



**Salt Lake Potash Limited  
ACN 117 085 748**

## **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 Wednesday, 23 September 2020 at 2.00 pm (WST).**

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

**Should you wish to discuss any matter, please do not hesitate to contact the Company Secretary by telephone on (08) 6559 5800.**

**Shareholders are urged to vote by lodging the proxy form attached to the Notice.**

**Salt Lake Potash Limited**  
**ACN 117 085 748**  
**(Company)**

## **Notice of General Meeting**

Notice is hereby given that a general meeting of Shareholders of Salt Lake Potash Limited will be held at the Conference Room, Ground Floor, BGC Centre, 28 The Esplanade, Perth, Western Australia, on Wednesday, 23 September 2020 at 2.00 pm (WST) (**Meeting**).

The Board is closely monitoring the rapidly changing coronavirus (COVID-19) pandemic. The health of the Company's Shareholders, employees and other stakeholders is of paramount importance.

While the Board would like to host all Shareholders in person, in order to minimise the risk to Shareholders and to the Company and its ongoing operations, the Company suggests that Shareholders do not attend the Meeting in person.

Accordingly, the Directors strongly encourage all Shareholders to lodge Proxy Forms prior to the Meeting. The Company advises that a poll will be conducted for each of the Resolutions.

The Board will continue to monitor Australian Government restrictions on public gatherings. If it becomes necessary or appropriate to make alternative arrangements to those set out in this Notice, the Company will notify Shareholders accordingly via the Company's website at [www.so4.com.au](http://www.so4.com.au) and the ASX announcement platform.

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form form part of the 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 Monday, 21 September 2020 at 5.00pm (WST).

Terms and abbreviations used in the Notice are defined in Schedule 1.

## **Agenda**

### **Resolution 1 – Ratification of prior issue of Institutional Convertible Notes**

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

*"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 5,000,000 Convertible Notes (and the Shares issued on conversion of those Convertible Notes) 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 person who participated in the issue or is a counterparty to the agreement being approved, or an associate of those persons.

However, this does not apply to a vote cast in favour of a Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way;
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
  - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

## **Resolution 2 – Approval to issue Shares on conversion of Equatorial Convertible Notes**

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

*"That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 22,222,223 Shares on the terms and conditions set out in the Explanatory Memorandum."*

### **Voting Exclusion**

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Equatorial (or its nominee) or an associate of those persons.

However, this does not apply to a vote cast in favour of a Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way;
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
  - (ii) the holder votes on the Resolution in accordance with direction given by the beneficiary to the holder to vote in that way.

### **Resolution 3(a) and (b) – Ratification of prior issue of Placement Shares**

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

*"That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the following issues of Securities:*

- (a) 51,447,505 Shares under Listing Rule 7.1; and
- (b) 35,225,194 Shares under Listing Rule 7.1A,

*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 person who participated in the issue or is a counterparty to the agreement being approved, or an associate of those persons.

However, this does not apply to a vote cast in favour of a Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way;
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
  - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

### **Resolution 4 – Approval to issue Taurus Options**

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

*'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 15,000,000 Options to Taurus (or its nominees) 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 Taurus (or its nominees) and any other person who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a Shareholder).

However, this does not apply to a vote cast in favour of a Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way;
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
  - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

## **Resolution 5 – Approval to issue Consultancy Shares**

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

*'That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of up to 370,000 Shares to a Director, Mr Matthew Bungey (or his nominees) 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 Mr Bungey (or his nominees) and any other person who will obtain a material benefit as a result of the issue of the Shares (except a benefit solely by reason of being a holder of Shares).

However, this does not apply to a vote cast in favour of a Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way;
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

- (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

### **Voting Prohibition**

In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and
- (b) the appointment does not specify the way the proxy is to vote on the Resolution.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel

### **BY ORDER OF THE BOARD**



Clint McGhie  
Company Secretary  
**Salt Lake Potash Limited**  
Dated: 19 August 2020

**Salt Lake Potash Limited**  
**ACN 117 085 748**  
**(Company)**

## **Explanatory Memorandum**

### **1. Introduction**

The Explanatory Memorandum has been prepared for the information of Shareholders 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 Wednesday, 23 September 2020 at 2.00 pm (WST).

The Explanatory Memorandum forms part of the Notice which should be read in its entirety. The Explanatory Memorandum contains the terms and conditions on which the Resolutions will be voted.

The 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 – Ratification of prior issue of Institutional Convertible Notes
Section 4	Resolution 2 – Approval to issue Shares on conversion of Equatorial Convertible Notes
Section 5	Resolution 3(a) and (b) – Ratification of prior issue of Placement Shares
Section 6	Resolution 4 – Approval to issue Taurus Options
Section 7	Resolution 5 – Approval to issue Consultancy Shares
Schedule 1	Definitions
Schedule 2	Terms and Conditions of Convertible Notes
Schedule 3	Terms and Conditions of Taurus Options

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

### **2. Action to be taken by Shareholders**

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

## 2.1 Voting in person

In light of the coronavirus (COVID-19) pandemic, the Company suggests that Shareholders do not attend the Meeting in person. The Company advises that a poll will be conducted for each of the Resolutions.

## 2.2 Proxies

### (a) Voting by proxy

A Proxy Form is enclosed with this Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. The Directors strongly encourage all Shareholders to sign and return the Proxy Form to the Company or Share Registry 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:

- (i) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (ii) a proxy need not be a Shareholder; and
- (iii) a Shareholder 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.

Proxy Forms must be received by the Company no later than 2.00 pm on Monday, 21 September 2020 being at least 48 hours before the Meeting.

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

### (b) Proxy vote if appointment specifies way to vote

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, if it does:

- (a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed);
- (b) if the proxy has two or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands;
- (c) if the proxy is the chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and
- (d) if the proxy is not the chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).



- (e) Transfer of non-chair proxy to chair in certain circumstances

Section 250BC of the Corporations Act provides that, if:

- (a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members;
- (b) the appointed proxy is not the chair of the meeting;
- (c) at the meeting, a poll is duly demanded on the resolution; and
- (d) either the proxy is not recorded as attending the meeting or the proxy does not vote on the resolution,

the chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

### 2.3 Chair's voting intentions

The Chair intends to exercise all available proxies in favour of all Resolutions unless the Shareholder has expressly indicated a different voting intention.

## 3. Resolution 1 – Ratification of prior issue of Institutional Convertible Notes

### 3.1 General

On 2 July 2020, the Company announced that it had received commitments for a placement of a total of 15,000,000 convertible notes with a face value of \$1.00 each (**Convertible Notes**) to raise a total of \$15 million (before costs) (**Convertible Note Placement**). The Company issued the Convertible Notes as detailed below.

- (a) 5,000,000 Convertible Notes were issued on 6 July 2020 to sophisticated and professional investors to raise \$5,000,000 utilising the Company's 15% placement capacity under Listing Rule 7.1 (**Institutional Convertible Notes**); and
- (b) 10,000,000 Convertible Notes were issued on 7 July 2020 to Equatorial Resources Limited (**Equatorial**) to raise \$10,000,000, the conversion of which are subject to Shareholder approval under Resolution 2 (**Equatorial Convertible Notes**).

The terms of the Convertible Notes relevantly provide for mandatory conversion of the Convertible Notes into Shares in the event that the Company announces the receipt of binding commitments for a placement of Shares to raise a minimum of \$10 million (before costs). This conversion event was satisfied on 11 August 2020 by the Company announcing the results of the Placement component of its broader capital raising. The Placement raised approximately \$43.3 million through the issue of 86,672,699 Shares at an issue price of \$0.50 per Share.

The relevant conversion price of the Convertible Notes is the lower of \$0.45 per Share and a 5% discount to the issue price per Share under the Placement. Accordingly, the conversion price for the Convertible Notes is \$0.45 per Share.

The conversion of the Institutional Convertible Notes was not subject to the receipt of prior Shareholder approval. Accordingly, on 17 August 2020, 11,111,113 Shares were issued on conversion of the Institutional Convertible Notes.

Resolution 1 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Institutional Convertible Notes (and the Shares issued on conversion of the Institutional Convertible Notes).

The conversion of the Equatorial Convertible Notes is subject to the receipt of prior Shareholder approval, which is the subject of Resolution 2.

### 3.2 **Listing Rules 7.1 and 7.4**

Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more Equity Securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period.

The Convertible Note Placement does not fit within any of the exceptions to Listing Rules 7.1 and, as the issue of the Institutional Convertible Notes has not yet been ratified by Shareholders, it effectively uses up the Company's placement capacity under Listing Rule 7.1, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the issue date.

Listing Rule 7.4 provides an exception to Listing Rule 7.1. It provides that where a company in general meeting ratifies the previous issue of securities made pursuant to Listing Rule 7.1 (and provided that the previous issue did not breach Listing Rule 7.1), those securities will be deemed to have been made with shareholder approval for the purpose of Listing Rule 7.1.

The effect of Resolution 1 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% annual placement capacity set out in Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

In the event Resolution 1 is passed, the issue of the Institutional Convertible Notes (and the Shares issued on conversion of the Institutional Convertible Notes) will be excluded in calculating the Company's 15% limit under Listing Rule 7.1, effectively increasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval over the 12 month period following the issue date.

In the event Resolution 1 is not passed, the issue of the Institutional Convertible Notes (or the Shares issued on conversion of the Institutional Convertible Notes) will continue to be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval over the 12 month period following the issue date.

### 3.3 **Specific information required by Listing Rule 7.5**

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Institutional Convertible Notes:

- (a) the Institutional Convertible Notes were issued to sophisticated and professional investors introduced by Argonaut Securities Limited and Euroz Securities Limited, none of whom is a related party of the Company and none of whom is considered to be a 'material investor' for the purposes of section 7.4 of ASX Guidance Note 21;

- (b) a total of 5,000,000 Institutional Convertible Notes were issued on 6 July 2020. The Institutional Convertible Notes were converted in full into 11,111,113 Shares on 17 August 2020;
- (c) the Institutional Convertible Notes were issued with a face value of \$1.00 each. The deemed conversion price of the Institutional Convertible Notes was \$0.45;
- (d) the material terms and conditions of the Institutional Convertible Notes are in Schedule 2. The Shares issued on the conversion of the Institutional Convertible Notes are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue;
- (e) the proceeds from the issue of the Convertible Notes are intended to be used primarily towards development of the Company's Lake Way Project, as well as for costs of the Convertible Note Placement and general working capital;
- (f) the Convertible Notes were under a subscription agreement pursuant to which the recipients provided binding commitments to subscribe for the Convertible Notes on the material terms summarised in this Notice and otherwise on terms considered standard for agreements of this nature; and
- (g) a voting exclusion statement is included in the Notice.

### 3.4 **Additional information**

Resolution 1 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 1.

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

## 4. **Resolution 2 – Approval to issue Shares on conversion of Equatorial Convertible Notes**

### 4.1 **General**

A summary of the Convertible Note Placement is in Section 3.1 above.

Resolution 2 seeks Shareholder approval for the issue of 22,222,223 Shares to Equatorial upon conversion of the Equatorial Convertible Notes.

### 4.2 **Listing Rule 7.1**

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The Equatorial Convertible Notes have been issued as debt instruments and were not issued as Equity Securities as they cannot be converted into Shares unless Shareholder approval is obtained.

Resolution 2 seeks the required Shareholder approval to the issue of the Shares upon conversion of the Equatorial Convertible Notes under and for the purposes of Listing Rule 7.1.

If Resolution 2 is passed, the Company will be able to proceed with the issue of Shares upon conversion of the Equatorial Convertible Notes without using the Company's placement capacity under Listing Rule 7.1.

If Resolution 2 is not passed, then:

- (a) the Company must repay the Equatorial Convertible Notes at their face value of \$1.00 per Equatorial Convertible Note; and
- (b) on the date which is 20 Business Days after the date of this Meeting, the Company must pay the "Equity Premium" to Equatorial. The "Equity Premium" is intended to enable the holder of the Equatorial Convertible Notes to benefit from an increase in the Share price of the Company.

The "Equity Premium" is determined in accordance with the following formula:

$$EP = S \times \left( \frac{MP - CP}{CP} \right)$$

where:

EP = Equity Premium, being the amount determined based on the above formula, unless it results in a negative number in which case the relevant amount is nil

S = Subscription Amount (\$10 million)

MP = Market Price, being the VWAP over the five trading days ending on the date of the Meeting

CP = Conversion Price, being \$0.45.

By way of illustration only, the table below demonstrates a range of Equity Premiums which may be payable based on various Market Prices:

Conversion Price	Market Price		Equity Premium
\$0.45	Share price on 18 August 2020	\$ 0.51	\$ 1,333,333
	20% premium to Conversion Price	\$ 0.54	\$ 2,000,000
	10% premium to Conversion Price	\$ 0.50	\$ 1,000,000
	5% premium to Conversion Price	\$ 0.47	\$ 500,000

#### 4.3 Specific information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the approval of the conversion of the Equatorial Convertible Notes:

- (a) the maximum number of Shares to be issued to Equatorial (or its nominee) upon conversion of the Equatorial Convertible Notes is 22,222,223 Shares;
- (b) a summary of the material terms of the Equatorial Convertible Notes is contained in Schedule 2. Shares issued on the conversion of the Equatorial Convertible Notes will

be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares and rank equally in all respects with all other Shares on issue;

- (a) the Shares will be issued no later than three months after the date of the Meeting and it is intended that the Shares will be issued as soon as practicable following the receipt of approval at the Meeting;
- (c) the Equatorial Convertible Notes were issued with a face value of \$1.00 each. The deemed conversion price of the Equatorial Convertible Notes will be \$0.45 per Share;
- (d) the Equatorial Convertible Notes were issued under a subscription agreement pursuant to which Equatorial provided binding a commitment to subscribe for the Equatorial Convertible Notes on the material terms summarised in this Notice and otherwise on terms considered standard for agreements of this nature;
- (e) the proceeds from the issue of the Equatorial Convertible Notes are intended to be used primarily towards development of the Company's Lake Way Project, as well as for costs of the Convertible Note Placement and general working capital. No funds will be raised from the issue of Shares as they are being issued upon conversion of the Equatorial Convertible Notes; and
- (f) a voting exclusion statement is included in the Notice.

#### 4.4 **Additional information**

The Board, other than Messrs Middlemas and Pearce recommends that Shareholders vote in favour of Resolution 2. Messrs Middlemas and Pearce have elected, as a matter of good corporate governance, to abstain from making a recommendation regarding this Resolution as a result of their positions as Directors of Equatorial.

Resolution 2 is an ordinary resolution.

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

## 5. **Resolution 3(a) and (b) – Ratification of prior issue of Placement Shares**

### 5.1 **General**

On 5 August 2020, the Company announced that it was undertaking a capital raising comprised of an underwritten equity placement (**Placement**) and accelerated non-renounceable entitlement offer (**Entitlement Offer**) to raise a total of approximately \$98.5 million.

On 11 August 2020, the Company announced that it had completed the institutional portion of its capital raising, consisting of:

- (a) the Placement of 86,672,699 Shares (**Placement Shares**) to sophisticated, professional and institutional investors at \$0.50 per Share, raising approximately \$43.34 million (before costs) ; and
- (b) the institutional portion of the Entitlement Offer, comprising of the subscription of 55,410,624 Shares at \$0.50 per Share, raising approximately \$27.71 million (before costs).

As at the date of this Notice, the retail portion of the Entitlement Offer remains underway. The results of the retail portion of the Entitlement Offer will be announced in due course.

Euroz Securities Limited and Canaccord Genuity (Australia) Limited (together, **JLMs**) have been appointed as joint lead managers and joint underwriters and bookrunners to the Placement and the Entitlement Offer.

The new Shares offered under the Placement and the institutional portion of the Entitlement Offer were issued on 17 August 2020.

The Placement Shares were issued as follows:

- (a) 51,447,505 Placement Shares within the 15% annual limit permitted under Listing Rule 7.1, without the need for prior Shareholder approval; and
- (b) 35,225,194 Placement Shares within the 10% limit permitted under Listing Rule 7.1A, without the need for prior Shareholder approval.

Resolution 3(a) and (b) seek the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Placement Shares.

## 5.2 **Listing Rules 7.1, 7.1A and 7.4**

A summary of Listing Rule 7.1 is in Section 3.2.

Listing Rule 7.1A provides that an eligible entity may seek shareholder approval at its annual general meeting to allow it to issue Equity Securities comprising up to 10% of its issued capital. The Company obtained this approval at its annual general meeting held on 11 November 2019.

The Placement does not fit within any of the exceptions to Listing Rules 7.1 and 7.1A and, as the issue of the Placement Shares has not yet been ratified by Shareholders, it effectively uses up the Company's placement capacity under each of Listing Rule 7.1 and 7.1A, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under either Listing Rule 7.1 or 7.1A for the 12 month period following the issue date.

Listing Rule 7.4 provides an exception to Listing Rules 7.1 and 7.1A. It provides that where a company in general meeting ratifies the previous issue of securities made pursuant to Listing Rules 7.1 and 7.1A (and provided that the previous issue did not breach Listing Rules 7.1 and 7.1A), those securities will be deemed to have been made with shareholder approval for the purpose of Listing Rules 7.1 and 7.1A, as applicable.

The effect of Resolution 3(a) and (b) will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% annual placement capacity set out in Listing Rule 7.1 and the additional 10% annual placement capacity set out in Listing Rule 7.1A without the requirement to obtain prior Shareholder approval.

In the event Resolution 3(a) and (b) are passed, the issue of the Placement Shares will be excluded in calculating the Company's 15% limit under Listing Rule 7.1 and additional 10% limit in Listing Rule 7.1A, effectively increasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval over the 12 month period following the issue date.

In the event Resolution 3(a) and (b) are not passed, the issue of the Placement Shares will continue to be included in the Company's 15% limit under Listing Rule 7.1, and additional 10%

limit under Listing Rule 7.1A, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder over the 12 month period following the issue date.

### 5.3 **Specific information required by Listing Rule 7.5**

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Placement Shares:

- (a) the Placement Shares were issued to the Placement participants, being sophisticated, professional and institutional investors either already known to the Company or introduced by the JLMs, none of whom is a related party of the Company.
- (b) of the Placement participants who were issued Placement Shares, FIL Limited (**FIL**) is considered to be a 'material investor' for the purposes of section 7.4 of ASX Guidance Note 21. FIL and its associated entities currently hold a relevant interest in 35,038,312 Shares and therefore are a substantial holder of the Company. FIL subscribed for 8,598,770 Placement Shares, and also subscribed for its full entitlement of 10,949,472 Shares under the institutional component of the Entitlement Offer;
- (c) a total of 86,672,699 Placement Shares were issued on 17 August 2020 as follows:
  - (i) 51,447,505 Placement Shares within the 15% annual limit permitted under Listing Rule 7.1, without the need for prior Shareholder approval; and
  - (ii) 35,225,194 Placement Shares within the 10% limit permitted under Listing Rule 7.1A, without the need for prior Shareholder approval.
- (d) the Placement Shares were issued at \$0.50 per Share;
- (e) the Placement Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue;
- (f) the proceeds from the issue of the Placement Shares are intended to be used towards development of the Company's Lake Way Project, as well as for costs of the Placement and general working capital;
- (g) the Placement Shares were issued to the participants in the Placement under a term sheet pursuant to which the participants provided binding commitments to subscribe for the Placement Shares on the terms set out in this Notice and otherwise on terms considered standard for agreements of this nature; and
- (h) a voting exclusion statement is included in the Notice.

### 5.4 **Additional information**

Resolution 3(a) and (b) are each an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 3(a) and (b).

The Chair intends to exercise all available proxies in favour of Resolution 3(a) and (b).

## 6. Resolution 4 – Approval to issue Taurus Options

### 6.1 General

In 2019, the Company mandated Taurus under a mandate letter dated 8 May 2019 (and amended on 23 July 2020) (**Taurus Mandate**) to provide project financing with a staged facility for development of the Lake Way Project.

The Taurus Mandate contemplates entry into a Syndicated Facility Agreement (**SFA**) with Taurus to fund the development of the Lake Way Project. The material terms of the SFA were announced by the Company on 5 August 2020.

Following execution of the SFA, Taurus holds a 2% net revenue royalty for the Lake Way Project in accordance with the Taurus Mandate, and will be granted under the Taurus Mandate 15,000,000 Options at an exercise price equal to the 30 day VWAP prior to signing the SFA (\$0.564) and expiring 4 years from issue (**Taurus Options**).

Resolution 4 seeks the approval of Shareholders pursuant to Listing Rule 7.1 to approve the issue of the Taurus Options.

### 6.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is in Section 3.2.

Resolution 4 seeks Shareholder approval for the issue of the Taurus Options for the purposes of Listing Rule 7.1.

If Resolution 4 is passed, the Company will be able to proceed with the issue of the Taurus Options without using the Company's placement capacity under Listing Rule 7.1.

If Resolution 4 is not passed, then the Company will not be able to proceed with the issue of the Taurus Options without using the Company's placement capacity under Listing Rule 7.1. In this event, the Company will be required to negotiate an alternative commercial arrangement with Taurus, which may be less favourable to the Company.

### 6.3 Specific information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the approval of the issue of the Taurus Options:

- (a) the Taurus Options will be issued to Taurus Mining Finance Fund No. 2, L.P. (or its nominee) who is not a related party or associate of a related party of the Company;
- (b) 15,000,000 Taurus Options are proposed to be issued;
- (c) the Taurus Options will be exercisable \$0.564 each on or before the date that is 4 years after the date of issue and otherwise on the terms and conditions in Schedule 3;
- (d) the Taurus Options will be issued no later than three months after the date of the Meeting and it is intended that the Taurus Options will be issued as soon as practicable following the receipt of approval at the Meeting;
- (e) the Taurus Options are being issued as partial consideration for the provision of debt funding by Taurus in accordance with the Taurus Mandate and therefore have an issue price of nil;



- (f) the funds advanced under the SFA will be applied towards the development of the Lake Way Project, costs of the debt facility and general working capital;
- (g) the Taurus Options are to be issued under the Taurus Mandate, the material terms of which are summarised in this Notice and are otherwise on terms considered standard for agreements of this nature; and
- (h) a voting exclusion statement is included in the Notice.

#### 6.4 **Additional information**

The Board recommends that Shareholders vote in favour of Resolution 4.

Resolution 4 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 4.

### 7. **Resolution 5 – Approval to issue Consultancy Shares**

#### 7.1 **General**

On 14 May 2020, the Company announced the appointment of Mr Matthew Bungey to the Board. Mr Bungey is a Chemical Engineer with over 20 years' experience in Natural Resources, most recently as Managing Director and Head of Mining and Metals with Barclays Investment Bank in London.

Mr Bungey has worked as a consultant to the Company in the role of project director - funding and strategy since January 2019. He has accrued \$185,000 of consultancy fees as a result of special exertions in connection with his role as director of funding and strategy of the Company. To preserve the Company's cash-reserves, Mr Bungey has agreed to be issued Shares in lieu of these consultancy fees (**Consultancy Shares**). The Consultancy Shares are to be issued at a deemed issue price of \$0.50 per Share, being the price at which the Placement and Entitlement Offer has been conducted.

#### 7.2 **Listing Rule 10.11**

In accordance with Listing Rule 10.11, the Company must not issue securities to a related party of the Company unless it obtains Shareholder approval. Mr Bungey is a related party of the Company as he is a Director.

If Shareholder approval is obtained under Listing Rule 10.11, Shareholder approval is not required under Listing Rule 7.1. Pursuant to Listing Rule 7.2, exception 14, the effect of passing Resolution 1 will be to allow the Company to issue up to 370,000 Consultancy Shares to Mr Bungey (or his nominees) without using up the Company's 15% placement capacity under Listing Rule 7.1.

If Shareholders do not approve Resolution 5, the Company will not issue the Consultancy Shares and will be required to settle the outstanding consultancy fees in cash.

#### 7.3 **Section 208 of Corporations Act**

In accordance with section 208 of the Corporations Act, to give a financial benefit to a related party, the Company must obtain Shareholder approval unless the giving of the financial benefit falls within an exception in sections 210 to 216 of the Corporations Act. The Board considers that Shareholder approval under section 208 of the Corporations Act is not required as the

exception in section 210 of the Corporations Act applies. The Consultancy Shares will be issued to Mr Bungey at a deemed issue price equal to the price at which non-related party participants in the Placement have subscribed for Placement Shares and as such the giving of the financial benefit to Mr Bungey will be on arm's length terms.

#### 7.4 **Specific information required by Listing Rule 10.13**

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to the approval of the issue of the Consultancy Shares:

- (a) the Consultancy Shares will be issued to Matthew Bungey (or his nominees);
- (b) Mr Bungey is a related party of the Company by virtue of being a Director and falls into the category stipulated by Listing Rule 10.11.1. In the event the Consultancy Shares are issued to a nominee of Mr Bungey, that nominee will fall into the category stipulated by Listing Rule 10.11.4;
- (c) a maximum of 370,000 Consultancy Shares are proposed to be issued;
- (d) the Consultancy Shares will be fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue;
- (e) the Consultancy Shares will be issued no later than one month after the date of the Meeting and it is intended that the Shares will be issued as soon as practicable following the receipt of approval at the Meeting;
- (f) the Consultancy Shares are being issued in lieu of \$185,000 of accrued consultancy fees and therefore will be issued for no additional consideration. The deemed issue price of the Consultancy Shares is \$0.50 per Share;
- (g) Mr Bungey is party to an arrangement with the Company pursuant to which he provides services in addition to those of a non-executive director, in connection with funding and strategy of the Company via consulting company Trigg Capital Pty Ltd. Trigg Capital Pty Ltd is paid a standard daily rate of \$1,250 for these additional services. The Consultancy Shares are being issued in lieu of cash payment of accrued fees under this arrangement; and
- (h) In addition to the consulting fees payable to Trigg Capital Pty Ltd for the provision of services, Mr Bungey is also entitled to receive non-executive director fee of \$20,000 per annum;
- (i) a voting exclusion statement is included in the Notice.

#### 7.5 **Additional information**

The Board (excluding Mr Bungey, due to his interest in the Resolution) recommends that Shareholders vote in favour of Resolution 5.

Resolution 5 is an ordinary resolution.

The Chair intends to exercise all available proxies in favour of Resolution 5.

## Schedule 1 Definitions

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

<b>\$</b>	means Australian Dollars.
<b>ASX</b>	means the ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
<b>Board</b>	means the board of Directors.
<b>Chair</b>	means the person appointed to chair the Meeting of the Company convened by the Notice.
<b>Closely Related Party</b>	has the meaning given in section 9 of the Corporations Act.
<b>Company</b>	means Salt Lake Potash Limited (ACN 117 085 748).
<b>Consultancy Shares</b>	has the meaning given in Section 7.1.
<b>Convertible Note</b>	has the meaning given in Section 3.1.
<b>Convertible Note Placement</b>	has the meaning given in Section 3.1.
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth).
<b>Director</b>	means a director of the Company.
<b>Equatorial</b>	means Equatorial Resources Limited (ACN 009 188 694).
<b>Equatorial Convertible Notes</b>	has the meaning given in Section 3.1.
<b>Entitlement Offer</b>	has the meaning given in Section 5.1.
<b>Equity Security</b>	has the same meaning as in the Listing Rules.
<b>Explanatory Memorandum</b>	means the explanatory memorandum which forms part of the Notice.
<b>Institutional Convertible Notes</b>	has the meaning given in Section 3.1.
<b>JLMs</b>	has the meaning given in Section 5.1.
<b>Key Management Personnel</b>	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.
<b>Listing Rules</b>	means the listing rules of ASX.
<b>Meeting</b>	has the meaning given in the introductory paragraph of the Notice.

<b>Notice</b>	means this notice of meeting.
<b>Placement</b>	has the meaning given in Section 5.1.
<b>Placement Shares</b>	has the meaning given in Section 5.1.
<b>Proxy Form</b>	means the proxy form attached to the Notice.
<b>Resolution</b>	means a resolution referred to in the Notice.
<b>Schedule</b>	means a schedule to the Notice.
<b>Section</b>	means a section of the Explanatory Memorandum.
<b>Securities</b>	means any Equity Securities of the Company in the form of Shares.
<b>SFA</b>	has the meaning given in Section 6.1.
<b>Share</b>	means a fully paid ordinary share in the capital of the Company.
<b>Shareholder</b>	means the holder of a Share.
<b>Taurus</b>	means Taurus Funds Management Pty Ltd, as manager of the Taurus Mining Finance Fund L.P., Taurus Mining Finance Annex Fund L.P. and Taurus Mining Finance Fund No. 2, L.P.
<b>Taurus Mandate</b>	Has the meaning given in Section 6.1.
<b>Taurus Options</b>	has the meaning given in Section 6.1.
<b>VWAP</b>	means the volume weighted average price of Shares.
<b>WST</b>	means Western Standard Time, being the time in Perth, Western Australia.

## Schedule 2 Terms and Conditions of Convertible Notes

### 1. Interpretation and definitions

Unless the context otherwise requires, in these conditions (**Note Conditions**):

<b>Business Day</b>	has the meaning given to that term in the Listing Rules.
<b>Cleansing Prospectus</b>	means a disclosure document issued by the Company to ASIC pursuant to section 708A(11) of the Corporations Act which complies with Chapter 6D of the Corporations Act, so as to ensure that an offer for sale of Shares after the date of the disclosure document does not require disclosure to investors under Part 6D.2 of the Corporations Act.
<b>Cleansing Statement</b>	means a written notice issued by the Company pursuant to section 708A(5)(e) of the Corporations Act at a time when the Company and the Shares comply with the matters set out in sections 708A(5)(a) to (d) of the Corporations Act, which notice meets the requirements of section 708A(6) of the Corporations Act, and is in a form, and contains the required information, that is sufficient to permit secondary trading on the ASX of the Shares to which it relates.
<b>Conversion</b>	means the conversion of the Convertible Notes into Shares pursuant to the Note Conditions.
<b>Conversion Shares</b>	means the Shares issued pursuant to a Conversion.
<b>Equity Raising</b>	means the receipt of binding commitments for a placement of Shares to raise a minimum of \$10 million (before costs).
<b>Event of Default</b>	includes the following events: <ul style="list-style-type: none"><li>(a) (Shareholder approval) Failure to obtain Shareholder approval for Resolution 2.</li><li>(b) (Cross default) Certain events of financial indebtedness incurred by the Company group.</li><li>(c) (Finance document)<ul style="list-style-type: none"><li>(i) The Company does not pay on the due date any amount payable by it pursuant to a finance document.</li><li>(ii) The Company otherwise fails to comply with a finance document.</li><li>(iii) A representation or statement made or deemed to be made by the Company in a finance document is or proves to be incorrect or misleading in a material respect.</li><li>(iv) It otherwise becomes unlawful for the Company to comply with a finance document.</li><li>(v) The Company repudiates a finance document.</li></ul></li></ul>

- (vi) A provision of a finance document is or becomes claimed to be invalid, void or unenforceable.
- (d) (Insolvency) a Company group member becomes insolvent, or insolvency proceedings are brought against a Company group member.
- (e) (Creditors' process) any expropriation affects the assets of a Company group member with a value greater than \$1 million.
- (f) (Material Adverse Effect) an event occurs which in the opinion of the Holder has or is reasonably likely to have a material adverse effect on:
  - (i) the business, operation, property, condition (financial or otherwise) or prospects of the Company group (taken as a whole);
  - (ii) the ability of the Company to perform its obligations under the finance documents; or
  - (iii) the validity or enforceability of the whole or any material part of any finance document or any material rights or remedies of the lender under the finance documents.

**First Mandatory Conversion Price**

means the lesser of:

- (a) a 5% discount to the issue price per Share under the Equity Raising; or
  - (b) \$0.45 per Share,
- subject to this being no lower than the Floor Price.

**Floor Price**

means \$0.30 per Share.

**Second Mandatory Conversion Price**

means the lesser of:

- (a) a 10% discount to the issue price per Share under the Equity Raising; or
  - (b) \$0.45 per Share,
- subject to this being no lower than the Floor Price.

**Third Mandatory Conversion Price**

means 90% of the average of the five lowest daily VWAPs during the twenty trading days prior to 30 June 2021, subject to this being no lower than the Floor Price.

**Voluntary Conversion Period**

means the period beginning on 1 October 2020 ending on the close of trading on ASX on the 20<sup>th</sup> Trading Day before the Maturity Date.

**VWAP**

means the volume weighted average price of Shares.

**2. Face Value**

Each Convertible Note has a face value of \$1.00 (**Face Value**).

### **3. Terms of issue**

- (a) Each Convertible Note:
  - (i) is non-interest bearing;
  - (ii) is unsecured, with the Holder ranking as an unsecured general creditor of the Company;
  - (iii) is not proposed to be quoted on any securities exchange;
  - (iv) may be Converted at the Holder's election during the Voluntary Conversion Period in accordance with Note Condition 4;
  - (v) may be mandatorily Converted in accordance with Note Conditions 5(a), 6(a) or 6A(a); and
  - (vi) subject to the Corporations Act and the Listing Rules, may be sold, assigned or transferred to another person, subject to the Holder first providing written notice of the sale, assignment or transfer to the Company.
- (b) If a Convertible Note is Converted then such Convertible Note will be automatically cancelled and may not be re-issued.
- (c) On the Conversion of a Convertible Note, the obligations of the Company with respect to that Convertible Note are deemed to be discharged.

### **4. Conversion at Holder's election**

- (a) Subject to the other provisions of this Note Condition 4, the Holder may elect to Convert all or some of the Convertible Notes by delivering a conversion notice to the Company at any time during the Voluntary Conversion Period.

Subject to the other provisions of this Note Condition 4, if the Holder delivers a conversion notice to the Company in accordance with Note Condition 4(a), the Convertible Notes will be Converted into such number of Shares as is determined by dividing the sum of the total of the Face Value of those Convertible Notes by the Voluntary Conversion Price (provided that if the resultant number contains a fraction, such number shall be rounded up to the next highest whole number).
- (b) Each conversion notice must specify how many Convertible Notes the Holder elects to Convert and must be at least:
  - (i) 1,000; or
  - (ii) the total number of Convertible Notes held by the Holder, if that number is less than 1,000.
- (c) A conversion notice, once given under this Note Condition 4, is irrevocable, unless the Company provides its prior written consent to its revocation (which may be withheld in the Company's sole discretion).
- (d) Note Condition 7 will apply in respect to any issue of Shares pursuant to a Conversion in accordance with this Note Condition 4.

### **5. Mandatory conversion on Equity Raising before 30 September 2020**

- (a) If the Company announces an Equity Raising before 30 September 2020, all Convertible Notes then outstanding will be Converted into such number of Shares as is determined by dividing the sum of the Face Value of those Convertible Notes by the First Mandatory Conversion Price. The Conversion will be deemed to occur by the Company either:

- (i) making an announcement of the Conversion on the ASX market announcements platform, if the Company is listed on ASX at that time; or
  - (ii) sending a notice of the Conversion to each Holder at the Holder's address, as set out in the Register.
- (b) Note Condition 7 will apply in respect to any issue of Shares pursuant to a Conversion in accordance with this Note Condition 5.

**6. Mandatory conversion on Equity Raising on or after 30 September 2020 and before 30 June 2021**

- (a) If the Company announces an Equity Raising on or after 30 September 2020 and before 30 June 2021, all Convertible Notes then outstanding will be Converted into such number of Shares as is determined by dividing the sum of the Face Value of those Convertible Notes by the Second Mandatory Conversion Price. The Conversion will be deemed to occur by the Company either:
- (i) making an announcement of the Conversion on the ASX market announcements platform, if the Company is listed on ASX at that time; or
  - (ii) sending a notice of the Conversion to each Holder at the Holder's address, as set out in the Register.
- (b) Note Condition 7 will apply in respect to any issue of Shares pursuant to a Conversion in accordance with this Note Condition 6.

**6A Mandatory conversion on 30 June 2021**

- (a) If the Company does not announce an Equity Raising before 30 June 2021, all Convertible Notes then outstanding will be Converted into such number of Shares as is determined by dividing the sum of the Face Value of those Convertible Notes by the Third Mandatory Conversion Price. The Conversion will be deemed to occur by the Company either:
- (i) making an announcement of the Conversion on the ASX market announcements platform, if the Company is listed on ASX at that time; or
  - (ii) sending a notice of the Conversion to each Holder at the Holder's address, as set out in the Register.
- (b) Note Condition 7 will apply in respect to any issue of Shares pursuant to a Conversion in accordance with this Note Condition 6A.

**7. Issue of Conversion Shares**

- (a) Subject to Note Conditions 7(b) and 7(f), within 5 Business Days after:
- (i) the receipt of a conversion notice which satisfies the requirements of Note Condition 4;
  - (ii) an announcement made in accordance with Note Conditions 5(a)(i), 6(a)(i) or 6A(a)(i); or
  - (iii) the sending of a notice in accordance with Note Condition 5(a)(ii), 6(a)(ii) or 6A(a)(ii),
- the Company must:
- (iv) allot and issue the Shares required to be issued to the Holder pursuant to the Conversion;
  - (v) record the Holder as the holder of the Conversion Shares in the Register;



- (vi) apply for official quotation on ASX of such Conversion Shares issued pursuant to the Conversion; and
  - (vii) subject to Note Condition 7(b), if the Company is able to issue a Cleansing Statement, lodge with the ASX in accordance with all applicable laws in respect of the issue of the Conversion Shares a Cleansing Statement which will enable the Conversion Shares to be freely tradeable from the date of the Cleansing Statement.
- (b) If the Company is not able to issue a Cleansing Statement within the time required pursuant to Note Condition 7(a)(vii), and subject to Note Condition 7(f), the Company must, instead of issuing a Cleansing Statement, issue a Cleansing Prospectus as soon as reasonably practicable after the issue of the Conversion Shares and in any event, within 20 Business Days of that date. Until the Company has issued the Cleansing Prospectus, the Holder may only transfer the Conversion Shares to a person satisfying the requirements of section 708(8), (10) or (11) of the Corporations Act.
- (c) The Company must, no later than 2 Business Days after the issue of the Conversion Shares to the Holder, deliver or cause to be delivered to the Holder a holding statement in respect of the Conversion Shares.
- (d) Upon the issue of the Conversion Shares, the Holder agrees to be bound by the constitution of the Company.
- (e) The Conversion Shares must rank *pari passu* with the other Shares on issue at the date of issue. However, any Conversion Shares will not be entitled to any dividend which has been declared and whose record date occurs prior to the issue of the Conversion Shares.
- (f) Notwithstanding any other provision of these Note Conditions:
- (i) the issue of Conversion Shares is subject to and conditional upon the issue of the relevant Conversion Shares not resulting in any person being in breach of section 606(1) of the Corporations Act;
  - (ii) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Conversion Shares;
  - (iii) if the issue of Conversion Shares would result in any person being in breach of section 606(1) of the Corporations Act:
    - (A) the Conversion shall be deferred until such time or times thereafter that the Conversion would not result in a contravention of section 606(1) of the Corporations Act; and
    - (B) if such time or times are after the Maturity Date, the Company must pay to the Holder an amount equal to the aggregate Face Value of the Convertible Notes the Conversion of which would result in the Holder being in contravention of section 606(1) of the Corporations Act and upon such payment such Convertible Notes will be cancelled.

## **8. Bonus issues and reconstructions**

- (a) If at any time after the Completion Date but before the Convertible Notes being Converted, the Company:
- (i) makes a Bonus Issue and issues to the holders of Shares any Bonus Securities, then the Company must issue to the Holder Bonus Securities of the number which the Holder would have been entitled to receive, by way of

participation in the issue of Bonus Securities, if it had Converted the Convertible Notes then on issue into Shares:

- (A) immediately before the issue of Bonus Securities; or
  - (B) if before the Conversion there has been more than one issue of Bonus Securities, immediately before the first issue of Bonus Securities, and had retained all the Shares issued on Conversion together with all the Bonus Securities which would have been issued to it under this Note Condition following the first issue; or
- (ii) conducts a reorganisation of the issued share capital of the Company, the rights of the Holders will be varied to the extent necessary to ensure that the Holders will not receive a benefit that holders of Shares do not receive.
- (b) Fractional entitlements are disregarded for the purposes of Note Condition 8(a).

**9. Event of Default (Equatorial Convertible Notes only)**

- (a) On the occurrence of an Event of Default, the Holder may by written notice to the Company declare all of the Convertible Notes then outstanding due and payable and demand the payment of the Face Value of each Convertible Note.
- (b) Upon receipt of a declaration under Note Condition 9(a), the sum of the Face Value of each Convertible Note then outstanding shall become due and payable by the Company to the Holder on the date that is 20 Business Days following receipt of such declaration and the Company must pay such amount in immediately available funds to the bank account nominated by the Holder within this timeframe.

**10. Covenants by the Company (Equatorial Convertible Notes only)**

- (a) At all times prior to the earlier of all of the Convertible Notes being:
  - (i) Converted in accordance with Note Conditions 4, 5, 6 or 6A; or
  - (ii) repaid by the Company in accordance with Note Condition 9,the Company must:
  - (i) other than permitted financial indebtedness (under the finance documents), not incur any financial indebtedness;
  - (ii) other than in respect of permitted financial indebtedness (excluding any indebtedness incurred under any finance document), not permit any financial indebtedness to be granted a security interest ranking in priority to Convertible Notes;
  - (iii) execute and do all acts and things as are reasonably necessary for conferring the full benefit of the Convertible Notes and the Note Conditions on the holder;
  - (iv) not amend its constitution or alter the voting or other rights attached to the Shares in a manner which is prejudicial to the interests of the holders of the Convertible Notes; and
  - (v) ensure that the Company applies for quotation of the conversion Shares in accordance with the ASX Listing Rules and Note Condition 7.

## Schedule 3 Terms and Conditions of Taurus Options

### 1. Entitlement

Each Option entitles the holder to subscribe for one Share upon exercise.

### 2. Exercise Price and Expiry Date

Each Option has an exercise price of \$0.564 (**Exercise Price**) and an expiry date of 4 years after the date of issue (**Expiry Date**).

### 3. Exercise Period

The Options may be exercised at any time after the date of issue and before 5:00pm (Sydney time) on the Expiry Date (**Exercise Period**). Options not exercised by this time will automatically lapse.

### 4. No official quotation of Options

The Company will not apply for official quotation of the Options.

### 5. Notice of exercise

- (a) The Options may be exercised during the Exercise Period by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised by bank cheque drawn on an Australian bank or payment in cleared funds into a bank account nominated by the Company.
- (b) The Options must be exercised in minimum parcels of 500,000 Options (unless the holder has less than 500,000 Options in which event the holder must exercise all of the Options together).

### 6. Shares issued on exercise

Shares issued on exercise of Options rank equally with all existing ordinary Shares of the Company.

### 7. Quotation of Shares on exercise

Application will be made by the Company to ASX for official quotation of the Shares issued upon the exercise of the Options within 3 business days after the issue and allotment of those Shares.

### 8. Timing of issue of Shares

- (a) subject to paragraph (b) below, within 5 business days after receipt of both a valid notice of exercise and receipt (or deemed receipt) of payment of the Exercise Price, the Company will:
  - (i) issue the new Shares pursuant to the exercise of the Options; and
  - (ii) issue a notice to ASX in accordance with section 708A(5)(e) of the Corporations Act which complies with section 708A(6) of the Corporations Act.
  - (iii) the holder elects that the Shares to be issued pursuant to the exercise of the Options will be subject to a holding lock for a period of 12 months in accordance with item 9 below,
- (b) if the Company is not permitted to issue a cleansing notice under section 708A(5) of the Corporations Act, the Company must:

- (i) issue a prospectus on the date that the Shares are issued under paragraph (a) above (in which case the date for issuing those Shares may be extended to not more than 25 business days after receipt of both a valid Notice of Exercise and receipt of payment of the Exercise Price, to allow the Company time to prepare that prospectus); or
- (ii) issue a prospectus before the date that the Shares are issued under paragraph (a) above, provided that offers under that prospectus must still be open for acceptance on the date those Shares are issued,

in accordance with the requirements of section 708A(11) of the Corporations Act.

#### **9. Participation in new issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. The Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least ten business days after the Company has notified the holder of the issue.

#### **10. Adjustment for bonus issues of Shares**

If the Company makes a bonus issue of Shares, the number of Shares to be issued on exercise of the Option is:

- (a) the number of Shares that would have otherwise been issued upon the exercise of the Option; plus
- (b) the number of Shares which would have been issued to the holder of Options if the Option has been exercised before the record date for the bonus issue,

with all new Shares so issued ranking equally in all respects with the other Shares on issue.

#### **11. Adjustment for entitlement issue**

If the Company makes an issue of Shares pro rata to existing Shareholders, the exercise price of an Option will be adjusted in accordance with the formula set out in rule 6.22.2 of the Listing Rules.

#### **12. Adjustments for reorganisation**

If the issued share capital of the Company is reconstructed (whether by consolidation of capital, sub-division of capital, return of capital, reduction of capital by a cancellation of paid-up capital that is lost or not represented by available assets where no securities are cancelled, a pro-rata cancellation of share capital or otherwise) of the issued capital of the Company:

- (a) the number and/or Exercise Price will be adjusted in compliance with rule 7.22 of the Listing Rules; and
- (b) in all other respects the terms of exercise of the Options will remain unchanged.

#### **13. Options transferable**

Options are transferable provided that the transfer of Options complies with section 707(3) of the Corporations Act.

**LODGE YOUR VOTE**

-  **ONLINE**  
www.linkmarketservices.com.au
-  **BY MAIL**  
Salt Lake Potash Ltd  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia
-  **BY FAX**  
+61 2 9287 0309
-  **BY HAND**  
Link Market Services Limited  
1A Homebush Bay Drive, Rhodes NSW 2138
-  **ALL ENQUIRIES TO**  
Telephone: 1300 554 474      Overseas: +61 1300 554 474



**X99999999999**

**PROXY FORM**

I/We being a member(s) of Salt Lake Potash Ltd and entitled to attend and vote hereby appoint:

**APPOINT A PROXY**

**the Chairman of the Meeting (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 you are appointing as your proxy

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act 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 the law, as the proxy sees fit) at the General Meeting of the Company to be held at **2:00pm (WST) on Wednesday, 23 September 2020 at Conference Room, Ground Floor, BGC Centre, 28 The Esplanade, Perth, Western Australia** (the Meeting) and at any postponement or adjournment of the Meeting.

**Important for Resolution 5:** If the Chairman of the Meeting is your proxy, either by appointment or by default, and you have not indicated your voting intention below, you expressly authorise the Chairman of the Meeting to exercise the proxy in respect of Resolution 5, even though the Resolution is connected directly or indirectly with the remuneration of a member of the Company's Key Management Personnel (**KMP**).


**The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business.**

**VOTING DIRECTIONS**

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting. Please read the voting instructions overleaf before marking any boxes with an

**Resolutions**

	For	Against	Abstain*		For	Against	Abstain*
<b>1</b> Ratification of prior issue of Institutional Convertible Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>4</b> Approval to issue Taurus Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2</b> Approval to issue Shares on conversion of Equatorial Convertible Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>5</b> Approval to issue Consultancy Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3a</b> Ratification of prior issue of Placement Shares - Listing Rule 7.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<b>3b</b> Ratification of prior issue of Placement Shares - Listing Rule 7.1A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

 \* If you mark the Abstain box for a particular Item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

**SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED**

Shareholder 1 (Individual)       Joint Shareholder 2 (Individual)       Joint Shareholder 3 (Individual)

Sole Director and Sole Company Secretary      Director/Company Secretary (Delete one)      Director

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).



## HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

### YOUR NAME AND ADDRESS

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

### APPOINTMENT OF PROXY

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that individual or body corporate in Step 1. A proxy need not be a shareholder of the Company.

### DEFAULT TO CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote those proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Form, including where the Resolution is connected directly or indirectly with the remuneration of KMP.

### VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by placing a mark in one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

### APPOINTMENT OF A SECOND PROXY

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

- (a) on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and
- (b) return both forms together.

### SIGNING INSTRUCTIONS

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

**Individual:** where the holding is in one name, the holder must sign.

**Joint Holding:** where the holding is in more than one name, either shareholder may sign.

**Power of Attorney:** to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

**Companies:** where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the *Corporations Act 2001*) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

### CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" must be produced prior to admission in accordance with the Notice of Meeting. A form of the certificate may be obtained from the Company's share registry or online at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au).

### LODGEMENT OF A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below by **2:00pm (WST) on Monday, 21 September 2020**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged:



#### ONLINE

[www.linkmarketservices.com.au](http://www.linkmarketservices.com.au)

Login to the Link website using the holding details as shown on the Proxy Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, shareholders will need their "Holder Identifier" - Securityholder Reference Number (SRN) or Holder Identification Number (HIN).



#### BY MAIL

Salt Lake Potash Ltd  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235  
Australia



#### BY FAX

+61 2 9287 0309



#### BY HAND

delivering it to Link Market Services Limited\*  
1A Homebush Bay Drive  
Rhodes NSW 2138

\* During business hours (Monday to Friday, 9:00am–5:00pm)



### COMMUNICATION PREFERENCE

We encourage you to receive all your shareholder communication via email. This communication method allows us to keep you informed without delay, is environmentally friendly and reduces print and mail costs.



#### ONLINE

[www.linkmarketservices.com.au](http://www.linkmarketservices.com.au)

Login to the Link website using the holding details as shown on the Proxy Form. Select 'Communications' and click the first button to receive all communications electronically and enter your email address. To use the online facility, securityholders will need their "Holder Identifier" - Securityholder Reference Number (SRN) or Holder Identification Number (HIN).

**IF YOU WOULD LIKE TO ATTEND AND VOTE AT THE GENERAL MEETING, PLEASE BRING THIS FORM WITH YOU.  
THIS WILL ASSIST IN REGISTERING YOUR ATTENDANCE.**