Shares. The application must be in the name of a natural person(s), companies or other legal entities acceptable by the Company. At least one full given name and surname is required for each natural person.

CORRECT FORMS OF REGISTRABLE TITLE

Type of Investor	Correct Form of Registration	Incorrect Form of Registration
Trusts	Mr John Richard Sample <Sample Family A/C>	John Sample Family Trust
Superannuation Funds	Mr John Sample & Mrs Anne Sample <Sample Family Super A/C>	John & Anne Superannuation Fund
Partnerships	Mr John Sample & Mr Richard Sample <Sample & Son A/C>	John Sample & Son
Clubs/Unincorporated Bodies	Mr John Sample < Food Help Club A/C>	Food Help Club
Deceased Estates	Mr John Sample <Estate Late Anne Sample A/C>	Anne Sample (Deceased)

4 Postal Address

Enter into section 4 the postal address to be used for all written correspondence. Only one address can be recorded against a holding. With exception to annual reports, all communications to you from the Company will be mailed to the person(s) and address shown. Annual reports will be made available online when they are released. Should you wish to receive a hard copy of the annual report you must notify the Share Registry. You can notify any change to your communication preferences by visiting the registry website – www.advancedshare.com.au

5 CHESS Holders

If you are sponsored by a stockbroker or other participant and you wish to have your allocation directed into your HIN, please complete the details in section 5.

6 Email Address

Our company annual report and company information will be available at www.kzr.com.au. You may elect to receive all communications despatched by Kalamazoo Resources Limited electronically (where legally permissible) such as a notice of meeting, proxy form and annual report via email.

7 TFN/ABN/Exemption

If you wish to have your Tax File Number, ABN or Exemption registered against your holding, please enter the details in section 7. Collection of TFN's is authorised by taxation laws but quotation is not compulsory and it will not affect your Application Form.

8 PAYMENT DETAILS

By making your payment, you confirm that you agree to all of the terms and conditions of the Kalamazoo Resources Limited Public Offer as outlined on this Application Form and within the Prospectus and the Supplementary Prospectus.

Your cheque should be made payable to “KALAMAZOO RESOURCES LIMITED – IPO ACCOUNT” in Australian currency, crossed “Not Negotiable” and drawn on an Australian branch of a financial institution. Please complete your cheque with the details overleaf and ensure that you submit the correct amount as incorrect payments may result in your Application being rejected.

Cheques will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account as cheques returned unpaid may not be re-presented and may result in your Application being rejected. Paperclip (do not staple) your cheque(s) to the Application Form. Cash will not be accepted. A receipt for payment will not be forwarded.

If the amount you pay is insufficient to pay for the number of New Shares you apply for, you will be taken to have applied for such lower number of New Shares as that amount will pay for, or your Application will be rejected.

9 Contact Details

Please enter contact details where we may reach you between the hours of 9:00am and 5:00pm should we need to speak to you about your application.

10 Declaration

Before completing the Application Form the Applicant(s) should read the Prospectus and Supplementary Prospectus in full. By lodging the Application Form, the Applicant(s) agrees that this Application is for Shares in the Company upon and subject to the terms of the Prospectus and Supplementary Prospectus, agrees to take any number of Shares equal to or less than the number of Shares indicated in Section 1 that may be issued to the Applicant(s) pursuant to the Prospectus and Supplementary Prospectus and declares that all details and statements made are complete and accurate. It is not necessary to sign this Application Form.

HOW TO LODGE YOUR APPLICATION FORM

Mail or deliver your completed Application Form with your cheque to the following address.

Mailing Address

Kalamazoo Resources Limited
C/- Advanced Share Registry
PO Box 1156
Nedlands, WA 6909

Hand Delivery (Please do not use this address for mailing purposes)

Kalamazoo Resources Limited
C/- Advanced Share Registry
110 Stirling Highway
Nedlands, WA 6009