



A B N 9 8 1 1 7 0 8 5 7 4 8

NOTICE OF GENERAL MEETING

A General Meeting of the Company will be held at the Conference Room, Ground Floor, BGC Centre, 28 The Esplanade, Perth, Western Australia on Monday 11 June 2018 at 10:00am (WST).

This Notice of General Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional adviser prior to voting.

Should you wish to discuss any matter please do not hesitate to contact the Company by telephone on (08) 9322 6322.

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

SALT LAKE POTASH LIMITED

A B N 9 8 1 1 7 0 8 5 7 4 8

NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of Shareholders of Salt Lake Potash Limited (**Company**) will be held at the Conference Room, Ground Floor, BGC Centre, 28 The Esplanade, Perth, Western Australia on Monday 11 June 2018 at 10:00am (WST) (**Meeting**).

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

The Directors have determined pursuant to regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on 9 June 2018 at 5.00 pm (WST).

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

1. Resolution 1 – Adoption of New Constitution

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

"That, pursuant to and in accordance with sections 136 and 648G of the Corporations Act and for all other purposes, the Company repeal its current Constitution and adopt the New Constitution tabled at the Meeting with effect from the close of the Meeting, on the terms and conditions in the Explanatory Memorandum."

2. Resolution 2 – Approval to vary terms of existing Performance Rights

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

"That, subject to ASX granting the Company a waiver from Listing Rule 6.23.3 on terms acceptable to the Company, for the purposes of Listing Rule 6.23.4 and for all other purposes, Shareholders approve the following variations to the terms and conditions of the Affected Performance Rights:

- (a) *the Expiry Date in relation to the Pre-Feasibility Study Milestone be extended from 30 June 2018 to 31 December 2018; and*
- (b) *the Expiry Date in relation to the Definitive Feasibility Study Milestone be extended from 30 June 2019 to 31 December 2019,*

on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a holder of Affected Performance Rights or any of their associates.

The Company will not disregard a vote if:

- (a) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form; or
- (b) it is cast by the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and

- (a) the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- (b) the person appointed as proxy is the Chairman and the appointment does not specify how the Chairman is to vote but expressly authorises the Chairman to exercise the proxy even if the Resolution is connected with the remuneration of a member of the Key Management Personnel.

3. Resolution 3 – Approval to vary terms of existing Performance Shares

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


"That, subject to ASX confirming that, in its opinion, the terms of the Class A Performance Shares and Class B Performance Shares as varied by this Resolution are appropriate and equitable under Listing Rule 6.1, for the purposes of article 2.2 of the Constitution, section 246B of the Corporations Act and for all other purposes:

- (a) *the terms and conditions of the Class A Performance Shares be varied to extend the Expiry Date from 12 June 2018 to 31 December 2018; and*
- (b) *the terms and conditions of the Class B Performance Shares be varied to extend the Expiry Date from 12 June 2019 to 31 December 2019,*

on the terms and conditions in the Explanatory Memorandum."

Dated 10 May 2018

BY ORDER OF THE BOARD



SAM CORDIN
Company Secretary

SALT LAKE POTASH LIMITED

ABN 98 117 085 748

EXPLANATORY MEMORANDUM

1. Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders of the Company in connection with the business to be conducted at the Meeting to be held at the Conference Room, Ground Floor, BGC Centre, 28 The Esplanade, Perth, Western Australia on Monday 11 June 2018 at 10:00am (WST).

This Explanatory Memorandum should be read in conjunction with and forms part of the accompanying Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether to pass the Resolutions in the Notice.

This Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

- Section 2: Action to be taken by Shareholders
- Section 3: Resolution 1 – Adoption of New Constitution
- Section 4: Background to variation of terms of Performance Rights and Performance Shares
- Section 5: Resolution 2 – Approval to vary terms of existing Performance Rights
- Section 6: Resolution 3 – Approval to vary terms of existing Performance Shares
- Schedule 1: Definitions
- Schedule 2: Summary of New Constitution
- Schedule 3: Summary of Terms of Performance Rights (as amended by Resolution 2)
- Schedule 4: Terms of Performance Shares (as amended by Resolution 3)

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

2. Action to be taken by Shareholders

Shareholders should read the Notice and this Explanatory Memorandum carefully before deciding how to vote on the Resolutions.

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

3. Resolution 1 – Adoption of New Constitution

3.1 General

A company may modify or repeal its constitution or a provision of its constitution by special resolution of Shareholders.

Resolution 1 seeks Shareholder approval for the repeal of the Constitution and adoption of a new constitution (**New Constitution**) in accordance with section 136 of the Corporations Act.

Since the Company adopted the Constitution in 2006, there have been changes to the Corporations Act, the Listing Rules and other regulatory requirements. There have also been developments in corporate governance practices and policies. The Directors believe it is desirable to update the Constitution to reflect current corporate practice and to ensure it is in line with the present legislation and regulatory requirements in Australia. Rather than make numerous piecemeal amendments to the current Constitution, the Directors believe that it is preferable to repeal the current Constitution and replace it with the New Constitution.

The New Constitution contains a number of changes to the current Constitution, many of which are administrative or relatively minor in nature and will not result in any material change to the rights and obligations of Shareholders.

3.2 Summary of New Constitution

The key provisions of the New Constitution are summarised in Schedule 2.

Pursuant to section 648G of the Corporations Act, the New Constitution includes a provision whereby a proportional takeover bid for Shares may only proceed after the bid has been approved by a meeting of Shareholders held in accordance with the terms set out in the Corporations Act. Schedule 2 contains further information relating to the proportional takeover bid provisions, as required by section 648G of the Corporations Act.

3.3 Director Recommendation

The Directors recommend that Shareholders vote in favour of Resolution 1.

Resolution 1 is a special resolution. Accordingly, at least 75% of the votes cast by Shareholders present and eligible to vote at the Meeting must vote in favour of Resolution 1 for it to be passed.

The Chairman intends to exercise all available proxies in favour of Resolution 1.

4. Background to variation of terms of Performance Rights and Performance Shares

4.1 Performance Rights

On 30 November 2016, Shareholders approved the Company's performance rights plan (**Performance Rights Plan**).

At the date of this Notice, the Company has on issue the following Affected Performance Rights:

Holder	Date of Issue	Number subject to Pre-Feasibility Study Milestone	Number subject to Definitive Feasibility Study Milestone	Total
Mr Matthew Syme	1 March 2017	500,000	500,000	1,000,000
Mr Mark Pearce	1 March 2017	50,000	50,000	100,000
Mr Bryn Jones	9 June 2017	50,000	50,000	100,000
Employees & Key Consultants	1 March 2017 & 22 December 2017	750,000	750,000	1,500,000
Total		1,350,000	1,350,000	2,700,000

4.2 Performance Shares

On 11 June 2015, Shareholders approved the creation of a new class of Shares in the Company (being **Performance Shares**) and the issue of Shares and Performance Shares as consideration to acquire a 100% interest in Australia Salt Lake Potash Pty Ltd (**ASLP**), which held a 100% interest in the Lake Wells and Lake Ballard Projects in Western Australia.

The consideration issued to the vendors of ASLP (**Vendors**) included:

- (a) 5,000,000 unlisted **Class A Performance Shares** issued on completion, which convert into fully paid ordinary Shares upon the completion and announcement by the Company to ASX of the results of a positive Pre-Feasibility Study on all or part of the Project Licences, within three years from the date of issue (**Class A Milestone**);
- (b) 7,500,000 unlisted **Class B Performance Shares** issued on completion, which convert into fully paid ordinary shares upon the completion and announcement by the Company to ASX of the results of a positive Definitive Feasibility Study on all or part of the Project Licences, within four years from the date of issue (**Class B Milestone**); and
- (c) 10,000,000 unlisted **Class C Performance Shares** on completion, which convert into fully paid ordinary shares upon the commencement of construction activities for a mining operation on all or part of the Project Licences (including the commencement of ground breaking for the construction of infrastructure and/or processing facilities) following a final investment decision by the Board as per the project development schedule and budget in accordance with the Definitive Feasibility Study, within five years from the date of issue (**Class C Milestone**).

The Company issued the Performance Shares on 12 June 2015.

4.3 Reasons for Variation

The Company's primary focus is to construct a Demonstration Plant, before expanding to full-scale production at the Goldfields Salt Lakes Project (**GSLP**), intended to be the first salt-lake brine SOP production operation in Australia.

The Company has selected GSLP's lakes for scale and potential brine volume, known hypersaline brine characteristics, potential for both shallow trench extraction and from deeper paleochannel aquifer bores, large playa surface for cost-effective evaporation pond construction and proximity to the important transport and energy infrastructure and engineering expertise available in the Western Australian Goldfields. While proceeding with pre-feasibility study technical work for Lake Wells, the Company has also completed initial work across all of the other regional lakes in the GSLP.

As a result of the Company's work on regional lakes, the Company identified an opportunity at Lake Way. This led to the Company executing a Memorandum of Understanding (**MOU**) with Blackham Resources Limited (**Blackham**) to investigate the potential development of a SOP operation based at Lake Way, near Wiluna.

The strategic decision to shift focus to Lake Way resulted in all of the Company's resources to be focused on Lake Way. The directors of the Company believe that participants of the Performance Rights Plan and the Vendors should not be directly affected by decision of the Directors and seek approval for an extension on the pre-feasibility study and definitive feasibility study milestones to allow both the participants of the Performance Rights Plan and the Vendors the opportunity if the decision to shift to Lake Way was not made.

Equally, the proposed variations will ensure that the Company can explore and exploit the valuable commercial opportunity under the MOU, without the additional burden of attempting to complete the pre-feasibility study and definitive feasibility study before the original expiry dates.

Accordingly, the Company has decided to seek a waiver from ASX approving the variation to the Performance Rights as detailed in Section 5 and confirmation that the varied terms of the Performance Shares are acceptable to ASX as detailed in Section 6, subject to Shareholder approval.

5. Resolution 2 – Approval to vary terms of existing Performance Rights

5.1 General

Subject to ASX granting the Company a waiver from Listing Rule 6.23.3 on terms acceptable to the Company, the Company seeks Shareholder approval pursuant to Listing Rule 6.23.4 to vary the terms of the Affected Performance Rights by extending the Expiry Date as detailed in the following table:

Tranche	Performance Condition	Expiry Date	Proposed Amended Expiry Date
1.	Pre-Feasibility Study Milestone means delivery of a positive Pre-Feasibility Study and the Company making a decision to proceed to Definitive Feasibility Study, evidenced by the Board resolving to continue as such.	30 June 2018	31 December 2018
2.	Definitive Feasibility Study Milestone means delivery of a positive Definitive Feasibility Study and Value Engineering, and the Company making a decision to proceed to development of operation evidenced by the Board resolving to continue to develop the Project.	30 June 2019	31 December 2019

Refer to Schedule 3 for a summary of the terms and conditions of the Affected Performance Rights (as varied by Resolution 2).

5.2 Reason for Variation

Refer to Section 4 for further details regarding the purpose of the variation.

The Board considers it appropriate to seek Shareholder approval extend the expiry date for the relevant performance conditions to ensure that the holders of Affected Performance Rights are not prejudiced by the strategic decision to shift focus and the allocation of resources to Lake Way.

5.3 Listing Rule 6.23.4

Listing Rule 6.23.4 provides that a change to the terms of options that is not prohibited under Listing Rule 6.23.3 can only be made with Shareholder approval. Listing Rule 6.23.4 applies to a variation to the terms of Performance Rights.

5.4 Listing Rule 6.23.3 Waiver

Listing Rule 6.23.3 provides that a change that has the effect of increasing the period for exercise or conversion of an option cannot be made.

The Company has received a waiver from ASX in respect of Listing Rule 6.23.3, allowing the variation to the terms of the Affected Performance Rights as described in this Section 5, subject to Shareholders approving the variation. Accordingly, if Shareholders approve Resolution 2, the terms of the Affected Performance Rights will be varied.

5.5 Director Recommendation

The Directors (other than Messrs Matthew Syme, Bryn Jones and Mark Pearce) recommend that Shareholders vote in favour of Resolution 2.

Resolution 2 is an ordinary resolution.

The Chairman intends to exercise all available proxies in favour of Resolution 2.

6. Resolution 3 – Approval to vary terms of existing Performance Shares

6.1 General

Resolution 3 seeks Shareholder approval to vary the terms of Class A Performance Shares and Class B Performance Shares to extend the applicable expiry dates as follows:

Class	Original Expiry Date	Proposed Varied Expiry Date
Class A Performance Shares	'within three years from the date of issue', being 12 June 2018	31 December 2018
Class B Performance Shares	'within four years from the date of issue', being 12 June 2019	31 December 2019
Class C Performance Shares	No variation proposed.	

Refer to Schedule 4 for the terms and conditions of the Performance Shares (as varied by Resolution 3).

6.2 Reason for Variation

Refer to Section 4 for further details regarding the purpose of the variation.

The Board considers it appropriate to seek Shareholder approval extend the expiry date for the relevant milestones to ensure that the holders of Class A Performance Shares and Class B

Performance Shares are not prejudiced by the strategic decision to shift focus and the allocation of resources to Lake Way.

6.3 Class Rights

Under section 249B(1) of the Corporations Act, if a company has a constitution setting out the procedure for varying or cancelling rights attaching to a class of shares, those rights may be varied or cancelled only in accordance with that procedure.

Article 2.2(a) of the Constitution provides that the Company may vary or cancel rights attached to Shares in a class by:

- (a) special resolution of the Company; and
 - (i) special resolution passed at a meeting of members holding shares in that class;
or
 - (ii) the written consent of members with at least 75% of the votes in that class.

6.4 Listing Rule 6.1

Listing Rule 6.1 provides that 'the terms that apply to each class of equity securities must, in ASX's opinion, be appropriate and equitable.'

Listing Rule 6.1 is relevant because the effect of Resolution 3 is to vary the terms that apply to a class of equity securities.

The Company has received confirmation from ASX pursuant to Listing Rule 6.1 that in ASX's opinion, the varied terms of the Class A Performance Shares and Class B Performance Shares, detailed in this Section 6, are appropriate and equitable, subject to Shareholders approving the variation. Accordingly, the terms of the Class A Performance Shares and Class B Performance Shares will be varied if Shareholders approve Resolution 3.

6.5 Director Recommendation

The Directors recommend that Shareholders vote in favour of Resolution 3.

Resolution 3 is a special resolution. Accordingly, at least 75% of the votes cast by Shareholders present and eligible to vote at the Meeting must vote in favour of Resolution 3 for it to be passed.

The Chairman intends to exercise all available proxies in favour of Resolution 3.

Schedule 1 - Definitions

In this Explanatory Memorandum and Notice:

Affected Performance Right means a Performance Right having the Pre-Feasibility Study Milestone or the Definitive Feasibility Study Milestone as a performance condition.

ASLP has the meaning given in Section 4.2.

ASX means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

Blackham has the meaning given in Section 4.3.

Board means the board of Directors.

Chairman means the chairperson of the Meeting.

Class A Milestone has the meaning given in Section 4.2.

Class A Performance Share has the meaning given in Section 4.2.

Class B Milestone has the meaning given in Section 4.2.

Class B Performance Share has the meaning given in Section 4.2.

Class C Milestone has the meaning given in Section 4.2.

Class C Performance Share has the meaning given in Section 4.2.

Closely Related Party means:

- (a) a spouse or child of the member; or
- (b) has the meaning given in section 9 of the Corporations Act.

Company and **Salt Lake Potash** means Salt Lake Potash Limited ACN 117 085 748.

Constitution means the Constitution of the Company.

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

Definitive Feasibility Study has the meaning given in the JORC Code.

Definitive Feasibility Study Milestone has the meaning given in Section 5.1.

Director means a director of the Company.

Equity Securities has the meaning given in the Listing Rules.

Explanatory Memorandum means the explanatory memorandum attached to the Notice.

GSLP has the meaning given in Section 4.3.

Key Management Personnel means persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise) of the Company.

Listing Rules means the listing rules of ASX.

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

MOU has the meaning given in Section 4.3.

New Constitution has the meaning given in Section 3.1.

Notice means this notice of meeting.

Performance Rights means a performance right issued by the Company.

Performance Rights Plan has the meaning given in Section 4.1.

Performance Share has the meaning given in Section 4.2.

Pre-Feasibility Study has the meaning given in the JORC Code.

Pre-Feasibility Study Milestone has the meaning given in Section 5.1.

Project Licences means the exploration licences and/or applications listed in Schedule 3 to the Company's notice of meeting dated 8 May 2015 (and any other exploration or mining tenements or exploration mining tenements which may be granted in lieu of (in whole or part) or relate to the same ground (in whole or part) as those licences) and includes all rights to mine and other privileges appurtenant to the licences referred to in Schedule 3 to the Company's notice of meeting dated 8 May 2015.

Proxy Form means the proxy form attached to the Notice.

Resolution means a resolution contained in this Notice.

Section means a section contained in this Explanatory Memorandum.

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

Shareholder means a shareholder of the Company.

Vendors has the meaning given in Section 4.2.

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

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

Schedule 2 - Summary of New Constitution

1. Shares

The issue of Shares and Options by the Company is under the control of the Directors, subject to the Corporations Act, Listing Rules and any rights attached to any special class of Shares.

2. Preference Shares

The Corporations Act requires certain rights of preference shares to be either set out in the constitution or approved in general meeting by special resolution before preference shares are issued.

The New Constitution sets out a framework of rights for preference share issues from which the Board can determine to issue preference shares, without the need to obtain further Shareholder approval every time an allotment of preference shares is proposed. Schedule 6 to the New Constitution contains the framework as well as specific rights of preference shares as to the repayment of capital, requirements for redemption (if the preference shares are redeemable), participation in surplus assets and profits, voting rights and priority of payment of capital and dividends. Other specific terms, including the dividend amount, the redemption date (if applicable) and redemption amount (if applicable), would be set by the issuing resolution of the Directors.

3. Reductions of Capital

The New Constitution is consistent with the Corporations Act requirements which must be satisfied by the Company in undertaking an alteration of capital.

4. Liens

If the Company issues partly paid Shares and a call made on those shares is unpaid, the Company will have a lien over the shares on which the call is unpaid. The lien may be enforced by a sale of those shares. The powers of the Company in relation to calls, company payments, forfeiture and liens are set out in schedule 2 to the New Constitution.

5. Transfer of Shares

The Company may participate in any clearing and settlement facility provided under the Corporations Act, the Listing Rules and the ASX Settlement & Transfer Corporation Pty Ltd (**ASTC**) Operating Rules. Transfers through ASTC are effected electronically in ASTC's Clearing House Electronic Sub register System (**CHESS**). For the purposes of the Company's participation in the CHESS, the Company may issue holding statements in lieu of share certificates. The Company will not charge any fee for registering a transfer of shares. The Directors may refuse to register a transfer of shares in the circumstances permitted or required under the Corporations Act and Listing Rules.

6. Proportional Takeovers

A proportional takeover bid is one in which the offer or offers only to buy a specified proportion of each Shareholders' shares.

The New Constitution provides for Shareholder approval of any proportional takeover bid for the shares. Subject to the Listing Rules and ASTC Operating Rules, the provisions require the Directors to refuse to register any transfer of shares made in acceptance of a proportional takeover offer until the requisite Shareholder approval has been obtained.

A proportional takeover bid may result in control of the Company changing without Shareholders having the opportunity to dispose of all their Shares. By making a partial bid, a bidder can obtain practical control of the Company by acquiring less than a majority interest. Shareholders are exposed to the risk of being left as a minority in the Company and the risk of the bidder being able to acquire control of the Company without payment of an adequate control premium. The proportional takeover provisions allow Shareholders to decide whether a proportional takeover bid is acceptable in principle, and assist in ensuring that any partial bid is appropriately priced.

At the date of this Notice, no Director is aware of any proposal by any person to acquire, or to increase the extent of, a substantial interest in the Company.

The perceived advantages of including proportional takeover provisions in a constitution are that such provisions may:

- (i) enhance the bargaining power of Directors in connection with any potential sale of the Company;
- (ii) improve corporate management by eliminating the possible threat of a hostile takeover through longer term planning;
- (iii) make it easier for Directors to discharge their fiduciary and statutory duties to the Company and its Shareholders to advise and guide in the event of a proportional bid occurring; and
- (iv) strengthen the position of Shareholders of the Company in the event of a takeover, assuming the takeover will result in a sharing of wealth between the offeror and Shareholders, as the more cohesive Shareholders are in determining their response the stronger they are. A requirement for approval can force Shareholders to act in a more cohesive manner. Where Shareholders know that a bid will only be successful if a specified majority of Shareholders accept the offer, they have less to fear by not tendering to any offer which they think is too low.

The perceived disadvantages of including proportional takeover provisions in a constitution include the following:

- (i) a vote on approval of a specific bid suffers from a bias in favour of the incumbent Board;
- (ii) the provisions are inconsistent with the principle that a share in a public company should be transferable without the consent of other Shareholders; and
- (iii) a Shareholder may lack a sufficient financial interest in any particular company to have an incentive to determine whether the proposal is appropriate.

To comply with the Corporations Act, the proportional takeover provisions must be renewed by Shareholders in general meeting at least every 3 years to remain in place.

While the proportional takeover provisions were in effect under the existing Constitution, there were no proportional takeover bids for the Company. Therefore, there has been no example against which to review the advantages or disadvantages of the provisions for the Directors and the Shareholders, respectively, during this period.

The proportional takeover provisions are contained in schedule 5 to the New Constitution.

7. Alterations of share capital

Shares may be converted or cancelled with Shareholder approval and the Company's share capital may be reduced in accordance with the requirements of the Corporations Act and the Listing Rules.

8. Buy Backs

The Company may buy back shares in itself on terms and at such times determined by the Directors.

9. Disposal of less than a Marketable Parcel

For the sake of avoiding excessive administration costs, the New Constitution contains provisions enabling the Company to procure the disposal of Shares where the Shareholder holds less than a marketable parcel of shares within the meaning of the Listing Rules (being a parcel of shares with a market value of less than \$500). To invoke this procedure, the Directors must first give notice to the relevant Shareholder holding less than a marketable parcel of shares, who may then elect not to have his or her shares sold by notifying the Directors.

The provisions relating to unmarketable parcel are contained in schedule 4 to the New Constitution.

10. Variation of class rights

Class rights attaching to a particular class of shares may be varied or cancelled with the consent in writing of holders of 75% of the shares in that class or by a special resolution of the holders of shares in that class.

11. Meetings of Shareholders

Directors may call a meeting of Shareholders whenever they think fit. Shareholders may call a meeting as provided by the Corporations Act. The New Constitution contains provisions prescribing the content requirements of notices of meetings of Shareholders and all Shareholders are entitled to a notice of meeting. Consistent with the Corporations Act, a meeting may be held in two or more places linked together by audio-visual communication devices. A quorum for a meeting of Shareholders is 2 eligible voters.

The Company will hold annual general meetings in accordance with the Corporations Act and the Listing Rules.

12. Voting of Shareholders

Resolutions of Shareholders will be decided by a show of hands unless a poll is demanded. On a show of hands each eligible voter present has one vote. On a poll each eligible Shareholder has one vote for each fully paid share held and a fraction of a vote for each partly paid share determined by the amount paid up on that share.

13. Proxies

An eligible Shareholder may appoint a proxy to attend and vote at the meeting on the Shareholder's behalf. The New Constitution contains provisions specifying the manner of lodgement of proxy instruments. A Shareholder may appoint an individual or corporation to act as its representative.

14. Directors

Unless changed by the Company in general meeting, the minimum number of directors is 3 and no maximum number is specified. The Directors and the Company may at any time appoint any person as a Director. Any such Director must retire at the next following annual general meeting of the Company (at which meeting he or she may be eligible for re-election as director). No Director other than the Managing Director may hold office for longer than 3 years without submitting himself or herself for re-election.

15. Powers of Directors

The business of the Company is to be managed by or under the direction of the Directors.

16. Remuneration of Directors

The Company may pay non-executive Directors a maximum of the total amount as determined by the Shareholders in General Meeting and such sum must not be paid by way of commission on, or percentage of, profits or operating revenue.

The remuneration of executive Directors will be subject to the provisions of any contract between each of them and the Company and may be by way of commission on, or percentage of, profits of the Company, but will not be by way of commission on, or percentage of, operating revenue.

17. Execution of documents

In accordance with the Corporations Act, the Constitution provides for execution of documents by the Company without the use of the Company's company seal.

18. Dividends

The Directors may fix the amount, the time for payment and the method of payment of a dividend. Subject to any special rights attaching to shares (such as preference shares), dividends will be paid proportionately. The Company is not required to pay any interest on dividends.

19. Indemnities and insurance

To the extent permitted by law, the Company indemnifies every person who is or has been a Director or Secretary of the Company against a liability incurred by that person in his or her capacity as a Director or secretary. A similar indemnity is provided in respect of legal proceedings. The Company may also pay the premiums on directors' and officers' liability insurance.

Schedule 3 - Summary of Terms of Performance Rights (as varied by Resolution 2)

1. **Issue Price:** Performance Rights granted under the Performance Rights Plan will be issued for no consideration and shall have no exercise price.
2. **Determination of Performance Conditions:** A Performance Right shall be subject to:
 - (a) satisfaction of the Performance Conditions, as determined in accordance with the applicable vesting matrix; and
 - (b) subject to the Performance Rights Plan, a Participant or, where a Participant is a Nominee the Eligible Participant by virtue of whom a Nominee holds Performance Rights, remaining an Eligible Participant and not have given or received notice on or prior to the End Date to terminate such status.
3. **Satisfaction of Performance Conditions:** The Board will:
 - (a) determine in its sole discretion whether and, if so, the extent to which, the Performance Conditions have been satisfied; and
 - (b) if the Performance Conditions have been satisfied, determine whether a Performance Right has vested or lapsed by application of the applicable vesting matrix.

Following the Board's determination of whether a Performance Right has vested or lapsed it the Company will:

- (a) advise the Participant in writing:
 - (i) of the applicable number of vested Performance Rights now held by that Participant; or
 - (ii) of the applicable number of Performance Rights that have lapsed; and
 - (b) amend the Register to reflect the vesting or lapse of the Performance Rights.
4. **Exercise on Vesting:** A vested Performance Right may be exercised by a Participant at any time from the date of receipt of a vesting notice until such time as the vested Performance Rights lapse in accordance with the Performance Rights Plan.
 5. **Ceasing to be Eligible Participant:** Where a Participant ceases to be an Eligible Participant as a result of:
 - (a) death or total and permanent disability;
 - (b) bona fide redundancy;
 - (c) bona fide retirement, or
 - (d) termination of employment, office or contract by agreement;

the Performance Rights held by the Participant shall not lapse and the Board will exercise its discretion to determine how those Performance Rights will be treated. This may include allowing some or all of those Performance Rights to vest, or to permit the Performance Rights to continue to be held as if the Participant was still an Eligible Participant.

6. **Lapsing of Performance Rights:** A Performance Right will lapse upon the earlier to occur of:
 - (a) in the case of a vested Performance Right, on the Expiry Date;
 - (b) in the case of an unvested Performance Right, on the date of issue of a notice of lapse by the Company; or

- (c) the Eligible Participant ceasing to be employed by or under contract to a Group Company because the Eligible Participant, in the opinion of the Board:
 - (i) acts or has acted fraudulently or dishonestly;
 - (ii) is guilty of gross misconduct;
 - (iii) resigns (other than with the agreement of the relevant Group Company); or
 - (iv) is in breach or has breached any of his or her obligations to the Company.

7. Issue of shares:

- (a) Subject to the Corporations Act, the Listing Rules and the Performance Rights Plan, the Company must issue to, or procure the transfer to, the Participant the number of Shares the Participant is entitled to be issued in respect of vested Performance Rights that are exercised.
- (b) If Shares are issued on the exercise of vested Performance Rights other than in reliance on an applicable Class Order, then:
 - (i) the Company's obligation to issue the Shares is postponed until any excluded information in relation to the Company ceases to be excluded information, and at such time, the Company must issue the shares and give ASX a cleansing notice or issue a cleansing prospectus; or
 - (ii) at the election of the Participant, the Company must issue the Shares subject to a holding lock to be released at the earlier of:
 - (A) 12 months from the date of issue of the Share,
 - (B) the date that the Company issues a cleansing prospectus; or
 - (C) the date that the Shares are transferred to a transferee who agrees to be bound by the holding lock for the balance of the 12 month period.

8. Share ranking: All Shares issued under the Performance Rights Plan will rank equally with all other issued Shares, and will be entitled in full to those dividends which have a record date for determining entitlements after the date of issue.

9. Voting and quotation: A Performance Right has no voting or dividend rights, and may not be listed for quotation on any stock exchange.

10. Listing of Shares on ASX: The Company will apply for official quotation of all Shares issued under the Performance Rights Plan on ASX

11. Transfer of rights: Performance Rights may not be transferred, assigned, novated or otherwise disposed of by a Participant, except with the prior approval of the Board or otherwise by law.

12. Change of Control: The Board may in its absolute discretion determine that all unvested Performance Rights automatically vest on the following events occurring:

- (a) the Company announces that its shareholders have at a Court convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;
- (b) a Takeover Bid:
 - (i) is announced;

- (ii) has become unconditional; and
- (iii) the person making the Takeover Bid has a Relevant Interest in 50% or more of the Shares; or
- (iv) any person acquires a Relevant Interest in 50.1% or more of the Shares by any other means.

- 13. Adjustment for bonus issues:** If Shares are issued pro rata to the Company's shareholders generally by way of bonus issue, the number of Performance Rights to which each Participant is entitled shall be increased by that number of securities which the Participant would have been issued if the Performance Rights then held by the Participant were excised immediately prior to the record date of the bonus issue.
- 14. Pro rata issues:** A Participant will not be entitled to any adjustment to the number of Shares issued under the Performance Rights Plan that he or she is entitled to or adjustment to any Performance Condition which is based, in whole or part, on the Company's share price, as a result of the Company undertaking a rights issue.
- 15. Adjustment for reorganisation:** In the event of any reorganisation (including consolidation or subdivision,) of the issued capital of the Company, the number of Performance Rights to which each Participant is entitled, or the exercise price (if any), or both, as appropriate, will be adjusted in the manner determined by the Board to ensure that no advantage or disadvantage accrues to the Participant as a result of such corporate actions.
- 16. Amendments:** Subject to the Performance Rights Plan and the Listing Rules, the Board may from time to time amend or supplement the Performance Rights Plan rules in any respect. However, in respect of an issued Performance Right no amendment made to the terms and conditions of the Performance Rights Plan or the Performance Rights shall bind a Participant in respect of such Performance Rights unless such amendment:
- (a) is consented to in writing by a Participant; or
 - (b) is introduced for the purpose of complying with, or conforming to, the Listing Rules, or State or Commonwealth legislation governing or regulating the maintenance or operation of the Performance Rights Plan or similar plans.

17. Vesting Matrix:

Tranche	Milestone	Expiry Date
1.	Pre-Feasibility Study Milestone means delivery of a positive Pre-Feasibility Study and the Company making a decision to proceed to Definitive Feasibility Study, evidenced by the Board resolving to continue as such.	31 December 2018
2.	Definitive Feasibility Study Milestone means delivery of a positive Definitive Feasibility Study and Value Engineering, and the Company making a decision to proceed to development of operation evidenced by the Board resolving to continue to develop the Project.	31 December 2019
3.	Project Construction Milestone means completion of an agreed % (to be determined by the Board no later than the completion of the Definitive Feasibility Study Milestone) of the project development phase, as per the project development schedule and budget approved by the Board in accordance with the Definitive Feasibility Study Milestone.	30 June 2020

Tranche	Milestone	Expiry Date
4.	Commercial Production Milestone means achievement of Sulphate of Potash (SOP) nameplate production (nameplate production levels to be determined by the Board no later than the completion of the Definitive Feasibility Study Milestone) at the Project.	30 June 2021

Schedule 4 - Terms of Performance Shares (as varied by Resolution 3)

1. Definitions

In these terms and conditions, unless the context otherwise requires:

ASX means ASX Limited and where the context permits the Australian Securities Exchange operated by ASX Limited.

Change in Control Event means:

- (a) the occurrence of:
 - (i) the offer or under a takeover offer in respect of Shares announcing that it has achieved acceptances in respect of 50.1% or more of the Shares; and
 - (ii) that takeover bid has become unconditional; or
- (b) the announcement by the Company that:
 - (i) shareholders of the Company have at a Court convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Shares are to be either:
 - (A) cancelled; or
 - (B) transferred to a third party; and
 - (ii) the Court, by order, approves the proposed scheme of arrangement,

but shall not include a scheme of arrangement for the purposes of a corporate restructure (including change of domicile, consolidation, sub-division, reduction or return) of the issued capital of the Company.

Class A Performance Share means a Class A Performance Share issued as part of the consideration under the Share Sale Agreement.

Class A Milestone means the announcement by the Company to ASX of the results of a positive Pre-feasibility Study on all or part of the Project Licences.

Class B Performance Share means a Class B Performance Share issued as part of the consideration under the Share Sale Agreement.

Class B Milestone means the announcement by the Company to ASX of the results of a positive Definitive Feasibility Study on all or part of the Project Licences.

Class C Performance Share means a Class C Performance Share issued as part of the consideration under the Share Sale Agreement.

Class C Milestone means the commencement of construction activities for a mining operation on all or part of the Project Licences (including the commencement of ground breaking for the construction of infrastructure and/or processing facilities) following a final investment decision by the Board as per the project development schedule and budget in accordance with the Definitive Feasibility Study.

Company means Salt Lake Potash Limited ACN 117 085 748.

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

Expiry Date means:

- (a) in relation to the Class A Performance Shares, 31 December 2018;

- (b) in relation to the Class B Performance Share, 31 December 2019; and
- (c) in relation to the Class C Performance Share, 12 June 2020.

Inferred Mineral Resource has the meaning given in the JORC Code.

JORC Code means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012) as amended from time to time.

Mineral Resource has the meaning given in the JORC Code.

Performance Share means a Class A, Class B or Class C Performance Share.

Performance Shareholder means the holder of a Performance Share.

Scoping Study means a preliminary assessment of the technical and economic viability of the exploitation of a Mineral Resource, based on the delineation of an Inferred Mineral Resource.

Share means a fully paid ordinary share in the capital of the Company. **Shareholder** means a holder of Shares.

Share Sale Agreement means the share sale agreement between the Company and the vendors.

Project means the Project Licences, the Mining Information and all related intellectual property and physical property.

Project Licences means the exploration licences and/or applications listed in Schedule 3 to the Company's notice of meeting dated 8 May 2015 (and any other exploration or mining tenements or exploration or mining tenements which may be granted in lieu of (in whole or part) or relate to the same ground (in whole or part) as those licences) and includes all rights to mine and other privileges appurtenant to the licences referred to in Schedule 3 to the Company's notice of meeting dated 8 May 2015.

Vendors means the then shareholders of Australia Salt Lake Potash Pty Ltd.

2. Dividend

Performance Shareholders are not entitled to a dividend.

3. Conversion

(a) Conversion

The Performance Shares will convert into Shares in accordance with this clause 3.

(b) Conversion of Class A Performance Share

Subject to clause 3(f), each Class A Performance Share will convert into one Share upon the satisfaction, prior to the Expiry Date, of the Class A Milestone.

(c) Conversion of Class B Performance Share

Subject to clause 3(f), each Class B Performance Share will convert into one Share upon the satisfaction, prior to the Expiry Date, of the Class B Milestone.

(d) Conversion of Class C Performance Share

Subject to clause 3(f), each Class C Performance Share will convert into one Share upon the satisfaction, prior to the Expiry Date, of the Class C Milestone.

(e) Conversion on Change in Control

Subject to clauses 3(e)(ii) and 3(f), if prior to the Expiry Date a Change in Control Event occurs then each Performance Share will convert into one Share.

The maximum number of Performance Shares that can be converted into Shares and issued under this clause 3(e) upon a Change of Control Event must not exceed 10% of the issued Share capital of the Company (as at the date of the Change of Control Event). The Company shall ensure a pro-rata allocation of Shares issued under this clause 3(e) to all Performance Shareholders. Performance Shares that are not converted into Shares will continue to be held by the Performance Shareholder on the same terms and conditions.

(f) Conversion after Expiry Date

If the Class A Milestone is not met by 5.00pm (Perth time) on the Expiry Date of the Class A Performance Shares the Company will, as soon as reasonably practical and in any event no later than 90 days after the Expiry Date, convert the total number of Class A Performance Shares held by each holder of Class A Performance Shares into one Share per holder. For the avoidance of doubt, the Class B Performance Shares and Class C Performance Shares are independent and will not convert in such circumstances.

If the Class B Milestone is not met by 5.00pm (Perth time) on the Expiry Date of the Class B Performance Shares the Company will, as soon as reasonably practical and in any event no later than 90 days after the Expiry Date, convert the total number of Class B Performance Shares held by each holder of Class B Performance Shares into one Share per holder. For the avoidance of doubt, the Class A Performance Shares and Class C Performance Shares are independent and will not convert in such circumstances.

If the Class C Milestone is not met by 5.00pm (Perth time) on the Expiry Date of the Class C Performance Shares the Company will, as soon as reasonably practical and in any event no later than 90 days after the Expiry Date, convert the total number of Class C Performance Shares held by each holder of Class C Performance Shares into one Share per holder. For the avoidance of doubt, the Class A Performance Shares and Class B Performance Shares are independent and will not convert in such circumstances.

(g) Takeover Provisions

If the conversion of Performance Shares (or part thereof) under clauses 3(b) to 3(f) would result in any person being in contravention of section 606(1) of the Corporations Act then the conversion of each Performance Share that would cause the contravention shall be deferred until such time or times thereafter that the conversion would not result in a contravention of section 606(1).

The Performance Shareholders shall give notification to the Company in writing if they consider that the conversion of Performance Shares (or part thereof) under clauses 3(b) to 3(f) may result in the contravention of section 606(1) failing which the Company shall assume that the conversion of Performance Shares (or part thereof) under clauses 3(b) to 3(f) will not result in any person being in contravention of section 606(1).

The Company may (but is not obliged to) by written notice request the Performance Shareholders to give notification to the Company in writing within 7 days if they consider that the conversion of Performance Shares (or part thereof) under clauses 3(b) to 3(f) may result in the contravention of section 606(1). If the Performance Shareholders do not give notification to the Company within 7 days that they consider the conversion of Performance Shares (or part thereof) under clauses 3(b) to 3(f) may result in the contravention of section 606(1) then the Company shall assume that the conversion of Performance Shares (or part thereof) under clauses 3(b) to 3(f) will not result in any person being in contravention of section 606(1).

(h) After Conversion

The Shares issued on conversion of any Performance Share will as and from 5.00pm (WST) on the date of allotment rank equally with and confer rights identical with all other Shares then on issue and application will be made by the Company to ASX for official

quotation of the Shares upon the date of conversion. Shares issued on conversion of the Performance Share must be free from all encumbrances, securities and third party interests. The Company must ensure that Shares issued on conversion of the Performance Shares are freely tradeable, without being subject to on-sale restrictions under section 707 of the Corporations Act, on and from their date of issue.

4. Issue of Shares for No Consideration

The Company shall allot and issue Shares immediately upon conversion of the Performance Shares for no consideration and shall record the allotment and issue in the manner required by the Corporations Act.

5. Reconstruction

In the event of any reconstruction, consolidation or division into (respectively) a lesser or greater number of securities of the Shares and the Performance Shares shall be reconstructed, consolidated or divided in the same proportion as the Shares are reconstructed, consolidated or divided and, in any event, in a manner which will not result in any additional benefits being conferred on the Performance Shareholders which are not conferred on the Shareholders.

6. Winding Up

If the Company is wound up prior to conversion of all of the Performance Shares into Shares then the Performance Shareholders will have:

- (a) no right to be paid cash for the Performance Shares; and
- (b) no right to participate in surplus assets or profits of the Company on winding up.

7. Non-transferable

The Performance Shares are not transferrable.

8. Copies of Notices and Reports

The Performance Shareholders have the same right as Shareholders to receive notices, reports and audited accounts and to attend general meetings of the Company but are only entitled to vote in the circumstances referred to in clause 9.

9. Voting Rights

The Performance Shareholders shall have no right to vote, subject to the Corporations Act.

10. Participation in new issues

There are no participation rights or entitlements inherent in the Performance Shares and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Shares.

11. Quotation

The Performance Shares are unquoted. No application for quotation of the Performance Shares will be made by the Company.

SALT LAKE POTASH LIMITED
ACN 117 085 748

PROXY FORM

The Company Secretary
 Salt Lake Potash Limited

By delivery:
 Level 9, 28 The Esplanade
 PERTH WA 6000

By post:
 PO Box Z5083
 PERTH WA 6831

By facsimile:
 +61 8 9322 6558

Name of Shareholder:

Address of Shareholder:

Number of Shares entitled to vote:

Please mark to indicate your directions. Further instructions are provided overleaf. Proxy appointments will only be valid and accepted by the Company if they are made and received no later than 48 hours before the Meeting.

Step 1 – Appoint a Proxy to Vote on Your Behalf

I/We being Shareholder/s of the Company hereby appoint:

The Chairman (mark box) **OR** if you are **NOT** appointing the Chairman of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered shareholder) you are appointing as your proxy

or failing the person/body corporate named, or if no person/body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf, including to vote in accordance with the following directions (or, if no directions have been given, and to the extent permitted by law, as the proxy sees fit), at the General Meeting of the Company to be held on Monday 11 June 2018 at 10:00am (WST) at the Conference Room, Ground Floor, BGC Centre, 28 The Esplanade, Perth Western Australia and at any adjournment or postponement of that Meeting.

If 2 proxies are appointed, the proportion or number of votes that this proxy is authorised to exercise is []% of the Shareholder's votes / [] of the Shareholder's votes. An additional Proxy Form will be supplied by the Company, on request.

Important – If the Chairman is your proxy or is appointed your proxy by default

The Chairman intends to vote all available proxies in favour of all Resolutions. If the Chairman is your proxy or is appointed your proxy by default, unless you indicate otherwise by ticking either the 'for', 'against' or 'abstain' box in relation to a Resolution, you will be expressly authorising the Chairman to vote in accordance with the Chairman's voting intentions on that Resolution even if that Resolution is connected directly or indirectly with the remuneration of a member of Key Management Personnel.

Step 2 – Instructions as to Voting on Resolutions

The proxy is to vote for or against the Resolution referred to in the Notice as follows:

		For	Against	Abstain
Resolution 1	Adoption of New Constitution			
Resolution 2	Approval to vary terms of existing Performance Rights			
Resolution 3	Approval to vary terms of existing Performance Shares			

Authorised signature/s

This section **must** be signed in accordance with the instructions below to enable your voting instructions to be implemented.

Individual or Shareholder 1

 Sole Director and Sole Company Secretary

Shareholder 2

 Director

Shareholder 3

 Director/Company Secretary

 Contact Name

 Contact Daytime Telephone

 Date

Proxy Notes:

A Shareholder entitled to attend and vote at the general meeting may appoint a natural person as the Shareholder's proxy to attend and vote for the Shareholder at that general meeting. If the Shareholder is entitled to cast 2 or more votes at the general meeting the Shareholder may appoint not more than 2 proxies. Where the Shareholder appoints more than one proxy the Shareholder may specify the proportion or number of votes each proxy is appointed to exercise. If such proportion or number of votes is not specified each proxy may exercise half of the Shareholder's votes. A proxy may, but need not be, a Shareholder of the Company.

If a Shareholder appoints a body corporate as the Shareholder's proxy to attend and vote for the Shareholder at that general meeting, the representative of the body corporate to attend the general meeting must produce the Certificate of Appointment of Representative prior to admission. A form of the certificate may be obtained from the Company's share registry.

You must sign this form as follows in the spaces provided:

Joint Holding: where the holding is in more than one name all of the holders must sign.

Power of Attorney: if signed under a Power of Attorney, you must have already lodged it with the registry, or alternatively, attach a certified photocopy of the Power of Attorney to this Proxy Form when you return it.

Companies: a Director can sign jointly with another Director or a Company Secretary. A sole Director who is also a sole Company Secretary can also sign. Please indicate the office held by signing in the appropriate space.

If a representative of the corporation is to attend the general meeting the appropriate 'Certificate of Appointment of Representative' should be produced prior to admission. A form of the certificate may be obtained from the Company's Share Registry.

Proxy Forms (and the power of attorney or other authority, if any, under which the Proxy Form is signed) or a copy or facsimile which appears on its face to be an authentic copy of the Proxy Form (and the power of attorney or other authority) must be deposited at or received by facsimile transmission at the Perth office of the Company (Level 9, 28 The Esplanade, Perth, WA, 6000, or by post to PO Box Z5083, Perth, WA, 6831 or Facsimile (08) 9322 6558 if faxed from within Australia or +618 9322 6558 if faxed from outside Australia) not less than 48 hours prior to the time of commencement of the Meeting (WST).