

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**To Company Name/Scheme **GALENA MINING LIMITED**

ACN/ARSN 616 317 778

1. Details of substantial holder (1)Name **GALENA MINING LIMITED**ACN/ARSN (if applicable) **616 317 778**

The holder became a substantial holder on 09/09/2019

2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	75,100,000	75,100,000	19.99%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Galena Mining Limited	Galena Mining Limited has a deemed relevant interest under section 608(1)(c) of the Corporations Act 2001 (Cth), arising from the restriction on the disposal of shares under the Restriction Deeds as referenced in Galena Mining Limited's announcement dated 9 September 2019. See the Annexure for a copy of the pro-forma Restriction Deed. Galena Mining Limited has no right to acquire or dispose of these shares, or to control the voting rights attaching to these shares.	75,100,000 Ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Galena Mining Limited	Valiant Equity Management Pty Ltd	Valiant Equity Management Pty Ltd	1,950,000 ordinary shares
Galena Mining Limited	Kiandra Nominees Pty Ltd	Kiandra Nominees Pty Ltd	2,450,000 ordinary shares
Galena Mining Limited	Silverlight Holdings Pty Ltd	Silverlight Holdings Pty Ltd	4,450,000 ordinary shares

Galena Mining Limited	Bloomgold Resources Pty Ltd	Bloomgold Resources Pty Ltd	66,250,000 ordinary shares
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5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

No consideration was paid by Galena Mining Limited. Galena Mining Limited has not right to acquire the shares that are subject to the escrow arrangements.

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

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

7. Addresses

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

Name	Address
Galena Mining Limited	Level 11, 216 St Georges Terrace, Perth WA 6000

Signature

print name **Alexander Molyneux** capacity **Managing Director**

sign here  Date 11-09-2019

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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.
- (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) 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 of 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.

ANNEXURE "A" – RESTRICTION DEED

This is annexure "A" of 17 pages referred to in Form 603 "Notice of Initial Substantial Holder". This annexure sets out the form of restriction deed entered into by holders as identified in paragraph 4 of Form 603.

DATE 11 September 2019

Signed for and on behalf of
Galena Mining Limited
ACN 616 317 778

by

sign here →



print name

Alexander Molyneux

Restriction Deed

Galena Mining Limited ACN 616 317 778 (**Company**)

The person specified in item 1 of Annexure A (**Holder**)

Any controller whose details are specified in item 7 of Annexure A
(**Controller**)

King & Wood Mallesons

Level 30
QV.1 Building
250 St Georges Terrace
Perth WA 6000
Australia
T +61 8 9269 7000
F +61 8 9269 7999
DX 210 Perth
www.kwm.com

Restriction Deed

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Restriction Deed

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Restriction Deed

Details

Parties	Company, Holder and Controller	
Company	Name	Galena Mining Limited
	ACN	616 317 778
	Address	London House, Level 11 216 St Georges Terrace Perth WA 6000
	Email	alex@galenamining.com.au
	Attention	Alexander Molyneux
Holder	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
Controller	Name	As specified in item 7 of Annexure A
	Address	As specified in item 7 of Annexure A
	Email	As specified in item 7 of Annexure A
	Attention	As specified in item 7 of Annexure A
Recitals	A	The Holder is a shareholder of the Company.
	B	The Holder voluntarily agrees to hold the Restricted Securities pursuant and subject to the terms of this deed.
	C	The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant and subject to the terms of this deed.
Governing law	Western Australia	
Date of deed	See signing page	

Restriction Deed

General terms

1 Definitions and interpretation

1.1 Definitions

ASX means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the operating rules of ASX Settlement Pty Limited (ABN 49 008 504 532).

Board means the board of directors of the Company.

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

Controlled Entity means any company, fund or other entity under the full and effective control of the Holder.

Controller means a person who has a substantial interest in the equity of the Holder, or a substantial economic interest in the Restricted Securities, and each intermediate entity through which that interest occurs.

Controller Interests means all legal, beneficial, economic or other interests in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 7 of Annexure A.

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

Deal means:

- (a) sell, assign, transfer or otherwise dispose (including to “dispose” as defined in the ASX Listing Rules) of;
- (b) offer to sell, assign, transfer or otherwise dispose (including to “dispose” as defined in the ASX Listing Rules) of;
- (c) enter into any option which, if exercised, enables or requires the Holder to sell, assign, transfer or otherwise dispose of;
- (d) create or agree to create or permit to be created any Security Interest in; or
- (e) agree (or agree to offer) to do any of the things in paragraphs (a) to (d) above,

and **Dealing** has a corresponding meaning.

Effective Date means the date of this deed.

Escrow Period means the period commencing on the Effective Date and ending on the date that is 12 months after the Effective Date.

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given in section 2 of the ASX Settlement Operating Rules.

PPSA Security Interest means a “security interest” within the meaning of the *Personal Property Securities Act 2009* (Cth).

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

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities including, any retention of title; or
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to:

- (c) any agreement to grant or create any of the above; and
- (d) a PPSA Security Interest.

Scheme means a merger or an acquisition of share capital being implemented by way of scheme of arrangement under Part 5.1 of the Corporations Act.

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

Takeover Bid means a takeover bid for some or all Shares under Chapter 6 of the Corporations Act.

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)** 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.

1.6 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Holder restrictions

Subject to clause 3, during the Escrow Period, the Holder agrees that it will not:

- (a) Deal with;
- (b) Deal in any interest (including any legal, beneficial or economic interest) or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest (including any legal, beneficial or economic interest) or right in respect of,

any or all of the Restricted Securities, except as permitted by clause 3.

2.2 Controller restrictions

Subject to clause 3, during the Escrow Period, a Controller must not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Controller Interests;
- (b) create, or agree or offer to create, any Security Interest in the Controller Interests; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Controller Interests.

2.3 Escrow restrictions and Holding Lock

The parties acknowledge and agree that:

- (a) **(registration)** the Restricted Securities will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) **(Holding Lock)** the Company will apply a Holding Lock on the Restricted Securities as soon as practicable after the Effective Date and the Holder agrees to the application of the Holding Lock; and
- (c) **(release)** the Company will do all things necessary to ensure that the Holding Lock is released:
 - (i) to the extent necessary to permit Dealings of the Restricted Securities permitted by this deed; and

- (ii) in full at the conclusion of the Escrow Period,

including notifying the ASX that the Restricted Securities will be released from escrow, in accordance with the timing requirements set out in ASX Listing Rule 3.10A and in order to permit the above releases.

2.4 Notice to the Company

If the Holder or, if applicable, a Controller becomes aware:

- (a) that any action, event or circumstance referred to in clause 2.1 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 2.1 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

3 Exceptions to escrow restrictions

3.1 Dividends and voting rights

The parties agree that except as expressly provided in clause 2, the terms of this deed will have no effect on any rights of the Holder to receive dividends, a return of capital or other distribution attaching to the Restricted Securities or to exercise voting rights in respect of the Restricted Securities.

3.2 Takeovers, mergers and reorganisations

Clause 2.1 will cease to apply to the extent necessary to allow:

- (a) **(Takeover Bid)** the Holder to accept an offer made under a Takeover Bid for any of its Restricted Securities, provided that:
 - (i) without limiting clause 3.2(a)(ii), holders of not less than 50% of Shares have accepted the Takeover Bid; or
 - (ii) the Takeover Bid is unconditional (or conditional only on "prescribed occurrences" of the kind referred to in s652C(1)(d) of the Corporations Act) or all conditions to the Takeover Bid have been satisfied or waived;
- (b) **(Bid acceptance facility)** the Holder to tender any of its Restricted Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of Shares have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; or
- (c) **(Scheme)** the Restricted Securities to be transferred or cancelled in accordance with a Scheme which has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Restricted Securities are not transferred or cancelled in accordance with a Takeover Bid (including because the Takeover Bid does not become unconditional) or Scheme described in clauses 3.2(a) or 3.2(c), then the Holder and all Controllers (if any) agree that the restrictions applying to the Restricted Securities under this deed (including under clause 2.1)

will continue to apply and without limiting the foregoing, the Holding Lock will be re-applied to all Restricted Securities not so transferred or cancelled.

3.3 Other exceptions

Clause 2.1 will cease to apply to the extent necessary to allow a Dealing in Restricted Securities:

- (a) **(applicable laws)** pursuant to any applicable laws (including an order of a court of competent jurisdiction);
- (b) **(equal buy-backs and capital returns)** to allow the Holder to participate in an equal access share buyback or an equal capital return or other similar pro-rata reorganisation; or
- (c) **(Controlled Entity)** to any Controlled Entity, provided that the transfer is made off-market and the transferee of the Restricted Securities has undertaken to the Company to be bound by a deed containing restrictions and provisions consistent with those contemplated in this deed in respect of the Restricted Securities (including an undertaking that if the transferee ceases to be a Controlled Entity during the Escrow Period for any reason, then at the Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder).

4 Termination

This deed terminates with immediate effect and without the action of any party at the end of the Escrow Period.

5 Warranties and acknowledgement

5.1 Giving of warranties

Each of the warranties and representations in this clause 5 is given by the Holder and, if applicable, the Controllers in favour of the Company:

- (a) as at the date of this deed, unless a later date is specified in clause 5.2; and
- (b) from the applicable date under clause 5.1(a), at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Restricted Securities from time to time during the period from the date of this deed until the end of the Escrow Period.

5.2 Holder (and Controller) warranties and representations

Each of the Holder and, if applicable, each of the Controllers jointly and severally warrants and represents the following:

- (a) prior to the Escrow Period it has not done (and will not do), or omitted to do (or will not omit to do), any act which would result in a breach of clause 2.1 of this deed during the Escrow Period;
- (b) on and from the Effective Date, the Holder will hold the Restricted Securities set out in item 6 of Annexure A and, if applicable, the

Controller will hold the Controller Interests set out in item 8 of Annexure A;

- (c) on and from the Effective Date, the Restricted Securities and the Controller Interests (if any) will be free from all Security Interests and other third party interests or rights;
- (d) the Restricted Securities specified in item 6 of Annexure A are all the Shares, economic interests or other interests that the Holder has (directly or indirectly) in the Company as at the Effective Dates;
- (e) the interests specified in item 8 of Annexure A are all the securities, economic interests or other interests in the Holder or the Restricted Securities in which the Controller has (or the Controllers have) an interest;
- (f) no person (other than the Holder or, if applicable, the Controller) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (g) if item 7 of Annexure A indicates there is no Controller, there is no Controller and there are no Controller Interests;
- (h) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or, if applicable, the Controller has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (i) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (j) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (k) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents, if any, (or, if the Holder or, if applicable, the Controller is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder or, if applicable, the Controller; and
- (l) if the Holder or, if applicable, the Controller is a Trustee:
 - (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
 - (ii) the Trustee has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Trustee has not

released or disposed of its equitable lien over those Trust assets; and

- (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Survival of warranties and representations

The warranties and representations in this clause 5 survive the termination of this deed.

6 Consequences of breaching this deed

6.1 Enforcement

If the Holder or, if applicable, a Controller breaches this deed or the Company believes that a prospective breach of this deed may occur, each of the following applies:

- (a) the Company may take the steps necessary to enforce the document, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
- (b) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer of or other Dealing in any of the Restricted Securities.

6.2 Damages

The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder (and, if applicable, a Controller) and the Holder and, if applicable, the Controllers agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's and, if applicable, the Controllers' obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.

7 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.

8 Miscellaneous

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 Invalid or unenforceable provisions

If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) it does not affect the validity or enforceability of:
 - (i) that provision in another jurisdiction; or
 - (ii) the remaining provisions.

8.1 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.

8.2 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

8.3 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.

8.4 No merger

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

8.5 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.

8.6 PPSA further steps

If the Company determines that this deed results in the creation of a PPSA Security Interest, the Holder and, if applicable, the Controllers agree to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Company reasonably asks and considers necessary for the purposes of:

- (a) ensuring that the PPSA Security Interest is enforceable, perfected and otherwise effective;
- (b) enabling the Company to apply for any registration, or give any notification, in connection with the PPSA Security Interest so that the PPSA Security Interest has the priority required by the Company; and
- (c) enabling the Company to exercise rights in connection with the PPSA Security Interest.

8.7 Assignment

The Holder must not transfer, assign, create an interest in, or deal in any other way with, any of its rights or obligations under this deed without the prior written consent of the other parties.

8.8 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.

8.9 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.

8.10 Governing law

This deed is governed by the laws in force in the place specified in the Details.

9 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

Signing page

DATED: _____ 2019

COMPANY

EXECUTED by **GALENA MINING**)
LIMITED 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

HOLDER

EXECUTED by [**HOLDER**] 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

CONTROLLER

SIGNED, SEALED AND DELIVERED)
by **[CONTROLLER]**)
in the presence of:)
)
.....)
Signature of witness)
)
.....)
Name of witness (block letters))

.....
Signature of **[CONTROLLER]**

Annexure A: Party details

Item 1: Name	
Item 2: ACN (if applicable)	
Item 3: Address	
Item 4: Email	
Item 5: Attention	
Item 6: Number of Restricted Securities	
Item 7: Controllers (if any)	Name: Address: Email: Attention:
	Name: Address: Email: Attention:
Item 8: Controller Interests (if any)	Controller 1 (if any): Controller 2 (if any):