

VOLUNTARY ESCROW OF ACQUISITION CONSIDERATION

On 30 August 2021, **Peregrine Gold Limited** (ASX: PGD) (**PGD** or the **Company**) announced that it had completed its acquisition of New Frontier Resources Pty Ltd (the **Acquisition**). The shares issued as consideration for the Acquisition are subject to a 12 month voluntary escrow period pursuant to the terms of voluntary escrow deeds with the Company.

As outlined in ASIC Regulatory Guide 5, the Company is deemed to have a relevant interest under the Corporations Act 2001 (Cth) in the consideration shares until the voluntary escrow period ends. An initial substantial shareholder notice (Form 603) in respect of the Company's deemed relevant interest in the shares is attached.

This ASX Announcement has been authorised for release by Peregrine's Company Secretary.

For further information, please contact:

Lachlan Lynch
Company Secretary
info@peregrinegold.com.au

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Peregrine Gold Limited
ACN/ARSN 644 734 921

1. Details of substantial holder (1)

Name Peregrine Gold Limited
ACN/ARSN (if applicable) 644 734 921

The holder became a substantial holder on 27 August 2021

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	4,500,000	4,500,000	10.70%

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
Peregrine Gold Limited ACN 644 734 921	Deemed relevant interest under section 608(1)(c) of the Corporations Act 2001 (Cth) arising from the restriction on the disposal of shares pursuant to the voluntary escrow deeds between Peregrine Gold Limited and the registered holders in Annexure A.	4,500,000 fully paid 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
Peregrine Gold Limited ACN 644 734 921	African Mango Pty Ltd ACN 622 149 160	African Mango Pty Ltd ACN 622 149 160	4,050,000 fully paid ordinary shares
Peregrine Gold Limited ACN 644 734 921	Mansfield Park Pty Ltd ACN 132 130 735	Mansfield Park Pty Ltd ACN 132 130 735	450,000 fully paid ordinary shares

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:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	

Peregrine Gold Limited ACN 644 734 921	27.08.2021	N/A	N/A	4,050,000 fully paid ordinary shares
Peregrine Gold Limited ACN 644 734 921	27.08.2021	N/A	N/A	450,000 fully paid ordinary shares

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
Peregrine Gold Limited	Level 9, 28 The Esplanade Perth WA 6000
African Mango Pty Ltd	PO Box 437 Moorabbin VIC 3189
Mansfield Park Pty Ltd	224 Broome Street, Cottesloe WA 6011

Signature

print name **Mark Pearce**

capacity **Director**

sign here



date

30/08/2021

Annexure A

Form of Escrow Deeds entered into by the holders set out in paragraph 4 above

This Annexure A referred to in Form 603, Notice of Initial Substantial Holder, attaches the following documents:

- (a) the Voluntary Escrow Deed between Peregrine Gold Limited and African Mango Pty Ltd dated 1 July 2021; and
- (b) the Voluntary Escrow Deed between Peregrine Gold Limited and Mansfield Park Pty Ltd dated 1 July 2021.

Voluntary Escrow Deed

between

Peregrine Gold Limited
ACN 644 734 921
(Company)

and

African Mango Pty Ltd
ACN 622 149 160
(Holder)

This deed is made on

1 July 2021

between **Peregrine Gold Limited** ACN 644 734 921 of Level 9, 28 The Esplanade, Perth WA 6000

(Company)

Address: Level 9, 28 The Esplanade, Perth WA 6000

Email: llynch@apollogroup.com.au

Attention: Company Secretary, Lachlan Lynch

and **African Mango Pty Ltd** ACN 622 149 160 of Unit 42, Ground Floor, 15 Cochranes Rd., Moorabbin, Melbourne VIC 3189

(Holder)

Address: PO BOX 437 Moorabbin VIC 3189

Email: allen@lmttd.com.au

Attention: Allen Sabet

Recitals

- A The Company and the Holder have entered into the Share Sale Agreement pursuant to which the Holder has acquired Shares in the Company.
- B The Holder voluntarily agrees that Shares held by the Holder which are not classified by ASX as Restricted Securities, will be the Escrowed Securities.
- C The parties have agreed to escrow the Escrowed Securities during the Escrow Period on the terms set out in this deed.

Now it is agreed as follows:

1 Definitions and Interpretations

1.1 Definitions

In this deed:

Associate has the meaning given in the Corporations Act;

ASX means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires;

ASX Listing Rules means the official Listing Rules of the ASX as in force from time to time;

ASX Settlement means ASX Settlement Pty Limited ACN 008 504 532;

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

Dispose means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a) granting or exercising an option;
- (b) using an asset as collateral; and

(c) transferring an economic interest;

Escrow Period means the period set out in item 3 of the Schedule;

Escrowed Securities means the securities set out in item 3 of the Schedule (as appropriately adjusted in accordance with the ASX Listing Rules and applicable law for any reorganisation of capital undertaken by the Company);

Holding Lock has the meaning given by section 2 of the ASX Settlement Operating Rules of ASX Settlement;

Performance Shares has the same meaning as is given in the Share Sale Agreement;

Relevant Interest means has the meaning given in the Corporations Act;

Restricted Securities has the same meaning as is given to that term in the ASX Listing Rules;

Schedule means the schedule to this deed;

Share means a share in the Company; and

Share Sale Agreement means the agreement titled 'Share Sale Agreement' between the Company and the Holder dated on or about the date of this deed.

1.2 Interpretation

In this deed:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representative and transferees;
- (c) a reference to time is to legal time in Perth, Western Australia;
- (d) a reference to a day or a month means a calendar day or calendar month; and
- (e) every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Defined terms in the Share Sale Agreement

Unless otherwise defined, capitalised terms in this deed have the same meaning given in the Share Sale Agreement.

2 Escrow Restrictions

2.1 Holder restrictions

During the Escrow Period, the Holder must not

dispose of, or agree or offer to dispose of, any Escrowed Securities except as permitted by clause 3.

2.2 Holding Lock

- (a) The Company will apply a Holding Lock to the Escrowed Securities during the Escrow Period (if the securities are held on an issuer sponsored sub-register) or give notice to ASX Settlement requesting it to apply a Holding Lock during the Escrow Period (if the securities are in a CHESS holding).
- (b) Subject to clause 3, the Holder consents to:

- (i) the Company entering the Escrowed Securities on an issuer sponsored sub-register; and
 - (ii) the application of a Holding Lock on the Escrowed Securities during the Escrow Period.
- (c) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Restrict Escrowed Securities during the Escrow Period other than as permitted under clause 3.

2.3 **No restrictions on voting and distributions and dealings required by law**

For the avoidance of doubt, nothing in this deed prohibits, restricts or otherwise limits the entitlement of the Holder as a shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Securities;
- (b) receive dividends or other distributions in respect of the Escrowed Securities *pari passu* with all other holders of Shares; or
- (c) deal with any or all of the Escrowed Securities if required by law to do so (including by order of a court of competent jurisdiction).

3 **Exceptions to Escrow**

3.1 **Takeovers**

- (a) If a takeover bid (including a proportional takeover bid) is made in accordance with the Corporations Act for all securities in the same class as the Escrowed Securities, the Holder may accept that offer for all or part of the Escrowed Securities or execute an irrevocable undertaking to do so, provided that or conditional on, the takeover bid:
 - (i) is announced;
 - (ii) has become unconditional; and
 - (iii) the person making the takeover bid has a Relevant Interest in 50% or more of the Shares.
- (b) Each party acknowledges and agrees that it has not entered into this deed to construct a defence against a takeover offer.

3.2 **Scheme of arrangement**

The Escrowed Securities may be Disposed of or cancelled pursuant to a compromise or arrangement under Part 5.1 of the Corporations Act upon such compromise or arrangement becoming effective.

3.3 **Equal access share buyback, capital return or capital reduction**

Any or all of the Escrowed Securities may be Disposed of or cancelled as part of an:

- (a) equal access share buyback;
- (b) equal capital return; or
- (c) equal capital reduction,

in each case made in accordance with the Corporations Act.

3.4 **Transfer to Associate**

The Holder may Dispose of any or all of the Escrowed Securities to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Securities; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this deed by the execution of a deed of accession in a form acceptable to the Company.

3.5 **Requirement of applicable law**

The Holder may deal with any or all of the Escrowed Securities as required by applicable law (including an order of a court of competent jurisdiction).

4 **Warranties**

- (a) The Holder represents and warrants to the Company at all times during the Escrow Period;
 - (i) it has the power to enter into and perform this deed and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so;
 - (ii) the Holder has the power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and has taken all necessary corporate action to authorise the entry into and performance of this deed; and
 - (iii) prior to the Escrow Period, it has not done, or omitted to do, any act that would result in it Disposing of the Escrowed Securities such that it will take effect during the Escrow Period.
- (b) A breach of any of these warranties is a breach of this deed.

5 **Consequences of Breaching this Deed**

- (a) If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.
- (b) If the Holder breaches this deed, each of the following applies:
 - (i) the Holder must take the steps necessary to rectify the breach;
 - (ii) the Company may take the steps necessary to enforce this deed;
 - (iii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Escrowed Securities; and
 - (iv) the Company may recover damages from the breaching party, to the extent the Company suffers any Loss as a result of that breach.
- (c) This is in addition to other rights and remedies of the Company.

6 General

6.1 Notices

- (a) Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:
 - (i) delivered or posted to that party at its address set out in the Schedule;
 - (ii) delivered by private courier services if it is sent to a country which is not the resident country of the Company; or
 - (iii) emailed to that party at its email address as set out in the Schedule.
- (b) If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or emailed to the latest address or email address.
- (c) Any notice or communication is to be treated as given at the following time:
 - (i) if delivered, when it is left at the relevant address;
 - (ii) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and
 - (iii) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, one business day after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- (d) However, if any notice or communication is given on a day that is not a business day or after 5:00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

6.2 Amendment

This deed may not be changed or waived without:

- (a) the written consent of all parties to it; and
- (b) where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

6.3 Waiver

The Company may waive at any time any of the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
- (b) in respect of such number of Escrowed Securities,

as the Company determines, by written notice to the Holder.

6.4 Counterparts

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one deed.

6.5 Jurisdiction

The laws of Western Australia apply to this deed. The parties submit to the jurisdiction of the courts of Western Australia.

Schedule

1. Company's name and address

Name: Peregrine Gold Limited
Attention: Company Secretary, Lachlan Lynch
Address: Level 9, 28 The Esplanade, Perth WA 6000
Email address: llynch@apollogroup.com.au

2. Holder's name and address:

Name: African Mango Pty Ltd
Attention: Allen Sabet
Address: PO BOX 437 Moorabbin VIC 3189
Email address: allen@lmtl.com.au

3. Particulars of Escrowed Securities and Escrow Period

Escrowed Securities	Escrow Period
4,050,000 Shares	Means the period commencing on the date the Escrowed Securities are issued to the Holder and ending 12 months after such issue date.
1,035,000 Listed Options	
900,000 Tranche A Performance Shares	
1,350,000 Tranche B Performance Shares	

Executed as a deed

Executed by Peregrine Gold Limited
ACN 644 734 921 in accordance with section
127 of the *Corporations Act 2001* (Cth):



Director

Mark Pearce

Name of Director
BLOCK LETTERS



~~*Director~~/*Company Secretary

Lachlan Lynch

Name of ~~*Director~~/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Executed by African Mango Pty Ltd ACN 622
149 160 in accordance with section 127 of the
Corporations Act 2001 (Cth):



Director

Nabil Allen Sabet

Name of Director
BLOCK LETTERS

~~*Director~~/*Company Secretary

Name of ~~*Director~~/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Voluntary Escrow Deed

between

Peregrine Gold Limited
ACN 644 734 921
(Company)

and

Mansfield Park Pty Ltd
ACN 132 130 735
(Holder)

This deed is made on

1 July 2021

between **Peregrine Gold Limited** ACN 644 734 921 of Level 9, 28 The Esplanade, Perth WA 6000

(**Company**)

Address: Level 9, 28 The Esplanade, Perth WA 6000

Email: llynch@apollogroup.com.au

Attention: Company Secretary, Lachlan Lynch

and **Mansfield Park Pty Ltd** of 224 Broome Street, Cottesloe WA 6011

(**Holder**)

Address: 224 Broome Street, Cottesloe WA 6011

Email: banngao@bigpond.com

Attention: George Merhi

Recitals

- A The Company and the Holder have entered into the Share Sale Agreement pursuant to which the Holder has acquired Shares in the Company.
- B The Holder voluntarily agrees that Shares held by the Holder which are not classified by ASX as Restricted Securities, will be the Escrowed Securities.
- C The parties have agreed to escrow the Escrowed Securities during the Escrow Period on the terms set out in this deed.

Now it is agreed as follows:

1 Definitions and Interpretations

1.1 Definitions

In this deed:

Associate has the meaning given in the Corporations Act;

ASX means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires;

ASX Listing Rules means the official Listing Rules of the ASX as in force from time to time;

ASX Settlement means ASX Settlement Pty Limited ACN 008 504 532;

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

Dispose means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

- (a) granting or exercising an option;
- (b) using an asset as collateral; and

- (c) transferring an economic interest;

Escrow Period means the period set out in item 3 of the Schedule;

Escrowed Securities means the securities set out in item 3 of the Schedule (as appropriately adjusted in accordance with the ASX Listing Rules and applicable law for any reorganisation of capital undertaken by the Company);

Holding Lock has the meaning given by section 2 of the ASX Settlement Operating Rules of ASX Settlement;

Performance Shares has the same meaning as is given in the Share Sale Agreement;

Relevant Interest means has the meaning given in the Corporations Act;

Restricted Securities has the same meaning as is given to that term in the ASX Listing Rules;

Schedule means the schedule to this deed;

Share means a share in the Company; and

Share Sale Agreement means the agreement titled 'Share Sale Agreement' between the Company and the Holder dated on or about the date of this deed.

1.2 Interpretation

In this deed:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representative and transferees;
- (c) a reference to time is to legal time in Perth, Western Australia;
- (d) a reference to a day or a month means a calendar day or calendar month; and
- (e) every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Defined terms in the Share Sale Agreement

Unless otherwise defined, capitalised terms in this deed have the same meaning given in the Share Sale Agreement.

2 Escrow Restrictions

2.1 Holder restrictions

During the Escrow Period, the Holder must not dispose of, or agree or offer to dispose of, any Escrowed Securities except as permitted by clause 3.

2.2 Holding Lock

- (a) The Company will apply a Holding Lock to the Escrowed Securities during the Escrow Period (if the securities are held on an issuer sponsored sub-register) or give notice to ASX Settlement requesting it to apply a Holding Lock during the Escrow Period (if the securities are in a CHESS holding).
- (b) Subject to clause 3, the Holder consents to:
 - (i) the Company entering the Escrowed Securities on an issuer sponsored sub-register; and

- (ii) the application of a Holding Lock on the Escrowed Securities during the Escrow Period.
- (c) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Restrict Escrowed Securities during the Escrow Period other than as permitted under clause 3.

2.3 No restrictions on voting and distributions and dealings required by law

For the avoidance of doubt, nothing in this deed prohibits, restricts or otherwise limits the entitlement of the Holder as a shareholder of the Company to:

- (a) exercise, or control the exercise of, a right to vote attached to the Escrowed Securities;
- (b) receive dividends or other distributions in respect of the Escrowed Securities *pari passu* with all other holders of Shares; or
- (c) deal with any or all of the Escrowed Securities if required by law to do so (including by order of a court of competent jurisdiction).

3 Exceptions to Escrow

3.1 Takeovers

- (a) If a takeover bid (including a proportional takeover bid) is made in accordance with the Corporations Act for all securities in the same class as the Escrowed Securities, the Holder may accept that offer for all or part of the Escrowed Securities or execute an irrevocable undertaking to do so, provided that or conditional on, the takeover bid:
 - (i) is announced;
 - (ii) has become unconditional; and
 - (iii) the person making the takeover bid has a Relevant Interest in 50% or more of the Shares.
- (b) Each party acknowledges and agrees that it has not entered into this deed to construct a defence against a takeover offer.

3.2 Scheme of arrangement

The Escrowed Securities may be Disposed of or cancelled pursuant to a compromise or arrangement under Part 5.1 of the Corporations Act upon such compromise or arrangement becoming effective.

3.3 Equal access share buyback, capital return or capital reduction

Any or all of the Escrowed Securities may be Disposed of or cancelled as part of an:

- (a) equal access share buyback;
- (b) equal capital return; or
- (c) equal capital reduction,

in each case made in accordance with the Corporations Act.

3.4 Transfer to Associate

The Holder may Dispose of any or all of the Escrowed Securities to an Associate controlled by the Holder provided that:

- (a) the Holder gives the Company not less than 5 Business Days' notice of its intention to Dispose of the Escrowed Securities; and
- (b) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this deed by the execution of a deed of accession in a form acceptable to the Company.

3.5 Requirement of applicable law

The Holder may deal with any or all of the Escrowed Securities as required by applicable law (including an order of a court of competent jurisdiction).

4 Warranties

- (a) The Holder represents and warrants to the Company at all times during the Escrow Period;
 - (i) it has the power to enter into and perform this deed and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so;
 - (ii) the Holder has the power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and has taken all necessary corporate action to authorise the entry into and performance of this deed; and
 - (iii) prior to the Escrow Period, it has not done, or omitted to do, any act that would result in it Disposing of the Escrowed Securities such that it will take effect during the Escrow Period.
- (b) A breach of any of these warranties is a breach of this deed.

5 Consequences of Breaching this Deed

- (a) If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.
- (b) If the Holder breaches this deed, each of the following applies:
 - (i) the Holder must take the steps necessary to rectify the breach;
 - (ii) the Company may take the steps necessary to enforce this deed;
 - (iii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Escrowed Securities; and
 - (iv) the Company may recover damages from the breaching party, to the extent the Company suffers any Loss as a result of that breach.
- (c) This is in addition to other rights and remedies of the Company.

6 General

6.1 Notices

- (a) Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:
 - (i) delivered or posted to that party at its address set out in the Schedule;

- (ii) delivered by private courier services if it is sent to a country which is not the resident country of the Company; or
 - (iii) emailed to that party at its email address as set out in the Schedule.
- (b) If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or emailed to the latest address or email address.
- (c) Any notice or communication is to be treated as given at the following time:
 - (i) if delivered, when it is left at the relevant address;
 - (ii) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and
 - (iii) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, one business day after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- (d) However, if any notice or communication is given on a day that is not a business day or after 5:00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

6.2 **Amendment**

This deed may not be changed or waived without:

- (a) the written consent of all parties to it; and
- (b) where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

6.3 **Waiver**

The Company may waive at any time any of the restrictions imposed under clause 2:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Escrowed Securities,
- as the Company determines, by written notice to the Holder.

6.4 **Counterparts**

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one deed.

6.5 **Jurisdiction**

The laws of Western Australia apply to this deed. The parties submit to the jurisdiction of the courts of Western Australia.

Schedule

1. Company's name and address

Name: Peregrine Gold Limited
Attention: Company Secretary, Lachlan Lynch
Address: Level 9, 28 The Esplanade, Perth WA 6000
Email address: llynch@apollogroup.com.au

2. Holder's name and address:

Name: Mansfield Park Pty Ltd
Attention: George Merhi
Address: 224 Broome Street, Cottesloe WA 6011
Email address: banngео@bigpond.com

3. Particulars of Escrowed Securities and Escrow Period

Escrowed Securities	Escrow Period
450,000 Shares	Means the period commencing on the date the Escrowed Securities are issued to the Holder and ending 12 months after such issue date.
115,000 Listed Options	
100,000 Tranche A Performance Shares	
150,000 Tranche B Performance Shares	

Executed as a deed

Executed by Peregrine Gold Limited
ACN 644 734 921 in accordance with section
127 of the *Corporations Act 2001* (Cth):



Director

Mark Pearce

Name of Director
BLOCK LETTERS



~~*Director/~~*Company Secretary

Lachlan Lynch

Name of ~~*Director/~~*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Executed by Mansfield Park Pty Ltd ACN 132
130 735 in accordance with section 127 of the
Corporations Act 2001 (Cth):



Director

GEORGE MERHI

Name of Director
BLOCK LETTERS

~~*Director/~~*Company Secretary

Name of ~~*Director/~~*Company Secretary
BLOCK LETTERS
*please strike out as appropriate