

For personal use only

LATIN RESOURCES LIMITED

ACN 131 405 144

NOTICE OF GENERAL MEETING

TIME: 10.00 am (WST)

DATE: Wednesday, 14 March 2012

PLACE: Thomas Hardwick Room
Old Swan Brewery,
173 Mounts Bay Rd
Perth Western Australia 6000

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

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on (+61 8) 9485 0601.

CONTENTS PAGE

Business of the Meeting (setting out the proposed resolution)	3
Explanatory Statement (explaining the proposed resolution)	6
Glossary	20
Proxy Form	Attached

IMPORTANT INFORMATION

TIME AND PLACE OF MEETING

Notice is given that the general meeting of the Shareholders to which this Notice of Meeting relates will be held at 10.00 am (WST) on 14 March 2012 at:

Thomas Hardwick Room
Old Swan Brewery
173 Mounts Bay Rd
Perth Western Australia 6000

YOUR VOTE IS IMPORTANT

The business of the General Meeting affects your shareholding and your vote is important.

VOTING ELIGIBILITY

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the General Meeting are those who are registered Shareholders at 7.00pm Sydney time on Monday, March 12, 2012.

VOTING IN PERSON

To vote in person, attend the General Meeting at the time, date and place set out above.

VOTING BY PROXY

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

New sections 250BB and 250BC of the Corporations Act came into effect on 1 August 2011 and apply to voting by proxy on or after that date. Shareholders and their proxies should be aware of these changes to the Corporations Act, as they will apply to this General Meeting. Broadly, the changes mean that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- in certain circumstances, any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Further details on these changes are set out below.

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:**

- For personal use only
- (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); and
 - (b) if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands; and
 - (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).

If a proxy is also a member, this section of the Corporations Act does not affect the way that the person can cast any votes they hold as a member.

Transfer of non-chair proxy to chair in certain circumstances

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

- 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; and
- the appointed proxy is not the chair of the meeting; and
- at the meeting, a poll is duly demanded on the question that the resolution be passed; and
- either of the following applies:
 - if a record of attendance is made for the meeting, the proxy is not recorded as attending; 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.

BUSINESS OF THE MEETING

AGENDA

ORDINARY BUSINESS

1. RESOLUTION 1 – CHANGE TO SCALE OF ACTIVITIES

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That for the purposes of ASX Listing Rule 11.1.2 and for all other purposes, approval is given for the Company to make a significant change in the scale of its activities as set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may obtain a benefit, except a benefit solely in the capacity of a security holder, if the Resolution is passed and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote in accordance with the directions on the Proxy Form, or it is cast by the person chairing the meeting 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.

Notes: Resolutions 4 and 5 are conditional on the passing of Resolution 1.

The Board considers that the significant change in the scale of the Company's activities is in the best interests of the Company and of Shareholders, and unanimously recommend that Shareholders vote in favour of Resolution 1.

2. RESOLUTION 2 - RATIFICATION OF PRIOR ISSUE – TRANCHE 1 SHARES

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

“That, for the purpose of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and issue of 10,000,000 Shares on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who participated in the issue and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting 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.

Note: The Board unanimously recommends that Shareholders vote in favour of Resolution 2.

3. RESOLUTION 3 – RATIFICATION OF PRIOR ISSUE – TRANCHE 1 OPTIONS

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

“That, for the purpose of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and issue of 3,333,333 Options on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast on this Resolution by a person who participated in the issue and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the

person chairing the meeting 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.

Note: The Board unanimously recommends that Shareholders vote in favour of Resolution 3.

4. RESOLUTION 4 – PLACEMENT – TRANCHE 2 SHARES

Subject to and conditional on the passing of Resolutions 1 and 5, to consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purpose of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Directors to allot and issue up to 20,000,000 Shares on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may participate in the proposed issue and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the Resolution is passed and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting 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.

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

5. RESOLUTION 5 – PLACEMENT – TRANCHE 2 OPTIONS

Subject to and conditional on the passing of Resolutions 1 and 4, to consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purpose of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Directors to allot and issue up to 6,666,667 Options on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may participate in the proposed issue and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the Resolution is passed and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting 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.

Note: The Board unanimously recommends that Shareholders vote in favour of Resolution 5.

6. RESOLUTION 6 - RATIFICATION OF PRIOR ISSUE – SHARES

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

“That, for the purpose of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and issue of 1,000,000 Shares on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who participated in the issue and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is

entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting 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.

Note: The Board unanimously recommends that Shareholders vote in favour of Resolution 6.

DATED: 13th February, 2012

BY ORDER OF THE BOARD

**ZANE LEWIS
COMPANY SECRETARY**

For personal use only

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions which are the subject of the business of the Meeting.

1. RESOLUTION 1

1.1 Background

The Company is a public company listed on the official list of the ASX (ASX code: LRS).

The Company currently has interests in a number of early stage iron ore, potential gold and iron minerals sands exploration projects in Peru. Further information on the Company's current operations is set out in Section 1.3 below.

As announced to ASX on 30 November 2011 (**November Announcement**), the Company has entered into an option agreement (**Option Agreement**) to acquire the Dylan III and Dylan IV concessions (**Dylan Concessions**) adjacent to its existing Mariela project (**Mariela Project**). A summary of the terms of the Option Agreement and a further explanation of the Mariela Project are set out in Sections 1.3, 1.4 and 1.5 below.

In conjunction with the Option Agreement, the Company has also entered into:

- (a) a subscription agreement with Junefield High Value Metals Limited (**Junefield**) pursuant to which the Company has agreed to issue 30,000,000 Shares and 10,000,000 Options to Junefield, to raise \$8,400,000 (**Subscription Agreement**); and
- (b) an earn in option agreement pursuant to which the Company has granted Total Genius Iron Mining SAC (**Iron Mining**) the option to earn up to 70% of the Dylan Concessions and the Mariela Project (**Earn In Option Agreement**).

Summaries of the Subscription Agreement and Earn In Option Agreement are respectively set out in Sections 1.6 and 1.7 below.

The effect of the transactions contemplated by the Option Agreement, Subscription Agreement and Earn In Option Agreement (together, the **Transaction**) is to increase the scale of the Company's activities.

Resolution 1 seeks approval from Shareholders for the purpose of ASX Listing Rule 11.1.2 for a significant change in the scale of the activities of the Company.

Detailed descriptions of the Dylan Concessions are outlined in Section 1.5 below. Other information considered material to Shareholders' decision on whether to pass Resolution 1 is set out in this Explanatory Statement, and Shareholders are advised to read this information carefully.

1.2 ASX Listing Rule 11.1

ASX Listing Rule 11.1 provides that where an entity proposes to make a significant change, either directly or indirectly, to the nature or scale of its activities, it must provide full details to ASX as soon as practicable and comply with the following:

- (a) provide to ASX information regarding the change and its effect on future potential earnings, and any information that ASX asks for;
- (b) if ASX requires, obtain the approval of holders of its shares and any requirements of ASX in relation to the notice of meeting; and

For personal use only

- (c) if ASX requires, meet the requirements of Chapters 1 and 2 of the ASX Listing Rules as if the Company were applying for admission to the official list of ASX.

ASX has informed the Company that, given the significant change in the scale of the activities of the Company upon completion of the Transaction, it requires the Company to obtain the approval of its Shareholders for the proposed change of the scale of its activities. The Company is not required to meet the requirements of Chapters 1 and 2 of the ASX Listing Rules as if it were applying for admission to the official list of ASX.

For this reason, the Company is seeking Shareholder approval for the Company to change the scale of its activities under ASX Listing Rule 11.1.2.

1.3 The Company's current operations

Guadalupito Iron and Heavy Mineral Sands Project

The Company has an option and lease agreement over 26 mining concessions totalling 16,268 hectares covering part of a larger coastal beach placer deposit in the Guadalupito district of the Department of La Libertad in North Central Peru. The concessions are located in uninhabited coastal desert with surface land owned by the Peruvian Government. Guadalupito is one of the Company's most advanced projects and has the potential to become a world class iron and heavy mineral sand project.

On 21 December, 2011 the Company announced its initial JORC compliant 119Mt Inferred Mineral Resource at the Guadalupito project, confirming the concept of prospective shoreline sediments to a depth of up to 20 m.

Latin Ilo Iron Projects

The Company has made applications for mining concessions in the Coastal Sur Iron Province and Ilo area. An airborne geophysical data survey for copper exploration was conducted in 2003 and the Company is reprocessing the raw data for iron exploration. There are 2 large blocks totaling 297,400 hectares which are covered with 8,682 line-kilometres of airborne magnetic data (500 meter line spacing). The ground exploration data has been provided to the Company and several anomalies have been identified for investigation.

Coastal Iron Exploration – Other Claims

The Company has staked additional claims in the coast of southern Peru - one claim of 900 hectares (Latin Pampa de Pongo), in the Marcona and Pampa de Pongo deposits area, 400 kilometres south of Lima and 2 claim blocks of 2,400 hectares total (Ferro Tacna claims) in the Tacna Department south of Ilo. The Latin Pampa de Pongo claim was staked on an open block approximately 5.0 kilometres from the Pampa de Pongo deposit, based on an airborne magnetic image map acquired by the Company that shows an anomaly similar to the original airborne anomaly that led to the discovery of the Pampa de Pongo deposit. The surface of the claim is completely covered by sand and a ground magnetic survey is currently underway over this block.

Mariela Project

The Mariela Project is based around 5 contiguous mining concessions covering 3,200 hectares in the Islay Province of Arequipa in Southern Peru.

The Company has received very positive results from a ground magnetic survey at its Mariela Project. The survey delineates a high intensity magnetic anomaly of significant size.

The Dylan Concessions are adjacent to the Mariela Project.

Other Projects – Toray, Coribeni, Pampa de Pongo, Ferro Tacna

The Company holds 100% of rights to 8,500 hectares of concessions in the Ferrobamba Iron Province which hosts known significant iron resources. The Toray Project is located in the Apurimac Department and is 4,500 hectares in area and the Coribeni Project is located in the Cusco Department and is 4,000 hectares in area.

The Company has also staked additional concessions in the Coastal Sur Iron Province in close proximity to the large Marcona and Pampa de Pongo resources. Latin Pampa de Pongo is located in the Ica Department and is 900 hectares in area and is 5.0 kilometres from the Pampa de Pongo deposit. This concession was staked on an airborne magnetic Image map acquired by the Company that shows an anomaly similar to the original airborne anomaly that led to the discovery of the Pampa de Pongo deposit. The surface of the claim is completely covered by sand and a ground magnetic survey is currently underway over this block.

A further 3,900 hectares of concessions have been staked in the Tacna Department based upon magnetic survey results.

1.4 Option Agreement

As announced to the ASX in the November Announcement, the Company, through its subsidiary Peruvian Latin Resources SAC (**PLR**), has entered into an option agreement with Mr Lino Hilario Flores Cano, whereby Mr Cano has granted the Company an option to acquire the Dylan Concessions (**Dylan Option**) from him (**Option Agreement**).

The Dylan Concessions are immediately adjacent to the Company's existing Mariela Project in Peru.

The key terms of the Option Agreement are as follows:

- (a) Mr Cano granted PLR an option to acquire the Dylan Concessions;
- (b) the option to acquire the Dylan Concessions will expire in February 2015;
- (c) Mr Cano shall assign title of the Dylan Concessions to PLR during the term of the Dylan Option, and PLR shall have the right to access and possession, and therefore may carry out all mining activities on the Dylan Concessions ; and
- (d) the consideration payable by the Company to Mr Cano will be in the form of staged payments of up to US\$6 million per concession, plus a net smelter royalty of 3% (**Royalty**). The staged payments will occur in the following manner:
 - (i) US\$50,000 to be paid by the Company to Mr Cano on signing the Option Agreement (**Execution Date**);
 - (ii) US\$75,000 to be paid by the Company to Mr Cano 3 months after the Execution Date;
 - (iii) US\$125,000 to be paid by the Company to Mr Cano 9 months after the Execution Date;

- (iv) US\$150,000 to be paid by the Company to Mr Cano 21 months after the Execution Date;
- (v) US\$1,000,000 to be paid by the Company to Mr Cano 27 months after the Execution Date; and
- (vi) US\$4,600,000 to be paid by the Company to Mr Cano 39 months after the Execution Date,

(together, the **Staged Payments**).

Failure to pay any of the above Staged Payments shall result in the expiry of the Option.

PLR has made the first payment to Mr Cano mentioned above, totalling an amount of \$100,000, being \$50,000 per concession.

1.5 The Dylan Concessions

The Dylan Concessions adjoin Latin's existing mining concessions that comprise the Mariela Project (Essendon 1, Bombers 1, Bombers 2).

Dylan III is bounded by the following UTM coordinates in Zone 19, PSAD 56 Datum:

Corner	North	East
1	8,112,000.00	229,000.00
2	8,108,000.00	229,000.00
3	8,108,000.00	228,000.00
4	8,107,000.00	228,000.00
5	8,107,000.00	226,000.00
6	8,108,000.00	226,000.00
7	8,108,000.00	227,000.00
8	8,112,000.00	227,000.00

Dylan IV is bounded by the following UTM coordinates in Zone 19, PSAD 56 Datum:

Corner	North	East
1	8,112,000.00	232,000.00
2	8,110,000.00	232,000.00
3	8,110,000.00	230,000.00
4	8,107,000.00	230,000.00
5	8,107,000.00	228,000.00
6	8,108,000.00	228,000.00

For personal use only

7	8,108,000.00	229,000.00
8	8,112,000.00	229,000.00

The Dylan Concessions are titled to Mr Lino Cano and the Company has publicly registered the Option Agreement over the publicly registered titles, according to the terms of the contract and public deed signed with Mr Cano.

Exploration work on the Mariela Project to date indicates that the Dylan Concessions hold an extension to the significant geophysical anomaly encountered on the Mariela Project. By securing the Dylan Concessions, the Company believes that the whole anomaly will be within an area controlled by the Company.

1.6 Subscription Agreement

As announced to the ASX in the November Announcement, the Company has also entered into a subscription agreement with Junefield High Value Metals Limited (**Junefield**) (**Subscription Agreement**), whereby Junefield will subscribe for 30,000,000 Shares at an issue price of A\$0.28 per Share (representing approximately 16.6% of the issued capital of the Company), to raise up to A\$8,400,000, together with 10,000,000 free attaching Options, exercisable at \$0.30 per Option on or before 20 June 2013 (**Placement**). The terms of the Options are set out in Schedule 1 to this Notice of Meeting.

The Placement to Junefield will be made in 2 tranches, consisting of;

- (a) the placement by the Company of 10,000,000 Shares (**Tranche 1 Shares**) and 3,333,333 Options (**Tranche 1 Options**) to Junefield, (**Tranche 1**); and
- (b) subject to shareholder approval, the placement by the Company to Junefield of up to 20,000,000 Shares (**Tranche 2 Shares**) and 6,666,667 Options (**Tranche 2 Options**) (**Tranche 2**).

Tranche 1 was issued to Junefield on 2 December 2011 under the Company's existing 15% placement capacity.

Tranche 2 is conditional upon:

- (a) Junefield subscribing for the Tranche 1 Shares and the Tranche 1 Options which was completed on 2 December 2011;
- (b) a waiver from ASX that Shareholder approval for ASX Listing Rule 10.1 is not required for the Placement under the Subscription Agreement;
- (c) no material adverse change occurring between the date of the Subscription Agreement and the completion of Tranche 2 (**MAC Condition**);
- (d) the Company obtaining the Shareholder approvals for the issue of Tranche 2 Shares and Tranche 2 Options being sought under Resolutions 4 and 5 (**Tranche 2 Approvals**); and
- (e) the Company entering into a mining concession option agreement in relation to the tenements as outlined in section 1.7 below,

(together, the **Conditions**).

With the exception of the Tranche 2 Approvals and the MAC Condition, each of the Conditions has now been satisfied. If the Company obtains the Tranche 2 Approvals at the Meeting, completion of Tranche 2 under the Subscription Agreement is scheduled to occur within 3 Business Days of the Meeting.

At completion of Tranche 2, the Company must also appoint as a director of the Company an appropriately experienced person as nominated by Junefield.

1.7 Earn In Option Agreement

In addition to the Option Agreement and the Subscription Agreement, the Company (via PLR) entered into the binding Earn In Option Agreement whereby the Company has granted Iron Mining an option (**Earn In Option**) to earn into up to 70% of the Dylan Concessions and the Mariela Project (collectively, the **Project**). The key terms of the Earn In Option Agreement are as follows:

- (a) on execution of the Earn In Option Agreement, Iron Mining paid PLR a total of US\$700,000 in cash;
- (b) the Company has granted Iron Mining the Earn In Option to earn in up to 70% of the Project by funding all Project activities up to the completion of a bankable feasibility study, or to a total cost of US\$35,000,000;
- (c) the term of the Earn In Option is a period of 4 years from the date on which the Earn In Option Agreement is registered in each of the relevant registry files; and
- (d) the Earn In Option may be exercised by Iron Mining at any time during the term of the Earn In Option, subject to the satisfaction of the following conditions:
 - (i) completion of a bankable feasibility study in accordance with the provisions of the Earn In Option Agreement (**Bankable Feasibility Study**);
 - (ii) compliance with the investment program; and
 - (iii) Junefield completing the acquisition of 30,000,000 Shares in the Company through the Placement.

Within 10 business days of receiving an option exercise notice from Iron Mining, PLR must execute a transfer agreement to transfer a 70% interest in the Project in favour of Iron Mining.

The Earn In Option Agreement and the Placement in accordance with the Subscription Agreement are inter-conditional.

1.8 Junefield

As explained in the November Announcement, Iron Mining is backed by Junefield. Junefield is a wholly-owned subsidiary of a private company Junefield Holdings Limited, a Chinese based organisation with considerable interests and standing in Peoples Republic of China and is controlled by Mr Zhou Chu Jian He.

Junefield Holdings Limited owns and controls a number of substantial businesses in China and worldwide, including a major shareholding in Hong Kong listed company Junefield Department Store Group Limited (HK: 0758), which are predominately focussed on the property markets in China and elsewhere in Asia. Their interests include property, coal trading, mineral exploration and project development operations in Peru.

1.9 Capital Structure

The indicative effect of the Transaction on the capital structure of the Company will be as follows:

	Shares
Current issued capital - Shares ¹	160,821,141
Issue of Tranche 2 Shares	20,000,000 ²
Total on completion of Placement³	180,821,141

Notes:

1. This figure includes the Tranche 1 Shares.
2. The Tranche 2 Shares represent 11.06% of the total Shares on issue at completion of the Placement. The aggregate of the Tranche 1 Shares and Tranche 2 Shares shall represent approximately 16.6% of the total Shares on issue at completion of the Placement.
3. This figure assumes no further securities are issued prior to settlement of Tranche 2 of the Placement.

	Options
Current issued capital – Options¹	55,883,333
Issue of Tranche 2 Options	6,666,666
Total on completion of Placement²	62,550,000

Notes:

1. This figure includes the Tranche 1 Options
2. This figure assumes no further securities are issued prior to settlement of Tranche 2 of the Placement.

1.10 Pro Forma Balance Sheet

A pro forma balance sheet of the Company showing the effect of the Transaction is set out in Schedule 2 to this Notice of Meeting.

1.11 Risk factors

Shareholders should be aware that if the Resolutions are approved, the Company will complete the Transaction and the Company will become subject to various risk factors which do not necessarily apply to the Company at present.

The risks and uncertainties described below are not intended to be exhaustive. There may be additional risks and uncertainties that the Company is unaware of or that the Company currently considers to be immaterial, which may affect the Company.

Based on the information available, a non-exhaustive list of risk factors associated with the Transaction are as follows:

Option Agreement

Pursuant to the Option Agreement, the Company has been granted an option to acquire the Dylan Concessions. There is no guarantee that the Company will exercise its option and this will be decided after the Company has undertaken exploration activities during the 39 month option period. If the Company does not exercise its

option under the Option Agreement, the Company would be unable to develop the Dylan Concessions and will also forfeit any Staged Payments it has received.

Future capital requirements

Significant future funding will be required by the Company to meet the obligation to pay the Staged Payments pursuant to the Option Agreement and to develop the Mariela Project/Dylan Concessions. There can be no assurance that such funding will be available on satisfactory terms or at all. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities.

If the Company is unable to obtain additional financing as needed, it may be unable to exercise the Option under the Option Agreement and/or may be required to reduce the scope of its operations and scale back its exploration program as the case may be, which may adversely affect the business and financial condition of the Company and its performance.

If the Company fails to make any of the Staged Payments, the Option shall expire and any previously paid Staged Payments shall be forfeited by the Company.

Counterparty and contractual risk

The ability of the Company to achieve its stated objectives will depend on the performance by:

- (a) Mr Cano of his obligations under the Option Agreement;
- (b) Junefield of its obligations under the Subscription Agreement; and
- (c) Iron Mining of its obligations under the Earn In Option Agreement (including the obligations to fund a bankable feasibility study and to maintain the Project in good standing).

If any counterparty defaults in the performance of its obligations, it may be necessary for the Company to approach a tribunal or court to seek a legal remedy.

Legal proceedings instituted in Australia or overseas can be costly. Furthermore, the Option Agreement and Earn In Option Agreements are governed by laws of Peru, and any dispute in relation to these agreements must be dealt with in Lima, Peru, and conducted in Spanish. There is a risk that the Company may not be able to seek the legal redress that it could expect under Australian law, and generally there can be no guarantee that a legal remedy will ultimately be granted on the appropriate terms.

Further, if Iron Mining completes its earn in obligations under the Earn In Option Agreement, the Dylan Concessions and the Mariela Project will be transferred to a company to be owned and funded by each of Iron Mining and PLR according to their proportionate interest in the Dylan Concessions and the Mariela Project. Financial failure or default by Iron Mining at this stage may adversely affect the financial performance of the Company.

Exploration success

There can be no assurance that exploration of the Dylan Concessions and the Mariela Project will result in the discovery of economic mineral deposits. Even if an apparently viable deposit is identified, there is no guarantee it can be economically exploited.

Title Risk – Dylan Concessions

There are a number of conditions that the Company (or, after the assignment of the title to the Dylan Concessions under the Earn In Option Agreement, Iron Mining) must satisfy with respect to the Dylan Concessions in order to keep the concessions in good standing. There is a risk that the Company (through PLR) or Iron Mining may not be able to satisfy these requirements, in which case there is a risk of forfeiture of the Dylan Concessions.

Concessions are also subject to periodic renewal and may only be renewed a limited number of times for a limited period of time. While the Company anticipates that such renewals will be given as and when sought, there can be no assurance that these renewals will be given as a matter of course and that new conditions will not be imposed in connection therewith.

Integration risk

There is a risk that management of the Company may not be able to implement the Company's growth strategy after completion of the Transaction.

New management

The ability of any new management engaged by or on behalf of the Company subsequent to the Transaction (for example, via Iron Mining pursuant to the Earn In Option Agreement) to properly implement and manage the strategic direction of the Company may affect the Company's financial performance.

1.12 Advantages of the Transaction

The Directors are of the view that the following non-exhaustive list of advantages may be relevant to a Shareholder's decision on how to vote on the proposed Resolutions:

- (a) the Transaction represents a significant opportunity for the Company to increase the scale of its activities which should increase the number and size of the investor pool that may invest in the Company's shares;
- (b) the Company believes that the Dylan Concessions hold an extension to the significant geophysical anomaly encountered on its Mariela Project, and therefore by acquiring the Dylan Concessions, the Company believes it has the potential to acquire control of the entire anomaly;
- (c) the Company will secure the support of Junefield as a key shareholder in the Company and (via Junefield-backed Iron Mining) as a partner in the development of the Mariela Project and Dylan Concessions, resulting in the following benefits to the Company:
 - (i) stronger share register and market presence through the introduction of a reputable and experienced cornerstone investor;
 - (ii) access to experienced and well resourced team of in-country exploration staff, enabling accelerated exploration of the Mariela Project and Dylan Concessions; and
 - (iii) the potential for further investment opportunities and synergies resulting from Junefield's significant concession holdings in Peru;
- (d) under the Earn In Option Agreement, Iron Mining will provide funding up to the Bankable Feasibility Study; and
- (e) the issue price of the Placement Shares represents a 51% premium to the last traded price prior to the announcement of the Transaction. Since the

announcement of the Transaction, the Company's Shares have traded between \$0.23 and \$0.34.

1.13 Disadvantages of the Transaction

The Directors are of the view that the following non-exhaustive list of disadvantages may be relevant to a Shareholder's decision on how to vote on the proposed Resolutions:

- (a) current Shareholders will have their interests in the Company diluted by the Placement, including any exercise of the Tranche 1 and Tranche 2 Options, and any further equity funding undertaken by the Company;
- (b) there are risk factors associated with the change in scale of the Company's activities, including funding risk, contractual risk, title risk, and integration and management risk;
- (c) a significant future outlay of funds will be required to meet the Staged Payments which will increase funding pressure on the Company in order to maintain its right to exercise the Option;
- (d) the Dylan Concessions are at a very early stage of exploration and there is no guarantee that exploration on the Dylan Concessions will result in the discovery of an economic deposit; and
- (e) the Company's interest in the Mariela Project and Dylan Concessions will be diluted (potentially to 30%) if Iron Mining completes its earn in obligations, being the funding of all activities up to completion of a bankable feasibility study or to a total cost of US\$35,000,000.

1.14 Competent Person

The information in this Notice that relates to Exploration Results, Mineral Resources or Ore Reserves is based on information compiled by Mr Terry Parker, a full time employee of Snowden Mining Industry Consultants. Mr Parker is a Fellow of the Australian Institute of Mining and Metallurgy and has sufficient experience which is relevant to the style of mineralization and the type of deposit under consideration to qualify as a Competent Person as defined in the December 2004 edition of the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (**JORC Code**).

Mr Parker consents to the inclusion in this Notice of the matters based on his information in the form and context in which it appears.

1.15 Interdependent Resolutions

Resolutions 4 and 5 are conditional on the passing of Resolution 1.

If Shareholders do not resolve to pass Resolutions 1, 4 and 5, the Company will not be able to complete the Transaction in its current form or Tranche 2 of the Placement.

1.16 Directors' Recommendation

For the reasons set out in this Explanatory Statement, the Directors consider that the proposed Transaction is in the best interests of the Company and of Shareholders, and unanimously recommend that Shareholders vote in favour of this Resolution.

The Chairman intends to vote undirected proxies in favour of this Resolution and all other Resolutions.

2. RESOLUTIONS 2 AND 3 – RATIFICATION OF PRIOR ISSUE – TRANCHE 1 SHARES AND TRANCHE 1 OPTIONS

2.1 Background

On 2 December 2011, the Company issued the Tranche 1 Shares to Junefield at an issue price of \$0.28 per Share, to raise \$2,800,000. In addition to issuing the Tranche 1 Shares, the Company issued the Tranche 1 Options to Junefield for nil consideration pursuant to the Subscription Agreement. Tranche 1 of the Placement was issued without the requirement to issue a prospectus as Junefield, a sophisticated investor, was identified by the Company as falling within one or more of the classes of exemptions specified in Section 708 of the Corporations Act.

Resolution 2 seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the issue of those Tranche 1 Shares and Resolution 3 seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the issue of those Tranche 1 Options (**Ratification**).

2.2 ASX Listing Rules 7.1 and 7.4

ASX Listing Rule 7.1 requires the approval of the shareholders of a company for an issue of equity securities if the securities will, when aggregated with the securities issued by the company during the previous 12 months, exceed 15% of the number of securities on issue at the commencement of that 12 month period.

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

By ratifying this issue, the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity set out in ASX Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

2.3 Technical information required by ASX Listing Rule 7.5

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to the Ratification:

- (a) 10,000,000 Shares and 3,333,333 Options were allotted to Junefield who is a sophisticated investor falling within one or more of the classes of exemptions specified in Section 708 of the Corporations Act, and who is not a related party of the Company;
- (b) the issue price of the Tranche 1 Shares was \$0.28 per Share, pursuant to the Subscription Agreement;
- (a) the Options were issued for nil cash consideration pursuant to the Subscription Agreement and were issued on the terms and conditions set out in Schedule 1 to this Notice;
- (c) the Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) no funds were raised from the issue of the Tranche 1 Options as they were issued for nil consideration; and
- (e) the funds raised from the issue of the Tranche 1 Shares will be used:

- (i) to fund further exploration at the Company's Guadalupito and Ilo projects as outlined in the November Announcement and in the investor presentation announced to the ASX on 24 January 2012; and
- (ii) as working capital.

2.4 Directors' Recommendation

For the reasons set out in this Explanatory Statement, the Board unanimously recommends that Shareholders vote in favour of Resolutions 2 and 3.

3. RESOLUTIONS 4 AND 5 – ISSUE OF TRANCHE 2 SHARES AND TRANCHE 2 OPTIONS

3.1 General

Resolution 4 seeks Shareholder approval for the allotment and issue to Junefield, of 20,000,000 Tranche 2 Shares at an issue price of \$0.28 per Share to raise \$5,600,000. Resolution 5 seeks Shareholder approval for the allotment of 6,666,667 Tranche 2 Options to Junefield for nil consideration, pursuant to the Subscription Agreement.

ASX 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.

Resolutions 4 and 5 will allow the Directors to issue the Tranche 2 Shares and Tranche 2 Option, pursuant to the Subscription Agreement during the period of 3 months after the Meeting (or a longer period, if allowed by ASX). The approval of Tranche 2 of the Placement will also not impinge on the Company's 15% annual placement capacity. Resolutions 4 and 5 are conditional on the passing of Resolution 1.

3.2 Technical information required by ASX Listing Rule 7.3

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to the proposed issue:

- (a) the maximum number of Shares to be issued is 20,000,000 Shares and the maximum number of Options to be issued is 6,666,667;
- (b) the Tranche 2 Shares and the Tranche 2 Options will be allotted to Junefield who is a sophisticated investor falling within one or more of the classes of exemptions specified in Section 708 of the Corporations Act;
- (c) Junefield is not considered a related party of the Company;
- (d) the Tranche 2 Shares and Tranche 2 Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that both issues will occur on the same date. Under the Subscription Agreement, the issues are scheduled to occur within 3 Business Days of the Meeting;
- (e) the issue price of the Tranche 2 Shares will be \$0.28 per Tranche 2 Share, pursuant to the Subscription Agreement;
- (f) the Tranche 2 Options will be issued for nil consideration pursuant to the Subscription Agreement and they will be issued on the terms outlined in Schedule 1 to this Notice of Meeting;

- (g) the Tranche 2 Shares issued 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
- (f) no funds will be raised from the issue of the Tranche 2 Options as they will be issued for nil consideration; and
- (g) the funds raised from the issue of the Tranche 2 Shares will be used:
- (i) to fund further exploration at the Company's Guadalupito and Ilo projects as outlined in the November Announcement and in the investor presentation announced to the ASX on 24 January 2012; and
 - (ii) as working capital.

3.3 Interdependent Resolutions

Resolutions 4 and 5 are conditional on the passing of Resolution 1.

3.4 Directors' Recommendation

For the reasons set out in this Explanatory Statement, the Board unanimously recommends that Shareholders vote in favour of Resolutions 4 and 5.

4. RESOLUTION 6 – RATIFICATION OF PRIOR ISSUE OF SHARES

4.1 Background

On 1 October 2011, the Company entered into a consultancy agreement (**Consultancy Agreement**) with Anera Services Limited (**Consultant**) and Andrew Bristow pursuant to which the Consultant agreed to provide the services of Andrew Bristow as general manager of the Company's subsidiary, PLR.

Pursuant to the terms of the Consultancy Agreement, the Company issued 1,000,000 Shares to the Consultant on 25 January 2012. Resolution 6 seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the issue of those Shares to the Consultant.

4.2 ASX Listing Rules 7.1 and 7.4

ASX Listing Rule 7.1 requires the approval of the shareholders of a company for an issue of equity securities if the securities will, when aggregated with the securities issued by the company during the previous 12 months, exceed 15% of the number of securities on issue at the commencement of that 12 month period.

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

By ratifying this issue, the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity set out in ASX Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

4.3 Technical information required by ASX Listing Rule 7.5

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolution 6:

- For personal use only
- (a) 1,000,000 Shares were allotted to the Consultant, who is not a related party of the Company;
 - (b) the Shares were issued pursuant to the Consultancy Agreement in consideration of services provided by Andrew Bristow to the Company's subsidiary. Accordingly, no funds were raised from the issue; and
 - (c) the Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.

4.4 Directors' Recommendation

For the reasons set out in this Explanatory Statement, the Board unanimously recommends that Shareholders vote in favour of Resolution 6.

GLOSSARY

\$ or A\$ means Australian dollars.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited or the market operated by it, as the context requires.

ASX Listing Rules means the Listing Rules of ASX.

Board means the current board of directors of the Company.

Business Day means a day on which banks are open for business in the place on which the relevant thing is to be done or received, excluding a Saturday or a Sunday or a public holiday.

Company means Latin Resources Limited (ACN 131 405 144).

Constitution means the Company's constitution.

Corporations Act means the Corporations Act 2001 (Cth).

Directors means the current directors of the Company.

Dylan Concessions means the Dylan III and Dylan IV concessions which are adjacent to the existing Mariela Project.

Earn In Option means the option granted by the Company to Iron Mining to earn in up to 70% of the Mariela Project and the Dylan Concessions.

Earn In Option Agreement means the earn in option agreement between Iron Mining and the Company.

Explanatory Statement means the explanatory statement accompanying the Notice.

General Meeting or **Meeting** means the meeting convened by the Notice.

Iron Mining means Total Genius Iron Mining SAC.

Junefield means Junefield High Value Metals Investments Limited, a wholly-owned subsidiary of Junefield Holdings Limited.

Mariela Project includes five mining concessions named Essendon 1, Bombers 1, Bombers 2, Bombers 3 and Bombers 4, and are located adjacent to the Dylan Concessions.

Notice or **Notice of Meeting** or **Notice of General Meeting** means this notice of general meeting including the Explanatory Statement and the Proxy Form.

Option means an option to acquire a Share, with the terms and conditions set out in Schedule 1 to this Notice.

Option Agreement means the option granted by Mr Cano to the Company to acquire the Dylan Concessions.

PLR means Peruvian Latin Resources SAC, a wholly-owned subsidiary of the Company.

Project has the meaning set out in section 1.7 above.

Proxy Form means the proxy form accompanying the Notice.

For personal use only

Resolution means the resolution set out in the Notice of Meeting, or any one of them, as the context requires.

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

Shareholder means a holder of a Share.

Subscription Agreement means the subscription agreement dated 30 November 2011 between the Company and Junefield.

Transaction means the transactions contemplated by the Option Agreement, Subscription Agreement and the Earn In Option Agreement.

US\$ means United States dollars.

WST means Western Standard Time as observed in Perth, Western Australia.

For personal use only

SCHEDULE 1 – TERMS AND CONDITIONS OF OPTIONS

The Options (including the Tranche 1 Options and the Tranche 2 Options) entitle the holder to subscribe for Shares on the following terms and conditions:

- (a) Each Option gives the Optionholder the right to subscribe for one Share.
 - (b) Each Option will expire at 5.00pm (WST) on 20 June 2013 (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
 - (c) Subject to paragraph (k), the amount payable upon exercise of each Option will be \$0.30 (**Exercise Price**).
 - (d) The Options held by each Optionholder may be exercised in whole or in part, and if exercised in part, multiples of 1,000 must be exercised on each occasion.
 - (e) An Optionholder may exercise their Options by lodging with the Company, before the Expiry Date:
 - (i) a written notice of exercise of Options specifying the number of Options being exercised; and
 - (ii) a cheque or electronic funds transfer for the Exercise Price for the number of Options being exercised;
- (Exercise Notice).**
- (f) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.
 - (g) Within 10 Business Days of receipt of the Exercise Notice accompanied by the Exercise Price, the Company will allot the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice.
 - (h) The Options are not transferable except with the prior written consent of the board of directors of the Company.
 - (i) All Shares allotted upon the exercise of Options will upon allotment rank pari passu in all respects with other Shares.
 - (j) The Company will not apply for quotation of the Options on ASX. However, the Company will apply for quotation of all Shares allotted pursuant to the exercise of Options on ASX within 10 Business Days after the date of allotment of those Shares.
 - (k) If at any time the issued capital of the Company is reconstructed, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.
 - (l) There are no participating rights or entitlements inherent in the Options.
 - (m) An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

SCHEDULE 2 – PRO-FORMA BALANCE SHEET

	Sep 30 2011	Pro Forma post transaction Sep 30 2011
	AUD	AUD
ASSETS		
<i>Current Assets</i>		
Cash & Bank Balances	2,085,348	11,098,782
Trade & Other receivables	208,891	208,891
Other Current Assets	565,346	565,346
TOTAL CURRENT ASSETS	2,859,585	11,873,019
<i>Non-current Assets</i>		
Property, Plant & Equipment	171,050	171,050
Mining Rights & Exploration	19,787,443	19,889,682
TOTAL NON CURRENT ASSETS	19,958,493	20,060,732
TOTAL ASSETS	22,818,078	31,933,751
LIABILITIES		
<i>Current Liabilities</i>		
Trade & Other Payables	474,631	474,631
Provisions	30,831	30,831
TOTAL CURRENT LIABILITIES	505,462	505,462
<i>Non-Current Liabilities</i>		
Interest Bearing Loans and Liabilities	18,708,563	18,708,563
TOTAL NON CURRENT LIABILITIES	18,708,563	18,708,563
Total Liabilities	19,214,025	19,214,025
NET ASSETS	3,604,053	12,719,726
EQUITY		
<i>Capital and reserves</i>		
Issued Capital	11,763,370	20,163,370
Reserves - Share Based Payment Reserve	2,496,230	2,496,230
Accumulated Losses	-	9,939,874
TOTAL EQUITY	3,604,053	12,719,726

PROXY FORM

**APPOINTMENT OF PROXY
LATIN RESOURCES LIMITED
ACN 131 405 144**

GENERAL MEETING

I/We

of

being a member of Latin Resources Limited entitled to attend and vote at the General Meeting, hereby

Appoint

Name of proxy

OR

the Chair of the General Meeting as your proxy

or failing the person so named or, if no person is named, the Chair of the General Meeting, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit, at the General Meeting to be held at 10.00 am (WST), on the 14 March 2012 at Thomas Hardwick Room, 173 Mounts Bay Rd, Perth, Western Australia 6000, and at any adjournment thereof.

If no directions are given, the Chair will vote in favour of all the Resolutions in which the Chair is entitled to vote undirected proxies.

OR

Voting on Business of the General Meeting

	FOR	AGAINST	ABSTAIN
Resolution 1 – Approval for Change in Scale of Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2 – Ratification of Prior Issue –Tranche 1 Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3 – Ratification of Prior Issue –Tranche 1 Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4 – Placement of Shares – Tranche 2 Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5 – Placement of Options – Tranche 2 Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6 – Ratification of Prior Issue – Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not to be counted in computing the required majority on a poll.

If two proxies are being appointed, the proportion of voting rights this proxy represents is _____%

Signature of Member(s):

Date: _____

Individual or Member 1

Sole Director/Company Secretary

Member 2

Director

Member 3

Director/Company Secretary

Contact Name: _____ **Contact Ph (daytime):** _____

For personal use only

LATIN RESOURCES LIMITED
ACN 131 405 144
Instructions for Completing 'Appointment of Proxy' Form

1. **(Appointing a Proxy):** A member entitled to attend and cast a vote at a General Meeting is entitled to appoint a proxy to attend and vote on their behalf at the meeting. If the member is entitled to cast 2 or more votes at the meeting, the member may appoint a second proxy to attend and vote on their behalf at the meeting. However, where both proxies attend the meeting, voting may only be exercised on a poll. The appointment of a second proxy must be done on a separate copy of the Proxy Form. A member who appoints 2 proxies may specify the proportion or number of votes each proxy is appointed to exercise. If a member appoints 2 proxies and the appointments do not specify the proportion or number of the member's votes each proxy is appointed to exercise, each proxy may exercise one-half of the votes. Any fractions of votes resulting from the application of these principles will be disregarded. A duly appointed proxy need not be a member of the Company.
2. **(Direction to Vote):** A member may direct a proxy how to vote by marking one of the boxes opposite each item of business. Where a box is not marked the proxy may vote as they choose. Where more than one box is marked on an item the vote will be invalid on that item.
3. **(Signing Instructions):**
- **(Individual):** Where the holding is in one name, the member must sign.
 - **(Joint Holding):** Where the holding is in more than one name, all of the members should sign.
 - **(Power of Attorney):** If you have not already provided the Power of Attorney with the registry, 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, that person must sign. Where the company (pursuant to Section 204A of the Corporations Act) does not have a company secretary, a sole director can also sign alone. Otherwise, a director jointly with either another director or a company secretary must sign. Please sign in the appropriate place to indicate the office held.
4. **(Attending the Meeting):** Completion of a Proxy Form will not prevent individual members from attending the General Meeting in person if they wish. Where a member completes and lodges a valid Proxy Form and attends the General Meeting in person, then the proxy's authority to speak and vote for that member is suspended while the member is present at the General Meeting.
5. **(Return of Proxy Form):** To vote by proxy, please complete and sign the enclosed Proxy Form and return by:
- (a) post to Latin Resources Limited, C/O Advanced Share Registry, PO Box 1156, Nedlands, Western Australia, 6909; or
 - (b) facsimile to the Advanced Share Registry on facsimile number +61 8 9389 7871; or
 - (c) email to the Advanced Share Registry at registrar@advancedshare.com.au,
- so that it is received not less than 48 hours prior to commencement of the Meeting.

Proxy forms received later than this time will be invalid.

For personal use only