

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Galena Mining Limited (Galena)

ACN/ARSN 616 317 778

1. Details of substantial holder (1)

Name Timothy Andrew Roberts

ACN/ARSN (if applicable) _____

There was a change in the interests of the substantial holder on

09/09/2019

The previous notice was given to the company on

24/06/2019

The previous notice was dated

24/06/2019

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	25,000,000	6.85%	55,400,000	14.75% (based on 375,622,853 fully paid ordinary shares on issue)

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
09/09/2019	Warburton Portfolio Pty Ltd	Acquisition of fully paid ordinary shares pursuant to off-market acquisition on 9 September 2019 pursuant to the attached share sale deeds (Annexure "A")	\$9,728,000 (being \$0.32 per share)	30,400,000	30,400,000
09/09/2019	Timothy Andrew Roberts	Acquisition of fully paid ordinary shares by Warburton Portfolio Pty Ltd	\$9,728,000 (being \$0.32 per share)	30,400,000	30,400,000

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Timothy Andrew Roberts	Citicorp Nominees Pty Ltd	Timothy Andrew Roberts	Relevant interest under s 608(1)(b) and (c) of the Corporations Act 2001 (Cth), being a relevant interest arising through Timothy Andrew Roberts having the right to control the voting or disposal of the shares.	25,000,000	25,000,000
Warburton Portfolio Pty Ltd	Warburton Portfolio Pty Ltd	N/A	Relevant interest under s 608(1)(a) of the Corporations Act 2001 (Cth), being the holder of the shares.	30,400,000	30,400,000
Timothy Andrew Roberts	Warburton Portfolio Pty Ltd	N/A	Relevant interest under s 608(3)(a) and/or s 608(3)(b) of the Corporations Act 2001 (Cth), being a relevant interest held through a body corporate (Warburton Portfolio Pty Ltd) in which the voting power of Timothy Andrew Roberts is more than 20% or which Timothy Andrew Roberts controls.	30,400,000	30,400,000

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Timothy Andrew Roberts	704 Malaghans Road, Speargrass Flat 9731, New Zealand

Signature

print name Timothy Andrew Roberts capacity Owner

sign here  date 09/09/2019

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure "A" – Share Sale Deeds

This is Annexure "A" of 85 pages referred to in the Form 604 (Notice of change of interests of Substantial Holder), signed by me and dated 9 September 2019.



.....
Timothy Andrew Roberts

Share Sale Deed

Dated 9 September 2019

The person specified in item 1 of Annexure A (Seller)

Warburton Portfolio Pty Ltd ACN 633 302 717 (Buyer)

Share Sale Deed

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Share Sale Deed

Details

Parties	Seller and Buyer	
Seller	Name	As specified in item 1 of Annexure A
	ACN	As specified in item 2 of Annexure A
	Address	As specified in item 3 of Annexure A
	Email	As specified in item 4 of Annexure A
	Attention	As specified in item 5 of Annexure A
Buyer	Name	Warburton Portfolio Pty Ltd
	ACN	633 302 717
	Address	Level 2, 1 Station Street, Cottesloe WA 6011
	Email	darren.weaver@wgpl.biz with a copy to victoria.butler@wgpl.biz
	Attention	Darren Weaver (Chief Executive Officer) and Victoria Butler (General Counsel)
Recital	Seller has agreed to sell, and Buyer has agreed to buy, the Sale Shares on the terms, and subject to the conditions, of this deed.	
Governing law	Western Australia	
Date of deed	See signing page	

Share Sale Deed

General terms

1 Interpretation

1.1 Definitions

These meanings apply in this deed unless the contrary intention appears:

Business Day means a day other than a Saturday, Sunday or public or bank holiday in Perth, Western Australia.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Galena Mining Limited ABN 63 616 317 778.

Completion means the completion of the sale and purchase of the Sale Shares in accordance with clause 3.

Completion Date means the date on which Completion occurs.

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

Details means the section of this deed headed "Details".

Encumbrance means:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or flawed deposit arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) third party right or interest or any right arising as consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

Government Agency means any government, governmental, semi-governmental, administrative, fiscal, judicial or quasi judicial body, department, commission, authority, tribunal, agency or entity.

Issuer Sponsored Subregister has the meaning given in section 2 of the operating rules of ASX Settlement Pty Limited (ABN 008 504 532).

Purchase Consideration has the meaning given in clause 2.2.

Purchase Price means \$0.32 per Share.

Register means the share register of the Company.

Related Body Corporate has the meaning given in the Corporations Act.

Representative of a person means an officer, director, employee or adviser of that person.

Sale Shares means the number of Shares specified in item 6 of Annexure A.

Seller's Bank Account means the bank account specified in item 7 of Annexure A.

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

1.2 References to certain general terms

Unless the contrary intention appears, a reference in this deed to:

- (a) **(variations or replacement)** a document (including this deed) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in, or annexure or schedule to, this deed;
- (c) **(reference to statutes)** except in the definitions of "Related Body Corporate", a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (l) **(time of day)** to time is a reference to Perth, Western Australia time; and
- (m) **(dollars)** Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia.

1.3 Next day

If an act under this deed to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day.

1.4 Next Business Day

If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

1.5 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

2 Sale and purchase of Sale Shares

2.1 Sale and purchase

On Completion, Seller must sell, and Buyer must buy, each Sale Share for the Purchase Price free from all Encumbrances.

2.2 Purchase Consideration

The consideration payable by Buyer to Seller for the sale and purchase of the Sale Shares is the Purchase Price multiplied by the number of Sale Shares (Purchase Consideration).

3 Completion

3.1 Time and place of Completion

Completion will take place at 9.00am on 9 September 2019 at the offices of the Company or any other time and place agreed by the parties.

3.2 Buyer's obligations at Completion

At Completion, Buyer must pay the Purchase Consideration to the Seller's Bank Account, or such other bank account as otherwise directed in writing by Seller, in immediately available funds.

3.3 Seller's obligations at Completion

At Completion, Seller must:

- (a) deliver to Buyer a completed share transfer form for the Sale Shares in favour of Buyer as transferee, duly executed by Seller as transferor;
- (b) deliver holding statements and security holder reference numbers in respect of all of the Sale Shares; and
- (c) otherwise do all things reasonably necessary, including executing all documents and providing evidence thereof to the satisfaction of Buyer, to facilitate the registration of the transfer and the recording of Buyer as the holder of the Sale Shares in the Register.

3.4 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under clauses 3.2 and 3.3 are interdependent and must be performed, as nearly as possible, simultaneously;
- (b) all actions required to be performed under clauses 3.2 and 3.3 will be taken to have occurred simultaneously on the Completion Date;
- (c) if any action required to be performed under clauses 3.2 or 3.3 is not performed at Completion then, at the election of the party to whom the obligation is owed and without prejudice to the rights available to any party as a consequence, Completion is taken not to have occurred, there is no obligation on any party to undertake or perform any of the other actions and to the extent that such actions have been undertaken, the parties must do everything reasonably required to reverse those actions (including the returning of documents delivered to a party and repayment of funds received by a party).

4 Warranties

4.1 Seller Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and beneficial owner of the Sale Shares;
- (b) Buyer will acquire the full legal and beneficial ownership of the Sale Shares free and clear of all Encumbrances, subject to registration of Buyer in the Register;
- (c) all of the Sale Shares are held on the Issuer Sponsored Subregister of the Company;
- (d) it has full and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (e) this deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (f) this deed does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (g) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this deed subject to its terms; and
- (h) the execution, delivery and performance of this deed:
 - (i) complies with its constituent documents; and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this deed.

4.2 Buyer Warranties

Buyer represents and warrants to Seller that:

- (a) it has full and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (b) this deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (c) this deed does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (d) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this deed subject to its terms; and
- (e) the execution, delivery and performance of this deed:
 - (i) complies with its constituent documents; and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this deed.

4.3 Repetition of representations and warranties

The representations and warranties given in this clause 4 are regarded as repeated at Completion with regard to the facts and circumstances then subsisting.

4.4 Reliance

- (a) Seller acknowledges that Buyer has entered into this deed in reliance on the warranties given by Seller in clause 4.1.
- (b) Buyer acknowledges that Seller has entered into this deed in reliance on the warranties given by Buyer in clause 4.2.

5 Confidentiality

5.1 Confidentiality obligations

Subject to clause 5.2:

- (a) no party may disclose the provisions of this deed, the terms on which the Sale Shares are being transferred or any information received as part of or in relation to this deed (**Confidential Information**) without the prior written consent of the other party;
- (b) no party may use any Confidential Information except for the purpose of performing its obligations under the agreement or as otherwise required by law; and

-
- (c) each party must ensure that its Representatives comply in all respects with this clause 5.1 as if the Representative was a "party" as referenced in this clause 5.1.

5.2 Exceptions

- (a) A party and any Related Body Corporate of a party may disclose Confidential Information:
- (i) to its directors, officers, employees, agents, advisers and financiers and to the legal advisers to its advisers or financiers who require the information for the purposes of this deed; or
 - (ii) as required by:
 - (A) applicable law or order of any court;
 - (B) any recognised stock exchange on which its shares or the shares of any related corporation are listed; or
 - (C) any applicable accounting standards.
- but to the extent practicable, must consult with the other party before making the disclosure and use reasonable endeavours to agree on the form and content of the disclosure.
- (b) Seller acknowledges that Buyer will be required to give to the Company, within 2 Business Days of signing this deed, a change in substantial holding notice attaching a copy of this deed (for release by the Company on the ASX Markets Announcement Platform) in accordance with section 671B of the Corporations Act (**Change in Substantial Holding Notice**). Seller acknowledges and agrees that:
- (i) disclosure of the Change in Substantial Holding Notice is permitted under section 5.2(a)(ii)(A);
 - (ii) Buyer will not need to consult with Seller in relation to the form and content of the Change in Substantial Holding Notice; and
 - (iii) clauses 6.1 and 6.2 do not apply to the Change in Substantial Holding Notice.

6 Announcements

6.1 Public announcements

Subject to clause 5.2(b), neither party may, before or after Completion, make or send a public announcement, communication or circular concerning the transactions referred to in this deed unless it has first provided the other party with a draft of the announcement, communication or circular and obtained the written consent of the other party, which consent is not to be unreasonably withheld or delayed.

6.2 Public announcements required by law

Subject to clause 5.2(b), clause 6.1 does not apply to a public announcement, communication or circular required by law or a regulation of a stock exchange, if the party required to make or send it has:

- (a) to the extent practicable, provided the other party with sufficient notice to enable it to seek a protective order or other remedy; and
- (b) provided all assistance and co-operation that the other party considers necessary (acting reasonably) to prevent or minimise that disclosure.

7 Costs and duty

7.1 Costs and expenses

Buyer and Seller agree to pay their own legal costs and other costs and expenses in connection with the negotiation, preparation, execution, delivery, and completion of this deed, except for duty.

7.2 Duty

Buyer agrees to pay all duty (including fines and penalties) chargeable, payable or assessed in relation to this deed and the transfer of the Sale Shares to Buyer.

8 GST

8.1 Construction

In this clause 8:

- (a) subject to paragraph (b), words and expressions which are not defined in this deed but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) **GST** has the meaning given to it in GST Law and in addition includes amounts payable by way of interest and penalties on the primary GST liability;
- (c) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*; and
- (d) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

8.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST.

8.3 Payment of GST

If GST is payable on any supply made by a party (or any entity through which that party acts) (**Supplier**) under or in connection with this deed, the recipient will pay to the Supplier an amount equal to the GST payable on the supply.

8.4 Timing of GST payment

The recipient will pay the amount referred to in clause 8.3 in addition to and at the same time that the consideration for the supply is to be provided under this deed.

8.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under clause 8.3. The recipient can withhold payment of the amount until the Supplier provides a tax invoice or an adjustment note, as appropriate.

8.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this deed, the amount payable by the recipient under clause 8.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

8.7 Reimbursements

Where a party is required under this deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

8.8 No merger

This clause 8 does not merge on the completion or termination of this deed or on the transfer of the property supplied under this deed.

9 Notices

Notices and other communications in connection with this document must be in writing. They must be sent to the address or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

10 Miscellaneous

10.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this deed expressly states otherwise.

10.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

10.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

10.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

10.5 Conflict of interest

The parties' rights and remedies under this deed may be exercised even if it involves a conflict of duty or a party has a personal interest in their exercise.

10.6 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

10.7 Rights and obligations are unaffected

Rights given to the parties under this deed and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

10.8 Variation and waiver

Save as expressly provided in this deed, a provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

10.9 No merger

The warranties, undertakings and indemnities in this deed do not merge and are not extinguished on Completion.

10.10 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it.

10.11 Entire agreement

This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

10.12 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this deed or any part of it.

11 Governing law

- (a) This deed is governed by the law in force in the place specified in the Details.
- (b) Each party irrevocably submits to the non exclusive jurisdiction of courts exercising jurisdiction in the place specified in the Details and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

12 Counterparts


This deed may consist of a number of copies, each signed by one or more parties to the deed. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed will be the date of the deed.


EXECUTED and delivered as a deed

Share Sale Deed

Signing page

DATED: 09/09 2019

SIGNED, SEALED AND DELIVERED)
by AMY LOUISE CHURCH in the)
presence of:)
)
Signature of witness)
MELISSA CORBY)
Name of witness (block letters))

)
Signature of AMY LOUISE CHURCH)

EXECUTED by WARBURTON)
PORTFOLIO PTY LTD in accordance)
with section 127(1) of the *Corporations*)
Act 2001 (Cth) by authority of its)
directors:)
.....)
Signature of director)
.....)
Name of director (block letters))

.....)
Signature of director/company)
secretary*)
*delete whichever is not applicable)
.....)
Name of director/company secretary*)
(block letters))
*delete whichever is not applicable)

Share Sale Deed

Signing page

DATED: 09/09 2019


SIGNED, SEALED AND DELIVERED)
by AMY LOUISE CHURCH in the)
presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

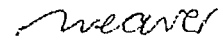
.....)
Signature of AMY LOUISE CHURCH)

EXECUTED by WARBURTON)
PORTFOLIO PTY LTD in accordance)
with section 127(1) of the *Corporations*)
Act 2001 (Cth) by authority of its)
directors:)

)
.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Name of director (block letters))



.....)
Signature of director/~~company~~)
~~secretary*~~)

*delete whichever is not applicable)
DARREN WEAVER)

.....)
Name of director/~~company secretary*~~)
(block letters))

*delete whichever is not applicable)

Share Sale Deed

Annexure A: Seller details

Item 1: Name	Amy Louise Church
Item 2: ACN (if applicable)	N/A
Item 3: Address	22 Paraweena Place, Eglinton, NSW 2795
Item 4: Email	[REDACTED]
Item 5: Attention	Amy Louise Church
Item 6: Number of Sale Shares	500,000
Item 7: Seller's Bank Account	[REDACTED] [REDACTED] [REDACTED]

Share Sale Deed

Dated 9 September 2019

The person specified in item 1 of Annexure A (Seller)

Warburton Portfolio Pty Ltd ACN 633 302 717 (Buyer)

Share Sale Deed

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10.12	Construction	10
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Share Sale Deed

Details

Parties	Seller and Buyer	
Seller	Name	As specified in item 1 of Annexure A
	ACN	As specified in item 2 of Annexure A
	Address	As specified in item 3 of Annexure A
	Email	As specified in item 4 of Annexure A
	Attention	As specified in item 5 of Annexure A
Buyer	Name	Warburton Portfolio Pty Ltd
	ACN	633 302 717
	Address	Level 2, 1 Station Street, Cottesloe WA 6011
	Email	darren.weaver@wgpl.biz with a copy to victoria.butler@wgpl.biz
	Attention	Darren Weaver (Chief Executive Officer) and Victoria Butler (General Counsel)
Recital	Seller has agreed to sell, and Buyer has agreed to buy, the Sale Shares on the terms, and subject to the conditions, of this deed.	
Governing law	Western Australia	
Date of deed	See signing page	

Share Sale Deed

General terms

1 Interpretation

1.1 Definitions

These meanings apply in this deed unless the contrary intention appears:

Business Day means a day other than a Saturday, Sunday or public or bank holiday in Perth, Western Australia.

CHES means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Galena Mining Limited ABN 63 616 317 778.

Completion means the completion of the sale and purchase of the Sale Shares in accordance with clause 3.

Completion Date means the date on which Completion occurs.

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

Details means the section of this deed headed "Details".

Encumbrance means:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or flawed deposit arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) third party right or interest or any right arising as consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

Government Agency means any government, governmental, semi-governmental, administrative, fiscal, judicial or quasi judicial body, department, commission, authority, tribunal, agency or entity.

Issuer Sponsored Subregister has the meaning given in section 2 of the operating rules of ASX Settlement Pty Limited (ABN 008 504 532).

Purchase Consideration has the meaning given in clause 2.2.

Purchase Price means \$0.32 per Share.

Register means the share register of the Company.

Related Body Corporate has the meaning given in the Corporations Act.

Representative of a person means an officer, director, employee or adviser of that person.

Sale Shares means the number of Shares specified in item 6 of Annexure A.

Seller's Bank Account means the bank account specified in item 7 of Annexure A.

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

1.2 References to certain general terms

Unless the contrary intention appears, a reference in this deed to:

- (a) **(variations or replacement)** a document (including this deed) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in, or annexure or schedule to, this deed;
- (c) **(reference to statutes)** except in the definitions of "Related Body Corporate", a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (l) **(time of day)** to time is a reference to Perth, Western Australia time; and
- (m) **(dollars)** Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia.

1.3 Next day

If an act under this deed to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day.

1.4 Next Business Day

If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

1.5 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

2 Sale and purchase of Sale Shares

2.1 Sale and purchase

On Completion, Seller must sell, and Buyer must buy, each Sale Share for the Purchase Price free from all Encumbrances,

2.2 Purchase Consideration

The consideration payable by Buyer to Seller for the sale and purchase of the Sale Shares is the Purchase Price multiplied by the number of Sale Shares (Purchase Consideration).

3 Completion

3.1 Time and place of Completion

Completion will take place at 9.00am on 9 September 2019 at the offices of the Company or any other time and place agreed by the parties.

3.2 Buyer's obligations at Completion

At Completion, Buyer must pay the Purchase Consideration to the Seller's Bank Account, or such other bank account as otherwise directed in writing by Seller, in immediately available funds.

3.3 Seller's obligations at Completion

At Completion, Seller must:

- (a) deliver to Buyer a completed share transfer form for the Sale Shares in favour of Buyer as transferee, duly executed by Seller as transferor;
- (b) deliver holding statements and security holder reference numbers in respect of all of the Sale Shares; and
- (c) otherwise do all things reasonably necessary, including executing all documents and providing evidence thereof to the satisfaction of Buyer, to facilitate the registration of the transfer and the recording of Buyer as the holder of the Sale Shares in the Register.

3.4 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under clauses 3.2 and 3.3 are interdependent and must be performed, as nearly as possible, simultaneously;
- (b) all actions required to be performed under clauses 3.2 and 3.3 will be taken to have occurred simultaneously on the Completion Date;
- (c) if any action required to be performed under clauses 3.2 or 3.3 is not performed at Completion then, at the election of the party to whom the obligation is owed and without prejudice to the rights available to any party as a consequence, Completion is taken not to have occurred, there is no obligation on any party to undertake or perform any of the other actions and to the extent that such actions have been undertaken, the parties must do everything reasonably required to reverse those actions (including the returning of documents delivered to a party and repayment of funds received by a party).

4 Warranties

4.1 Seller Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and beneficial owner of the Sale Shares;
- (b) Buyer will acquire the full legal and beneficial ownership of the Sale Shares free and clear of all Encumbrances, subject to registration of Buyer in the Register;
- (c) all of the Sale Shares are held on the Issuer Sponsored Subregister of the Company;
- (d) it has full and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (e) this deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (f) this deed does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (g) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this deed subject to its terms; and
- (h) the execution, delivery and performance of this deed:
 - (i) complies with its constituent documents; and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this deed.

4.2 Buyer Warranties

Buyer represents and warrants to Seller that:

- (a) It has full and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (b) this deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (c) this deed does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (d) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this deed subject to its terms; and
- (e) the execution, delivery and performance of this deed:
 - (i) complies with its constituent documents; and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this deed.

4.3 Repetition of representations and warranties

The representations and warranties given in this clause 4 are regarded as repeated at Completion with regard to the facts and circumstances then subsisting.

4.4 Reliance

- (a) Seller acknowledges that Buyer has entered into this deed in reliance on the warranties given by Seller in clause 4.1.
- (b) Buyer acknowledges that Seller has entered into this deed in reliance on the warranties given by Buyer in clause 4.2.

5 Confidentiality

5.1 Confidentiality obligations

Subject to clause 5.2:

- (a) no party may disclose the provisions of this deed, the terms on which the Sale Shares are being transferred or any information received as part of or in relation to this deed (**Confidential Information**) without the prior written consent of the other party;
- (b) no party may use any Confidential Information except for the purpose of performing its obligations under the agreement or as otherwise required by law; and

- (c) each party must ensure that its Representatives comply in all respects with this clause 5.1 as if the Representative was a "party" as referenced in this clause 5.1.

5.2 Exceptions

- (a) A party and any Related Body Corporate of a party may disclose Confidential Information:
 - (i) to its directors, officers, employees, agents, advisers and financiers and to the legal advisers to its advisers or financiers who require the information for the purposes of this deed; or
 - (ii) as required by:
 - (A) applicable law or order of any court;
 - (B) any recognised stock exchange on which its shares or the shares of any related corporation are listed; or
 - (C) any applicable accounting standards,but to the extent practicable, must consult with the other party before making the disclosure and use reasonable endeavours to agree on the form and content of the disclosure.
- (b) Seller acknowledges that Buyer will be required to give to the Company, within 2 Business Days of signing this deed, a change in substantial holding notice attaching a copy of this deed (for release by the Company on the ASX Markets Announcement Platform) in accordance with section 671B of the Corporations Act (**Change in Substantial Holding Notice**). Seller acknowledges and agrees that:
 - (i) disclosure of the Change in Substantial Holding Notice is permitted under section 5.2(a)(ii)(A);
 - (ii) Buyer will not need to consult with Seller in relation to the form and content of the Change in Substantial Holding Notice; and
 - (iii) clauses 6.1 and 6.2 do not apply to the Change in Substantial Holding Notice.

6 Announcements

6.1 Public announcements

Subject to clause 5.2(b), neither party may, before or after Completion, make or send a public announcement, communication or circular concerning the transactions referred to in this deed unless it has first provided the other party with a draft of the announcement, communication or circular and obtained the written consent of the other party, which consent is not to be unreasonably withheld or delayed.

6.2 Public announcements required by law

Subject to clause 5.2(b), clause 6.1 does not apply to a public announcement, communication or circular required by law or a regulation of a stock exchange, if the party required to make or send it has:

- (a) to the extent practicable, provided the other party with sufficient notice to enable it to seek a protective order or other remedy; and
- (b) provided all assistance and co-operation that the other party considers necessary (acting reasonably) to prevent or minimise that disclosure.

7 Costs and duty

7.1 Costs and expenses

Buyer and Seller agree to pay their own legal costs and other costs and expenses in connection with the negotiation, preparation, execution, delivery, and completion of this deed, except for duty.

7.2 Duty

Buyer agrees to pay all duty (including fines and penalties) chargeable, payable or assessed in relation to this deed and the transfer of the Sale Shares to Buyer.

8 GST

8.1 Construction

In this clause 8:

- (a) subject to paragraph (b), words and expressions which are not defined in this deed but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) **GST** has the meaning given to it in GST Law and in addition includes amounts payable by way of interest and penalties on the primary GST liability;
- (c) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*; and
- (d) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

8.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST.

8.3 Payment of GST

If GST is payable on any supply made by a party (or any entity through which that party acts) (**Supplier**) under or in connection with this deed, the recipient will pay to the Supplier an amount equal to the GST payable on the supply.

8.4 Timing of GST payment

The recipient will pay the amount referred to in clause 8.3 in addition to and at the same time that the consideration for the supply is to be provided under this deed.

8.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under clause 8.3. The recipient can withhold payment of the amount until the Supplier provides a tax invoice or an adjustment note, as appropriate.

8.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this deed, the amount payable by the recipient under clause 8.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

8.7 Reimbursements

Where a party is required under this deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

8.8 No merger

This clause 8 does not merge on the completion or termination of this deed or on the transfer of the property supplied under this deed.

9 Notices

Notices and other communications in connection with this document must be in writing. They must be sent to the address or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

10 Miscellaneous

10.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this deed expressly states otherwise.

10.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

10.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

10.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

10.5 Conflict of interest

The parties' rights and remedies under this deed may be exercised even if it involves a conflict of duty or a party has a personal interest in their exercise.

10.6 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

10.7 Rights and obligations are unaffected

Rights given to the parties under this deed and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

10.8 Variation and waiver

Save as expressly provided in this deed, a provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

10.9 No merger

The warranties, undertakings and indemnities in this deed do not merge and are not extinguished on Completion.

10.10 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it.

10.11 Entire agreement

This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

10.12 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this deed or any part of it.

11 Governing law

- (a) This deed is governed by the law in force in the place specified in the Details.
- (b) Each party irrevocably submits to the non exclusive jurisdiction of courts exercising jurisdiction in the place specified in the Details and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

12 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed will be the date of the deed.

EXECUTED and delivered as a deed

Share Sale Deed

Signing page

DATED: 9 September 2019

EXECUTED by BLOOMGOLD
RESOURCES PTY LTD in accordance
with section 127(1) of the *Corporations
Act 2001* (Cth) by authority of its
director:)



Signature of **TIMOTHY MORRISON**
who states that they are the sole
director and sole company secretary of
**BLOOMGOLD RESOURCES PTY
LTD**

EXECUTED by WARBURTON
PORTFOLIO PTY LTD in accordance
with section 127(1) of the *Corporations
Act 2001* (Cth) by authority of its
directors:)

.....)
Signature of director)

.....
Signature of director/company
secretary*
*delete whichever is not applicable

.....)
Name of director (block letters))

.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

Share Sale Deed

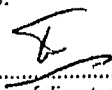
Signing page

DATED: 09/09 2019

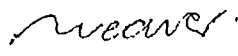
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director and sole company secretary of
BLOOMGOLD RESOURCES PTY
LTD

EXECUTED by WARBURTON
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with section 127(1) of the *Corporations
Act 2001* (Cth) by authority of its
directors:)


.....
Signature of director)

Timothy Andrew Roberts)
.....
Name of director (block letters))


.....
Signature of director/~~company~~
~~secretary~~*
*delete whichever is not applicable
DARREN WEAVER
.....
Name of director/~~company~~~~secretary~~*
(block letters)
*delete whichever is not applicable

Share Sale Deed

Annexure A: Seller details

Item 1: Name	Bloomgold Resources Pty Ltd
Item 2: ACN	612 918 993
Item 3: Address	Unit 8, Level 2, 448 Roberts Road, Subiaco, WA 6008
Item 4: Email	[REDACTED]
Item 5: Attention	Timothy Morrison
Item 6: Number of Sale Shares	16,000,000
Item 7: Seller's Bank Account	[REDACTED] [REDACTED] [REDACTED]

Share Sale Deed

Dated 9 September 2019

The person specified in item 1 of Annexure A (Seller)

Warburton Portfolio Pty Ltd ACN 633 302 717 (Buyer)

Share Sale Deed

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Share Sale Deed

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Parties	Seller and Buyer	
Seller	Name	As specified in item 1 of Annexure A
	ACN	As specified in item 2 of Annexure A
	Address	As specified in item 3 of Annexure A
	Email	As specified in item 4 of Annexure A
	Attention	As specified in item 5 of Annexure A
Buyer	Name	Warburton Portfolio Pty Ltd
	ACN	633 302 717
	Address	Level 2, 1 Station Street, Cottesloe WA 6011
	Email	darren.weaver@wgpl.biz with a copy to victoria.butler@wgpl.biz
	Attention	Darren Weaver (Chief Executive Officer) and Victoria Butler (General Counsel)
Recital	Seller has agreed to sell, and Buyer has agreed to buy, the Sale Shares on the terms, and subject to the conditions, of this deed.	
Governing law	Western Australia	
Date of deed	See signing page	

Share Sale Deed

General terms

1 Interpretation

1.1 Definitions

These meanings apply in this deed unless the contrary intention appears:

Business Day means a day other than a Saturday, Sunday or public or bank holiday in Perth, Western Australia.

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- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or flawed deposit arrangement;
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Purchase Price means \$0.32 per Share.

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Sale Shares means the number of Shares specified in item 6 of Annexure A.

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- (h) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
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- (k) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (l) **(time of day)** to time is a reference to Perth, Western Australia time; and
- (m) **(dollars)** Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia.

1.3 Next day

If an act under this deed to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day.

1.4 Next Business Day

If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

1.5 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

2 Sale and purchase of Sale Shares

2.1 Sale and purchase

On Completion, Seller must sell, and Buyer must buy, each Sale Share for the Purchase Price free from all Encumbrances.

2.2 Purchase Consideration

The consideration payable by Buyer to Seller for the sale and purchase of the Sale Shares is the Purchase Price multiplied by the number of Sale Shares (Purchase Consideration).

3 Completion

3.1 Time and place of Completion

Completion will take place at 9.00am on 9 September 2019 at the offices of the Company or any other time and place agreed by the parties.

3.2 Buyer's obligations at Completion

At Completion, Buyer must pay the Purchase Consideration to the Seller's Bank Account, or such other bank account as otherwise directed in writing by Seller, in immediately available funds.

3.3 Seller's obligations at Completion

At Completion, Seller must:

- (a) deliver to Buyer a completed share transfer form for the Sale Shares in favour of Buyer as transferee, duly executed by Seller as transferor;
- (b) deliver holding statements and security holder reference numbers in respect of all of the Sale Shares; and
- (c) otherwise do all things reasonably necessary, including executing all documents and providing evidence thereof to the satisfaction of Buyer, to facilitate the registration of the transfer and the recording of Buyer as the holder of the Sale Shares in the Register.

3.4 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under clauses 3.2 and 3.3 are interdependent and must be performed, as nearly as possible, simultaneously;
- (b) all actions required to be performed under clauses 3.2 and 3.3 will be taken to have occurred simultaneously on the Completion Date;
- (c) if any action required to be performed under clauses 3.2 or 3.3 is not performed at Completion then, at the election of the party to whom the obligation is owed and without prejudice to the rights available to any party as a consequence, Completion is taken not to have occurred, there is no obligation on any party to undertake or perform any of the other actions and to the extent that such actions have been undertaken, the parties must do everything reasonably required to reverse those actions (including the returning of documents delivered to a party and repayment of funds received by a party).

4 Warranties

4.1 Seller Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and beneficial owner of the Sale Shares;
- (b) Buyer will acquire the full legal and beneficial ownership of the Sale Shares free and clear of all Encumbrances, subject to registration of Buyer in the Register;
- (c) all of the Sale Shares are held on the Issuer Sponsored Subregister of the Company;
- (d) it has full and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (e) this deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (f) this deed does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (g) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this deed subject to its terms; and
- (h) the execution, delivery and performance of this deed:
 - (i) complies with its constituent documents; and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this deed.

4.2 Buyer Warranties

Buyer represents and warrants to Seller that:

- (a) it has full and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (b) this deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (c) this deed does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (d) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this deed subject to its terms; and
- (e) the execution, delivery and performance of this deed:
 - (i) complies with its constituent documents; and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this deed.

4.3 Repetition of representations and warranties

The representations and warranties given in this clause 4 are regarded as repeated at Completion with regard to the facts and circumstances then subsisting.

4.4 Reliance

- (a) Seller acknowledges that Buyer has entered into this deed in reliance on the warranties given by Seller in clause 4.1.
- (b) Buyer acknowledges that Seller has entered into this deed in reliance on the warranties given by Buyer in clause 4.2.

5 Confidentiality

5.1 Confidentiality obligations

Subject to clause 5.2:

- (a) no party may disclose the provisions of this deed, the terms on which the Sale Shares are being transferred or any information received as part of or in relation to this deed (**Confidential Information**) without the prior written consent of the other party;
- (b) no party may use any Confidential Information except for the purpose of performing its obligations under the agreement or as otherwise required by law; and

- (c) each party must ensure that its Representatives comply in all respects with this clause 5.1 as if the Representative was a "party" as referenced in this clause 5.1.

5.2 Exceptions

- (a) A party and any Related Body Corporate of a party may disclose Confidential Information:
 - (i) to its directors, officers, employees, agents, advisers and financiers and to the legal advisers to its advisers or financiers who require the information for the purposes of this deed; or
 - (ii) as required by:
 - (A) applicable law or order of any court;
 - (B) any recognised stock exchange on which its shares or the shares of any related corporation are listed; or
 - (C) any applicable accounting standards,but to the extent practicable, must consult with the other party before making the disclosure and use reasonable endeavours to agree on the form and content of the disclosure.
- (b) Seller acknowledges that Buyer will be required to give to the Company, within 2 Business Days of signing this deed, a change in substantial holding notice attaching a copy of this deed (for release by the Company on the ASX Markets Announcement Platform) in accordance with section 671B of the Corporations Act (Change in Substantial Holding Notice). Seller acknowledges and agrees that:
 - (i) disclosure of the Change in Substantial Holding Notice is permitted under section 5.2(a)(ii)(A);
 - (ii) Buyer will not need to consult with Seller in relation to the form and content of the Change in Substantial Holding Notice; and
 - (iii) clauses 6.1 and 6.2 do not apply to the Change in Substantial Holding Notice.

6 Announcements

6.1 Public announcements

Subject to clause 5.2(b), neither party may, before or after Completion, make or send a public announcement, communication or circular concerning the transactions referred to in this deed unless it has first provided the other party with a draft of the announcement, communication or circular and obtained the written consent of the other party, which consent is not to be unreasonably withheld or delayed.

6.2 Public announcements required by law

Subject to clause 5.2(b), clause 6.1 does not apply to a public announcement, communication or circular required by law or a regulation of a stock exchange, if the party required to make or send it has:

- (a) to the extent practicable, provided the other party with sufficient notice to enable it to seek a protective order or other remedy; and
- (b) provided all assistance and co-operation that the other party considers necessary (acting reasonably) to prevent or minimise that disclosure.

7 Costs and duty

7.1 Costs and expenses

Buyer and Seller agree to pay their own legal costs and other costs and expenses in connection with the negotiation, preparation, execution, delivery, and completion of this deed, except for duty.

7.2 Duty

Buyer agrees to pay all duty (including fines and penalties) chargeable, payable or assessed in relation to this deed and the transfer of the Sale Shares to Buyer.

8 GST

8.1 Construction

In this clause 8:

- (a) subject to paragraph (b), words and expressions which are not defined in this deed but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) **GST** has the meaning given to it in GST Law and in addition includes amounts payable by way of interest and penalties on the primary GST liability;
- (c) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*; and
- (d) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

8.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST.

8.3 Payment of GST

If GST is payable on any supply made by a party (or any entity through which that party acts) (Supplier) under or in connection with this deed, the recipient will pay to the Supplier an amount equal to the GST payable on the supply.

8.4 Timing of GST payment

The recipient will pay the amount referred to in clause 8.3 in addition to and at the same time that the consideration for the supply is to be provided under this deed.

8.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under clause 8.3. The recipient can withhold payment of the amount until the Supplier provides a tax invoice or an adjustment note, as appropriate.

8.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this deed, the amount payable by the recipient under clause 8.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

8.7 Reimbursements

Where a party is required under this deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

8.8 No merger

This clause 8 does not merge on the completion or termination of this deed or on the transfer of the property supplied under this deed.

9 Notices

Notices and other communications in connection with this document must be in writing. They must be sent to the address or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

10 Miscellaneous

10.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this deed expressly states otherwise.

10.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

10.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

10.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

10.5 Conflict of interest

The parties' rights and remedies under this deed may be exercised even if it involves a conflict of duty or a party has a personal interest in their exercise.

10.6 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

10.7 Rights and obligations are unaffected

Rights given to the parties under this deed and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

10.8 Variation and waiver

Save as expressly provided in this deed, a provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

10.9 No merger

The warranties, undertakings and indemnities in this deed do not merge and are not extinguished on Completion.

10.10 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it.

10.11 Entire agreement

This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

10.12 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this deed or any part of it.

11 Governing law

- (a) This deed is governed by the law in force in the place specified in the Details.
- (b) Each party irrevocably submits to the non exclusive jurisdiction of courts exercising jurisdiction in the place specified in the Details and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

12 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed will be the date of the deed.

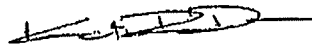
EXECUTED and delivered as a deed

Share Sale Deed

Signing page

9 September
DATED: _____ 2019

EXECUTED by KIANDRA NOMINEES)
PTY LTD in accordance with section)
127(1) of the *Corporations Act 2001*)
(Cth) by authority of its director:)



.....
Signature of KATRINA PETA
DOWNES who states that they are the
sole director and sole company
secretary of KIANDRA NOMINEES
PTY LTD

EXECUTED by WARBURTON)
PORTFOLIO PTY LTD in accordance)
with section 127(1) of the *Corporations*)
Act 2001 (Cth) by authority of its)
directors:)

.....
Signature of director)

.....
Signature of director/company
secretary*
*delete whichever is not applicable

.....
Name of director (block letters))

.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

Share Sale Deed


Signing page

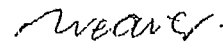
DATED: 09/09 2019

EXECUTED by KIANDRA NOMINEES)
PTY LTD in accordance with section)
127(1) of the *Corporations Act 2001*)
(Cth) by authority of its director:)

.....
Signature of KATRINA PETA
DOWNES who states that they are the
sole director and sole company
secretary of KIANDRA NOMINEES
PTY LTD

EXECUTED by WARBURTON)
PORTFOLIO PTY LTD in accordance)
with section 127(1) of the *Corporations*)
Act 2001 (Cth) by authority of its)
directors:)


.....
Signature of director)
Timothy Andrew Roberts)
.....
Name of director (block letters))


.....
Signature of director/company)
~~secretary*~~)
*delete whichever is not applicable)
DARREN WEAVER)
.....
Name of director/company-~~secretary*~~)
(block letters))
*delete whichever is not applicable

Share Sale Deed

Annexure A: Seller details

Item 1: Name	Kiandra Nominees Pty Ltd
Item 2: ACN	125 369 995
Item 3: Address	76 Broome Street, Cottesloe, WA 6011
Item 4: Email	[REDACTED]
Item 5: Attention	Jonathan Downes
Item 6: Number of Sale Shares	5,050,000
Item 7: Seller's Bank Account	[REDACTED] [REDACTED] [REDACTED]

Share Sale Deed

Dated 4 September 2019

The person specified in item 1 of Annexure A (Seller)

Warburton Portfolio Pty Ltd ACN 633 302 717 (Buyer)

Share Sale Deed

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Share Sale Deed

Details

Parties	Seller and Buyer	
Seller	Name	As specified in item 1 of Annexure A
	ACN	As specified in item 2 of Annexure A
	Address	As specified in item 3 of Annexure A
	Email	As specified in item 4 of Annexure A
	Attention	As specified in item 5 of Annexure A
Buyer	Name	Warburton Portfolio Pty Ltd
	ACN	633 302 717
	Address	Level 2, 1 Station Street, Cottesloe WA 6011
	Email	darren.weaver@wgpl.biz with a copy to victoria.butler@wgpl.biz
	Attention	Darren Weaver (Chief Executive Officer) and Victoria Butler (General Counsel)
Recital	Seller has agreed to sell, and Buyer has agreed to buy, the Sale Shares on the terms, and subject to the conditions, of this deed.	
Governing law	Western Australia	
Date of deed	See signing page	

Share Sale Deed

General terms

1 Interpretation

1.1 Definitions

These meanings apply in this deed unless the contrary intention appears:

Business Day means a day other than a Saturday, Sunday or public or bank holiday in Perth, Western Australia.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Galena Mining Limited ABN 63 616 317 778.

Completion means the completion of the sale and purchase of the Sale Shares in accordance with clause 3.

Completion Date means the date on which Completion occurs.

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

Details means the section of this deed headed "Details".

Encumbrance means:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or flawed deposit arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) third party right or interest or any right arising as consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

Government Agency means any government, governmental, semi-governmental, administrative, fiscal, judicial or quasi judicial body, department, commission, authority, tribunal, agency or entity.

Issuer Sponsored Subregister has the meaning given in section 2 of the operating rules of ASX Settlement Pty Limited (ABN 008 504 532).

Purchase Consideration has the meaning given in clause 2.2.

Purchase Price means \$0.32 per Share.

Register means the share register of the Company.

Related Body Corporate has the meaning given in the Corporations Act.

Representative of a person means an officer, director, employee or adviser of that person.

Sale Shares means the number of Shares specified in item 6 of Annexure A.

Seller's Bank Account means the bank account specified in item 7 of Annexure A.

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

1.2 References to certain general terms

Unless the contrary intention appears, a reference in this deed to:

- (a) **(variations or replacement)** a document (including this deed) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in, or annexure or schedule to, this deed;
- (c) **(reference to statutes)** except in the definitions of "Related Body Corporate", a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (l) **(time of day)** to time is a reference to Perth, Western Australia time; and
- (m) **(dollars)** Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia.

1.3 Next day

If an act under this deed to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day.

1.4 Next Business Day

If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

1.5 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

2 Sale and purchase of Sale Shares

2.1 Sale and purchase

On Completion, Seller must sell, and Buyer must buy, each Sale Share for the Purchase Price free from all Encumbrances.

2.2 Purchase Consideration

The consideration payable by Buyer to Seller for the sale and purchase of the Sale Shares is the Purchase Price multiplied by the number of Sale Shares (Purchase Consideration).

3 Completion

3.1 Time and place of Completion

Completion will take place at 9.00am on 9 September 2019 at the offices of the Company or any other time and place agreed by the parties.

3.2 Buyer's obligations at Completion

At Completion, Buyer must pay the Purchase Consideration to the Seller's Bank Account, or such other bank account as otherwise directed in writing by Seller, in immediately available funds.

3.3 Seller's obligations at Completion

At Completion, Seller must:

- (a) deliver to Buyer a completed share transfer form for the Sale Shares in favour of Buyer as transferee, duly executed by Seller as transferor;
- (b) deliver holding statements and security holder reference numbers in respect of all of the Sale Shares; and
- (c) otherwise do all things reasonably necessary, including executing all documents and providing evidence thereof to the satisfaction of Buyer, to facilitate the registration of the transfer and the recording of Buyer as the holder of the Sale Shares in the Register.

3.4 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under clauses 3.2 and 3.3 are interdependent and must be performed, as nearly as possible, simultaneously;
- (b) all actions required to be performed under clauses 3.2 and 3.3 will be taken to have occurred simultaneously on the Completion Date;
- (c) if any action required to be performed under clauses 3.2 or 3.3 is not performed at Completion then, at the election of the party to whom the obligation is owed and without prejudice to the rights available to any party as a consequence, Completion is taken not to have occurred, there is no obligation on any party to undertake or perform any of the other actions and to the extent that such actions have been undertaken, the parties must do everything reasonably required to reverse those actions (including the returning of documents delivered to a party and repayment of funds received by a party).

4 Warranties

4.1 Seller Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and beneficial owner of the Sale Shares;
- (b) Buyer will acquire the full legal and beneficial ownership of the Sale Shares free and clear of all Encumbrances, subject to registration of Buyer in the Register;
- (c) all of the Sale Shares are held on the Issuer Sponsored Subregister of the Company;
- (d) it has full and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (e) this deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (f) this deed does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (g) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this deed subject to its terms; and
- (h) the execution, delivery and performance of this deed:
 - (i) complies with its constituent documents; and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this deed.

4.2 Buyer Warranties

Buyer represents and warrants to Seller that:

- (a) it has full and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (b) this deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (c) this deed does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (d) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this deed subject to its terms; and
- (e) the execution, delivery and performance of this deed:
 - (i) complies with its constituent documents; and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this deed.

4.3 Repetition of representations and warranties

The representations and warranties given in this clause 4 are regarded as repeated at Completion with regard to the facts and circumstances then subsisting.

4.4 Reliance

- (a) Seller acknowledges that Buyer has entered into this deed in reliance on the warranties given by Seller in clause 4.1.
- (b) Buyer acknowledges that Seller has entered into this deed in reliance on the warranties given by Buyer in clause 4.2.

5 Confidentiality

5.1 Confidentiality obligations

Subject to clause 5.2:

- (a) no party may disclose the provisions of this deed, the terms on which the Sale Shares are being transferred or any information received as part of or in relation to this deed (**Confidential Information**) without the prior written consent of the other party;
- (b) no party may use any Confidential Information except for the purpose of performing its obligations under the agreement or as otherwise required by law; and

- (c) each party must ensure that its Representatives comply in all respects with this clause 5.1 as if the Representative was a "party" as referenced in this clause 5.1.

5.2 Exceptions

- (a) A party and any Related Body Corporate of a party may disclose Confidential Information:
- (i) to its directors, officers, employees, agents, advisers and financiers and to the legal advisers to its advisers or financiers who require the information for the purposes of this deed; or
 - (ii) as required by:
 - (A) applicable law or order of any court;
 - (B) any recognised stock exchange on which its shares or the shares of any related corporation are listed; or
 - (C) any applicable accounting standards,but to the extent practicable, must consult with the other party before making the disclosure and use reasonable endeavours to agree on the form and content of the disclosure.
- (b) Seller acknowledges that Buyer will be required to give to the Company, within 2 Business Days of signing this deed, a change in substantial holding notice attaching a copy of this deed (for release by the Company on the ASX Markets Announcement Platform) in accordance with section 671B of the Corporations Act (**Change in Substantial Holding Notice**). Seller acknowledges and agrees that:
- (i) disclosure of the Change in Substantial Holding Notice is permitted under section 5.2(a)(ii)(A);
 - (ii) Buyer will not need to consult with Seller in relation to the form and content of the Change in Substantial Holding Notice; and
 - (iii) clauses 6.1 and 6.2 do not apply to the Change in Substantial Holding Notice.

6 Announcements

6.1 Public announcements

Subject to clause 5.2(b), neither party may, before or after Completion, make or send a public announcement, communication or circular concerning the transactions referred to in this deed unless it has first provided the other party with a draft of the announcement, communication or circular and obtained the written consent of the other party, which consent is not to be unreasonably withheld or delayed.

6.2 Public announcements required by law

Subject to clause 5.2(b), clause 6.1 does not apply to a public announcement, communication or circular required by law or a regulation of a stock exchange, if the party required to make or send it has:

- (a) to the extent practicable, provided the other party with sufficient notice to enable it to seek a protective order or other remedy; and
- (b) provided all assistance and co-operation that the other party considers necessary (acting reasonably) to prevent or minimise that disclosure.

7 Costs and duty

7.1 Costs and expenses

Buyer and Seller agree to pay their own legal costs and other costs and expenses in connection with the negotiation, preparation, execution, delivery, and completion of this deed, except for duty.

7.2 Duty

Buyer agrees to pay all duty (including fines and penalties) chargeable, payable or assessed in relation to this deed and the transfer of the Sale Shares to Buyer.

8 GST

8.1 Construction

In this clause 8:

- (a) subject to paragraph (b), words and expressions which are not defined in this deed but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) **GST** has the meaning given to it in GST Law and in addition includes amounts payable by way of interest and penalties on the primary GST liability;
- (c) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*; and
- (d) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

8.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST.

8.3 Payment of GST

If GST is payable on any supply made by a party (or any entity through which that party acts) (Supplier) under or in connection with this deed, the recipient will pay to the Supplier an amount equal to the GST payable on the supply.

8.4 Timing of GST payment

The recipient will pay the amount referred to in clause 8.3 in addition to and at the same time that the consideration for the supply is to be provided under this deed.

8.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under clause 8.3. The recipient can withhold payment of the amount until the Supplier provides a tax invoice or an adjustment note, as appropriate.

8.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this deed, the amount payable by the recipient under clause 8.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

8.7 Reimbursements

Where a party is required under this deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

8.8 No merger

This clause 8 does not merge on the completion or termination of this deed or on the transfer of the property supplied under this deed.

9 Notices

Notices and other communications in connection with this document must be in writing. They must be sent to the address or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

10 Miscellaneous

10.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this deed expressly states otherwise.

10.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

10.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

10.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

10.5 Conflict of interest

The parties' rights and remedies under this deed may be exercised even if it involves a conflict of duty or a party has a personal interest in their exercise.

10.6 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

10.7 Rights and obligations are unaffected

Rights given to the parties under this deed and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

10.8 Variation and waiver

Save as expressly provided in this deed, a provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

10.9 No merger

The warranties, undertakings and indemnities in this deed do not merge and are not extinguished on Completion.

10.10 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it.

10.11 Entire agreement

This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

10.12 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this deed or any part of it.

11 Governing law

- (a) This deed is governed by the law in force in the place specified in the Details.
- (b) Each party irrevocably submits to the non exclusive jurisdiction of courts exercising jurisdiction in the place specified in the Details and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

12 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed will be the date of the deed.

EXECUTED and delivered as a deed

Share Sale Deed

Signing page

DATED: 9 September 2019

EXECUTED by SILVERLIGHT
HOLDINGS PTY LTD in accordance
with section 127(1) of the *Corporations
Act 2001* (Cth) by authority of its
director:



Signature of OLIVER WILLIAM
CAIRNS who states that they are the
sole director and sole company
secretary of SILVERLIGHT
HOLDINGS PTY LTD

EXECUTED by WARBURTON
PORTFOLIO PTY LTD in accordance
with section 127(1) of the *Corporations
Act 2001* (Cth) by authority of its
directors:

.....
Signature of director

.....
Signature of director/company
secretary*

*delete whichever is not applicable

.....
Name of director (block letters)

.....
Name of director/company secretary*
(block letters)

*delete whichever is not applicable

Share Sale Deed


Signing page


DATED: 09/09 2019

EXECUTED by SILVERLIGHT
HOLDINGS PTY LTD in accordance
with section 127(1) of the *Corporations
Act 2001* (Cth) by authority of its
director:)

.....
Signature of OLIVER WILLIAM
CAIRNS who states that they are the
sole director and sole company
secretary of SILVERLIGHT
HOLDINGS PTY LTD

EXECUTED by WARBURTON
PORTFOLIO PTY LTD in accordance
with section 127(1) of the *Corporations
Act 2001* (Cth) by authority of its
directors:)


.....
Signature of director)
Timothy Andrew Roberts)
.....
Name of director (block letters))


.....
Signature of director/company
~~secretary~~*
*delete whichever is not applicable
DARREN WEAVER
.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

Share Sale Deed

Annexure A: Seller details

Item 1: Name	Silverlight Holdings Pty Ltd
Item 2: ACN	136 599 169
Item 3: Address	25 Franklin Street, Leederville, WA 6007
Item 4: Email	[REDACTED]
Item 5: Attention	Oliver Cairns
Item 6: Number of Sale Shares	3,800,000
Item 7: Seller's Bank Account	[REDACTED] [REDACTED] [REDACTED]

Share Sale Deed

Dated 9 September 2019

The person specified in item 1 of Annexure A (Seller)

Warburton Portfolio Pty Ltd ACN 633 302 717 (Buyer)

Share Sale Deed

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Share Sale Deed

Details

Parties	Seller and Buyer	
Seller	Name	As specified in item 1 of Annexure A
	ACN	As specified in item 2 of Annexure A
	Address	As specified in item 3 of Annexure A
	Email	As specified in item 4 of Annexure A
	Attention	As specified in item 5 of Annexure A
Buyer	Name	Warburton Portfolio Pty Ltd
	ACN	633 302 717
	Address	Level 2, 1 Station Street, Cottesloe WA 6011
	Email	darren.weaver@wgpl.biz with a copy to victoria.butler@wgpl.biz
	Attention	Darren Weaver (Chief Executive Officer) and Victoria Butler (General Counsel)
Recital	Seller has agreed to sell, and Buyer has agreed to buy, the Sale Shares on the terms, and subject to the conditions, of this deed.	
Governing law	Western Australia	
Date of deed	See signing page	

Share Sale Deed

General terms

1 Interpretation

1.1 Definitions

These meanings apply in this deed unless the contrary intention appears:

Business Day means a day other than a Saturday, Sunday or public or bank holiday in Perth, Western Australia.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Galena Mining Limited ABN 63 616 317 778.

Completion means the completion of the sale and purchase of the Sale Shares in accordance with clause 3.

Completion Date means the date on which Completion occurs.

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

Details means the section of this deed headed "Details".

Encumbrance means:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or flawed deposit arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) third party right or interest or any right arising as consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

Government Agency means any government, governmental, semi-governmental, administrative, fiscal, judicial or quasi judicial body, department, commission, authority, tribunal, agency or entity.

Issuer Sponsored Subregister has the meaning given in section 2 of the operating rules of ASX Settlement Pty Limited (ABN 008 504 532).

Purchase Consideration has the meaning given in clause 2.2.

Purchase Price means \$0.32 per Share.

Register means the share register of the Company.

Related Body Corporate has the meaning given in the Corporations Act.

Representative of a person means an officer, director, employee or adviser of that person.

Sale Shares means the number of Shares specified in item 6 of Annexure A.

Seller's Bank Account means the bank account specified in item 7 of Annexure A.

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

1.2 References to certain general terms

Unless the contrary intention appears, a reference in this deed to:

- (a) **(variations or replacement)** a document (including this deed) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in, or annexure or schedule to, this deed;
- (c) **(reference to statutes)** except in the definitions of "Related Body Corporate", a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (l) **(time of day)** to time is a reference to Perth, Western Australia time; and
- (m) **(dollars)** Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia.

1.3 Next day

If an act under this deed to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day.

1.4 Next Business Day

If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

1.5 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

2 Sale and purchase of Sale Shares

2.1 Sale and purchase

On Completion, Seller must sell, and Buyer must buy, each Sale Share for the Purchase Price free from all Encumbrances.

2.2 Purchase Consideration

The consideration payable by Buyer to Seller for the sale and purchase of the Sale Shares is the Purchase Price multiplied by the number of Sale Shares (Purchase Consideration).

3 Completion

3.1 Time and place of Completion

Completion will take place at 9.00am on 9 September 2019 at the offices of the Company or any other time and place agreed by the parties..

3.2 Buyer's obligations at Completion

At Completion, Buyer must pay the Purchase Consideration to the Seller's Bank Account, or such other bank account as otherwise directed in writing by Seller, in immediately available funds.

3.3 Seller's obligations at Completion

At Completion, Seller must:

- (a) deliver to Buyer a completed share transfer form for the Sale Shares in favour of Buyer as transferee, duly executed by Seller as transferor;
- (b) deliver holding statements and security holder reference numbers in respect of all of the Sale Shares; and
- (c) otherwise do all things reasonably necessary, including executing all documents and providing evidence thereof to the satisfaction of Buyer, to facilitate the registration of the transfer and the recording of Buyer as the holder of the Sale Shares in the Register.

3.4 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under clauses 3.2 and 3.3 are interdependent and must be performed, as nearly as possible, simultaneously;
- (b) all actions required to be performed under clauses 3.2 and 3.3 will be taken to have occurred simultaneously on the Completion Date;
- (c) if any action required to be performed under clauses 3.2 or 3.3 is not performed at Completion then, at the election of the party to whom the obligation is owed and without prejudice to the rights available to any party as a consequence, Completion is taken not to have occurred, there is no obligation on any party to undertake or perform any of the other actions and to the extent that such actions have been undertaken, the parties must do everything reasonably required to reverse those actions (including the returning of documents delivered to a party and repayment of funds received by a party).

4 Warranties

4.1 Seller Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and beneficial owner of the Sale Shares;
- (b) Buyer will acquire the full legal and beneficial ownership of the Sale Shares free and clear of all Encumbrances, subject to registration of Buyer in the Register;
- (c) all of the Sale Shares are held on the Issuer Sponsored Subregister of the Company;
- (d) it has full and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (e) this deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (f) this deed does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (g) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this deed subject to its terms; and
- (h) the execution, delivery and performance of this deed:
 - (i) complies with its constituent documents; and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this deed.

4.2 Buyer Warranties

Buyer represents and warrants to Seller that:

- (a) it has full and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
- (b) this deed constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;
- (c) this deed does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (d) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this deed subject to its terms; and
- (e) the execution, delivery and performance of this deed:
 - (i) complies with its constituent documents; and
 - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this deed.

4.3 Repetition of representations and warranties

The representations and warranties given in this clause 4 are regarded as repeated at Completion with regard to the facts and circumstances then subsisting.

4.4 Reliance

- (a) Seller acknowledges that Buyer has entered into this deed in reliance on the warranties given by Seller in clause 4.1.
- (b) Buyer acknowledges that Seller has entered into this deed in reliance on the warranties given by Buyer in clause 4.2.

5 Confidentiality

5.1 Confidentiality obligations

Subject to clause 5.2:

- (a) no party may disclose the provisions of this deed, the terms on which the Sale Shares are being transferred or any information received as part of or in relation to this deed (**Confidential Information**) without the prior written consent of the other party;
- (b) no party may use any Confidential Information except for the purpose of performing its obligations under the agreement or as otherwise required by law; and

-
- (c) each party must ensure that its Representatives comply in all respects with this clause 5.1 as if the Representative was a "party" as referenced in this clause 5.1.

5.2 Exceptions

- (a) A party and any Related Body Corporate of a party may disclose Confidential Information:
- (i) to its directors, officers, employees, agents, advisers and financiers and to the legal advisers to its advisers or financiers who require the information for the purposes of this deed; or
 - (ii) as required by:
 - (A) applicable law or order of any court;
 - (B) any recognised stock exchange on which its shares or the shares of any related corporation are listed; or
 - (C) any applicable accounting standards,but to the extent practicable, must consult with the other party before making the disclosure and use reasonable endeavours to agree on the form and content of the disclosure.
- (b) Seller acknowledges that Buyer will be required to give to the Company, within 2 Business Days of signing this deed, a change in substantial holding notice attaching a copy of this deed (for release by the Company on the ASX Markets Announcement Platform) in accordance with section 671B of the Corporations Act (Change in Substantial Holding Notice). Seller acknowledges and agrees that:
- (i) disclosure of the Change in Substantial Holding Notice is permitted under section 5.2(a)(ii)(A);
 - (ii) Buyer will not need to consult with Seller in relation to the form and content of the Change in Substantial Holding Notice; and
 - (iii) clauses 6.1 and 6.2 do not apply to the Change in Substantial Holding Notice.

6 Announcements

6.1 Public announcements

Subject to clause 5.2(b), neither party may, before or after Completion, make or send a public announcement, communication or circular concerning the transactions referred to in this deed unless it has first provided the other party with a draft of the announcement, communication or circular and obtained the written consent of the other party, which consent is not to be unreasonably withheld or delayed.

6.2 Public announcements required by law

Subject to clause 5.2(b), clause 6.1 does not apply to a public announcement, communication or circular required by law or a regulation of a stock exchange, if the party required to make or send it has:

- (a) to the extent practicable, provided the other party with sufficient notice to enable it to seek a protective order or other remedy; and
- (b) provided all assistance and co-operation that the other party considers necessary (acting reasonably) to prevent or minimise that disclosure.

7 Costs and duty

7.1 Costs and expenses

Buyer and Seller agree to pay their own legal costs and other costs and expenses in connection with the negotiation, preparation, execution, delivery, and completion of this deed, except for duty.

7.2 Duty

Buyer agrees to pay all duty (including fines and penalties) chargeable, payable or assessed in relation to this deed and the transfer of the Sale Shares to Buyer.

8 GST

8.1 Construction

In this clause 8:

- (a) subject to paragraph (b), words and expressions which are not defined in this deed but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) GST has the meaning given to it in GST Law and in addition includes amounts payable by way of interest and penalties on the primary GST liability;
- (c) GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*; and
- (d) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

8.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST.

8.3 Payment of GST

If GST is payable on any supply made by a party (or any entity through which that party acts) (Supplier) under or in connection with this deed, the recipient will pay to the Supplier an amount equal to the GST payable on the supply.

8.4 Timing of GST payment

The recipient will pay the amount referred to in clause 8.3 in addition to and at the same time that the consideration for the supply is to be provided under this deed.

8.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under clause 8.3. The recipient can withhold payment of the amount until the Supplier provides a tax invoice or an adjustment note, as appropriate.

8.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this deed, the amount payable by the recipient under clause 8.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

8.7 Reimbursements

Where a party is required under this deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

8.8 No merger

This clause 8 does not merge on the completion or termination of this deed or on the transfer of the property supplied under this deed.

9 Notices

Notices and other communications in connection with this document must be in writing. They must be sent to the address or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

10 Miscellaneous

10.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this deed expressly states otherwise.

10.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

10.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

10.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

10.5 Conflict of interest

The parties' rights and remedies under this deed may be exercised even if it involves a conflict of duty or a party has a personal interest in their exercise.

10.6 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

10.7 Rights and obligations are unaffected

Rights given to the parties under this deed and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

10.8 Variation and waiver

Save as expressly provided in this deed, a provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

10.9 No merger

The warranties, undertakings and indemnities in this deed do not merge and are not extinguished on Completion.

10.10 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it.

10.11 Entire agreement

This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

10.12 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this deed or any part of it.

11 Governing law

- (a) This deed is governed by the law in force in the place specified in the Details.
- (b) Each party irrevocably submits to the non exclusive jurisdiction of courts exercising jurisdiction in the place specified in the Details and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

12 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed will be the date of the deed.

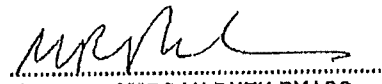
EXECUTED and delivered as a deed

Share Sale Deed

Signing page

DATED: 9/9/ 2019

EXECUTED by VALIANT EQUITY
MANAGEMENT PTY LTD in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by
authority of its director:)


Signature of MEGAN RUTH BYASS
who states that they are the sole
director and sole company secretary of
VALIANT EQUITY MANAGEMENT
PTY LTD

EXECUTED by WARBURTON
PORTFOLIO PTY LTD in accordance
with section 127(1) of the *Corporations
Act 2001* (Cth) by authority of its
directors:)

.....
Signature of director)

.....
Signature of director/company
secretary*
*delete whichever is not applicable

.....
Name of director (block letters))

.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

Share Sale Deed


Signing page

DATED: 09/09 2019

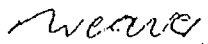
EXECUTED by VALIANT EQUITY)
MANAGEMENT PTY LTD in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by)
authority of its director:)

.....
Signature of MEGAN RUTH BYASS
who states that they are the sole
director and sole company secretary of
VALIANT EQUITY MANAGEMENT
PTY LTD

EXECUTED by WARBURTON)
PORTFOLIO PTY LTD in accordance)
with section 127(1) of the *Corporations*)
Act 2001 (Cth) by authority of its)
directors:)


.....
Signature of director)

Timothy Andrew Roberts)
.....
Name of director (block letters))


.....
Signature of director/~~company~~
~~secretary~~*
*delete whichever is not applicable
DARREN WEAVER
.....
Name of director/~~company secretary~~*
(block letters)
*delete whichever is not applicable

Share Sale Deed

Annexure A: Seller details

Item 1: Name	Valiant Equity Management Pty Ltd
Item 2: ACN	122 958 614
Item 3: Address	19 Hornsey Road, Floreat, WA 6014
Item 4: Email	[REDACTED]
Item 5: Attention	Adrian Byass
Item 6: Number of Sale Shares	5,050,000
Item 7: Seller's Bank Account	[REDACTED] [REDACTED] [REDACTED]