

SANTANA

MINERALS LIMITED



ACN 161 946 989

SHARE PURCHASE PLAN

**SHARE PURCHASE PLAN ISSUE TO ALL ELIGIBLE SHAREHOLDERS WHO
ARE REGISTERED AS AT 7.00PM (AEST) ON MONDAY 14 SEPTEMBER 2015**

TO RAISE UP TO \$550,000

AT AN ISSUE PRICE OF \$0.013 PER SHARE

THIS OFFER IS NOT UNDERWRITTEN

Important Notice

This is an important document and should be read in its entirety.
If you are in doubt as to how to proceed, you should consult your stockbroker, legal or
licensed financial adviser immediately.

The securities offered by this Share Purchase Plan should be considered speculative.

THIS OFFER CLOSSES AT 5.00 PM AEST ON MONDAY 5 OCTOBER 2015

THIS PAGE INTENTIONALLY LEFT BLANK

LETTER FROM THE CHAIRMAN

17 September 2015

Dear Fellow Shareholders

Share Purchase Plan

Santana Minerals Limited (**'Santana'**) invites you to participate in the Santana Share Purchase Plan (**'the SPP'**) Offer (**'the SPP Offer'**). Under the SPP Offer, you may subscribe for up to A\$15,000 worth of fully paid shares in Santana free of brokerage and commission.

Funds raised will be used to advance exploration and drill targets at the Cuitaboca silver/gold/polymetallic Project in Sinaloa, Mexico, to advance and maintain the Namiquipa silver/lead/zinc Project in Chihuahua, Mexico, to fund target generation activities and for working capital purposes.

The SPP affords eligible shareholders an opportunity to participate at a relatively low historical share price, should they elect to do so.

Under the SPP Offer, a maximum of approximately 42,307,692 shares will be issued at a price of \$0.013 to raise up to \$550,000. Santana reserves the right to scale back the maximum participation amount per shareholder if the total demand exceeds \$550,000 and notes that allocation of shares will be on a "first-come, first-served basis". The SPP Offer closes on 5 October 2015.

The SPP Offer price of the shares represents a 13% discount to the volume weighted average price (VWAP) of Santana shares traded on the ASX over the last 5 trading days prior to the SPP Offer announcement (15 September 2015).

The right to participate in the SPP Offer is available exclusively to shareholders who were registered as holders of fully paid ordinary shares in Santana on 14 September 2015 and whose registered address is in Australia or New Zealand.

Details of the SPP Offer are set out in the enclosed SPP Offer Terms and Conditions. The Directors encourage you to read the Terms and Conditions carefully and in their entirety before deciding whether or not to participate in the SPP Offer.

Sincerely,
SANTANA MINERALS LIMITED



Norman Seckold
CHAIRMAN

SHARE PURCHASE PLAN ('SPP') OFFER ('SPP OFFER')

TERMS AND CONDITIONS

This document sets out the terms and conditions of the Santana Minerals Limited (**Santana**) Share Purchase Plan. It is binding on any shareholder completing the SPP Offer Application Form (**Application Form**) or making a payment under the SPP Offer by BPay®.

1. THE OFFER

The SPP Offer is an invitation to subscribe up to a maximum amount of \$15,000 for fully paid ordinary shares in Santana (**Shares**) at \$0.013 per share under one of the following offers:

Subscription Amount	Number of Shares
\$15,000	1,153,846
\$12,500	961,538
\$10,000	769,230
\$7,500	576,923
\$5,000	384,615
\$2,500	192,307
\$1,000	76,923

No brokerage or other transaction costs are payable by participants in the SPP. You pay the issue price per Share and any fees or charges incurred by you in completing the Application Form, for example, bank fees or fees of professional advisers.

You may apply for any one of these parcels of Shares by completing the Application Form. You may choose not to participate, in which case you need not do anything. The Offer to each Eligible Shareholder (see **Clause 4** below) is made on the same terms and conditions. You cannot transfer your right to purchase Shares under the SPP Offer to anyone else.

2. ISSUE PRICE

The issue price for each Share under the Offer is \$0.013 which represents a 13% discount to the volume weighted average market price (VWAP) for Santana's shares calculated over the last 5 days on which sales in the shares were recorded before the Offer was announced on 15 September 2015.

3. IMPORTANT DATES

The important dates are:

Record Date	7.00pm AEST on 14 September 2015
Opening Date of Offer	9.00am AEST on 17 September 2015
Closing Date of Offer	5.00pm AEST on 5 October 2015
Allotment Date	8 October 2015
Dispatch date for holding statements	9 October 2015
Quotation of New Shares on ASX	9 October 2015

Dates are indicative and may change at the discretion of the Directors. No late applications can be accepted.

4. ELIGIBILITY

You are eligible to apply for Shares if your registered address in Santana's register of members is in Australia or New Zealand and you were registered or taken to be registered as a holder of fully paid ordinary shares in Santana as at 7.00pm AEST on 14 September 2015.

The Directors have determined that it is not practical for holders of shares with registered addresses in jurisdictions other than Australia and New Zealand to participate in the SPP Offer. If you hold shares on behalf of another person resident outside Australia or New Zealand, it is your responsibility to ensure that any acceptance is in compliance with all applicable foreign laws.

The SPP Offer is made subject to and in accordance with the requirements of ASIC Class Order [CO 09/425]. That Class Order grants relief from the requirement to prepare a prospectus for the offer of Shares under the SPP. In particular it limits the participation of each eligible shareholder to Shares to the application value of \$15,000. This applies even if you receive more than one SPP Offer and Santana reserves the right to reject any application it believes is not compliant with this requirement. A trustee or nominee who holds shares on Santana's register on behalf of more than one beneficiary may, in respect of each such beneficiary, apply under the SPP Offer for Shares with a subscription price of up to \$15,000. For the purposes of this acceptance, the beneficiary is deemed to be the registered holder of the relevant securities.

Optionholders who did not exercise their options prior to the Record Date are not eligible to participate in relation to those options.

5. PAYMENT FOR THE SHARES

All amounts in this SPP Offer are expressed in Australian dollars. Payment is to be made as outlined below only, please do not forward cash.

BPAY®: You may pay for the Shares via BPAY® by using the personalised reference number shown on your enclosed Application Form which is required to identify your holding. If you make your payment using BPAY® you do not need to return your Application Form. By paying by BPAY® you will be deemed to have completed an Application Form for the number of Shares the subject of your payment. New Zealand holders will not be able to make a payment using BPAY®.

Cheque: Alternatively, you may pay by cheque, bank draft or money order in which event you must return your Application Form to the address indicated on that form together with a cheque, bank draft or money order in Australian dollars for the correct amount drawn on an Australian bank and made payable to '**Santana Minerals Limited**'.

Receipts for payment will not be issued.

If you pay an incorrect amount Santana reserves the right to vary your application, or to return some or all of your payment, or both, as it deems appropriate in its sole discretion. Santana may round the payment down to the lower appropriate amount and return the unused funds. Any applications for less than \$1,000 will be returned. Santana may otherwise determine that your application is invalid or defective. No interest will be paid on any refunds made for any reason.

By making payment via BPAY® or forwarding a cheque, bank draft or money order and the completed Application Form, you:

- (a) irrevocably and unconditionally agree to these terms and conditions and agree not to do any act or thing which would be contrary to the spirit, intention or purpose of the SPP;
- (b) agree to accept any lesser number of Shares than the number of Shares applied for;
- (c) certify that the aggregate of the application price for:
 - (i) the Shares the subject of the application; and
 - (ii) any other shares in the class applied for under the SPP or any shares in the class issued under a similar arrangement in the 12 months before the application;
 - (iii) any other shares in the class which the holder has instructed a Custodian to acquire on their behalf under the SPP; and
 - (iv) any other shares in the class issued to a Custodian under an arrangement similar to the SPP in the 12 months before the application as a result of an instruction given by the holder to the Custodian or another Custodian and which resulted in the holder holding beneficial interests in the shares,

does not exceed \$15,000;

- (d) agree to be bound by Santana's constitution in respect of Shares issued under the SPP;
- (e) accept that you will not be able to withdraw or revoke your application once it has been sent to Santana or payment has been made by you via BPAY®;
- (f) authorise Santana (and its officers or agents) to correct any error or omission in your Application Form and to complete the Application Form by the insertion of any missing details;
- (g) acknowledge that Santana may at any time determine that your Application Form is valid, in accordance with these terms and conditions, even if the Application Form is incomplete, contains errors or is otherwise defective;
- (h) accept the risk associated with any refund that may be sent to you by cheque to your address shown on Santana's register of members;
- (i) acknowledge that you are responsible for any dishonour fees or other costs Santana may incur in presenting a cheque for payment which is dishonoured;
- (j) acknowledge that neither Santana nor Link Market Services Pty Ltd has provided you with investment advice or financial product advice, and that neither has any obligation to provide this advice, concerning your decision to apply for and buy Shares;
- (k) acknowledge that Santana is not liable for any exercise of its discretion referred to in these terms and conditions; and

certify that your acceptance of an offer under the SPP will not result in any person breaching section 606 of the Corporations Act.

6. APPLICATION FOR SHARES

Santana reserves the right in its absolute discretion to reject any application for Shares to the extent that it considers that the application (whether alone or in conjunction with other applications) does not comply

with these terms and conditions or for any other reason. If an application is refused, the application monies received will be refunded without interest.

Santana may, in its absolute discretion, undertake a scale-back to the extent and in the manner it sees fit. Any scale-back will be announced on the allotment date. If there is a scale-back, a shareholder may not receive any or all of the Shares for which it applied.

If Santana undertakes a scale-back, the difference between the allocation amount (being the number of Shares actually allotted multiplied by the issue price) and the application amount paid to Santana by the applicant will be refunded (without interest) by cheque and mailed to the applicant's registered address as soon as possible after the allotment date.

7. RIGHTS ATTACHING TO SHARES

The rights and obligations of the Shares are contained in the constitution of Santana (which can be viewed on the company's website and is also available for inspection at the registered office of Santana during the period of the Offer). The Shares will be issued on the same terms as all other ordinary shares in Santana and Santana will apply for the Shares to be quoted on ASX on the business day after the day on which the issue is made.

If the Shares are not to be quoted on ASX, the Shares will not be issued and application funds will be refunded without interest.

8. ALLOTMENT OF SHARES

The Shares will be allotted as soon as possible after the Closing Date. Santana will send or cause to be sent to you a holding statement in due course.

9. OFFERS UNDER THE SPP

Santana may make more than one invitation to acquire Shares under the SPP in any 12 month period. Shareholders will not be able to acquire Shares to a value exceeding \$15,000 pursuant to the SPP in any 12 month period. Santana may amend the terms of the SPP to provide for different terms to apply to different invitations. Santana may terminate the SPP at any time. Notice of invitations, the terms of invitations and termination of the SPP will be provided to ASX, although failure to give notice will not invalidate the event.

10. APPLICATION OF SPP

Santana may act or omit to act in relation to the SPP (including applying the terms of the SPP) in its absolute discretion. Santana may settle any difficulty or question of fact or interpretation in relation to the SPP in any manner it thinks fit, whether generally or in relation to any participant, application or Share. Santana's decision will be conclusive and binding. Santana reserves the right to waive strict compliance with the terms of the SPP. The Directors of Santana or any delegate of them may exercise the powers of Santana under the terms of the SPP.

11. RISK

Subscription under the SPP is a speculative investment and the market price of Shares may change between the date of the Offer, the date you apply for Shares and the date of issue of Shares to you. Accordingly, the value of Shares applied for may rise or fall.

This Offer is not a prospectus and does not require the types of disclosures required under the Corporations Act. You must rely on your own knowledge of Santana, previous disclosures made by Santana to ASX and, if necessary, consult your professional adviser when deciding whether or not to accept the Offer and participate in the SPP.

12. PRIVACY

By receiving completed Application Forms, Santana collects personal information about shareholders. Santana will use this information for the purposes of processing the Application Form and updating the records of Santana. Unless required by the law, Santana will not disclose the personal information of a shareholder to a third party or use the personal information for another purpose without the consent of the shareholder.

13. GOVERNING LAW

The Offer is governed by the law in force in Queensland. By accepting the Offer, you submit to the non-exclusive jurisdiction of the Courts of Queensland.