

10 July 2008

Australian Securities Exchange
Riverside Centre
Level 5, 123 Eagle Street
BRISBANE QLD 4000

Our Ref: 0828996

Dear Sir or Madam,

RE: Platina Resources Ltd (Platina)

We refer to the Form 603 submitted on 8 July 2008. This form incorrectly advised that Platina became a substantial holder on 3 July 2008 and acquired an interest in the shares, the subject of the Form 603, on the same date.

We wish to advise that the correct date that Platina acquired a relevant interest in the shares was 7 July 2008. For completion we **attach** a revised Form 603, which should replace the form previously submitted.

If you have any queries, please do not hesitate to contact us.

Yours faithfully
Platina Resources Limited



Duncan Cornish
Company Secretary

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme Platina Resources Ltd
 ACN/ARSN ACN 119 007 939

1. Details of substantial holder(1)

Name Platina Resources Ltd
 ACN/ARSN (if applicable) ACN 119 007 939

The holder became a substantial holder on 07 / 07 /2008

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)
Ordinary Shares	6,977,110	6,977,110	12.95%

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
Platina Resources Ltd	Escrow Restriction (see attached Annexure A)	6,977,110 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
Platina Resources Ltd	Panther Palladium LLC	Panther Palladium LLC	6,977,110 ord

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	
Platina Resources Ltd	07/07/08	N/A	N/A	6,977,110 ord

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

7. Addresses

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

Name	Address
Platina Resources Ltd	Suite 5, Level 1, Steel X Building 2 Boston Court; Varsity Lakes; QLD 4222
Panther Palladium LLC	19 th Floor, 1370 Avenue of the Americas New York; NY 10019 USA

Signature	Print name	DP Cornish	capacity	Company Secretary
here	sign		date 10 / 07 / 2008	

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

This is Annexure A of 15 pages referred to in Form 603 in connection with Platina Resources Limited – Notice of Initial Substantial Holder.

Platina Resources Limited

..... 10 July 2008
Duncan Cornish
Company Secretary

BETWEEN:

PANTHER PALLADIUM LLC

AND:

PLATINA RESOURCES LIMITED ACN 119 007 939

SHARE SUBSCRIPTION AGREEMENT

HOPGOOD GANIM LAWYERS
Level 8, Waterfront Place
1 Eagle Street
BRISBANE QLD 4000

Telephone: (07) 3024 0000

THIS AGREEMENT is made the 3rd day of July 2008.

BETWEEN: PANTHER PALLADIUM LLC being a company duly incorporation in the United States of America and having its registered office at 19th Floor, 1370 Avenue of the Americas, New York, NY 10019 USA (**Subscriber**).

AND: PLATINA RESOURCES LIMITED ACN 119 007 939 company duly incorporated in the State of Queensland and having its registered office at Level 8, Waterfront Place, 1 Eagle Street, Brisbane (**the Company**).

WHEREAS:

- A. The issued share capital of the Company after completion of the Rights Issue is set out in the Schedule.
- B. The Subscriber has agreed to subscribe for a total of 19.99% of the issued Shares in the capital of the Company at an issue price of \$0.55 per share for a total subscription price of \$6,448,391.95.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 For the purpose of this Agreement, unless the contrary intention appears:

- (a) the singular number shall include the plural and vice versa;
- (b) words importing any gender shall include all genders;
- (c) any references in this Agreement to any party shall mean and include, where the context permits or requires, their respective administrators, executors, successors and assigns;

Accounting Principles means:

- (a) the applicable accounting standards and practices required by the *Corporations Act 2001* (Cwlth);
- (b) the statements of accounting standards issued by or on behalf of the Australian Society of Accountants and the Institute of Chartered Accountants in Australia; and
- (c) if there are no applicable accounting principles or statements of those types described in this definition, accounting standards and practices generally accepted in Australia;

Agreement means this Agreement;

Approval means the approval of the shareholders of the Company to the proposed issue of the Second Subscription Shares to the Subscriber, including for the purposes of ASX Listing Rule 7.1;

ASIC means the Australian Securities and Investments Commission;

Associate has the meaning ascribed to that term in section 9 of the Corporations Act;

ASX means ASX Ltd;

\$ means Australian dollars;

Authorised Officer means any director, secretary or officer of a party to this Agreement;

Bank means a bank carrying on business under the laws of the Commonwealth of Australia or of the State of Queensland;

Board the board of directors of the Company at the date of this Agreement;

Business means the business or businesses carried on by the Company and any of its subsidiaries at the date of execution of this Agreement;

Business Days means a day on which trading banks are open for business at Brisbane in the State of Queensland;

Buy-back has the meaning ascribed to that term in section 9 of the Act;

Capital Reduction means a capital reduction effected pursuant to Division 1 of Part 2J.1 of the Corporations Act;

Cleansing Statement means a notice issued under section 708A(5)(e) of the Corporations Act and in accordance with section 708A(6) of the Corporations Act and in a form and manner previously approved by the Subscriber.

Constitution means the Constitution from time to time of the Company;

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

EGM means an extraordinary general meeting of Shareholders to approve the issue of the Second Subscription Shares for the purposes of ASX Listing Rule 7.1;

Escrow Period means the period of twelve months from the First Completion Date;

First Completion Date means one (1) Business Day after execution of this Agreement;

First Subscription Price means \$3,837,410.50;

First Subscription Shares means 6,977,110 Shares;

Holding Lock has the meaning given to the term "holding lock" in the Listing Rules;

Permitted Acquisitions means an increase in the relevant interest in Shares in the Company effected through any of the following means:

- (a) a Takeover Bid by the Subscriber or an Associate of the Subscriber;
- (b) an acquisition in accordance with section 611 item 7 (shareholder approval), section 611 item 9 (3% creep in 6 months) or section 611 item 11 (dividend reinvestment) of the Corporations Act;
- (c) a Capital Reduction effected by the Company;
- (d) a Buy-back of Shares in the Company by the Company;
- (e) a subscription for Shares in the Company by the Subscriber or an Associate of the Subscriber pursuant to a pro rata rights issue effected by the Company ;or
- (f) a Scheme of Arrangement to which the Subscriber or an Associate of the Subscriber is also a party;
- (g) if the EGM does not approve the issue of the Second Subscription Shares, acquisition(s) of Shares up to a 19.99% relevant interest in Shares in the Company;

- (h) if the relevant interest of the Subscriber decreases below 19.99% for any reason, acquisition(s) of Shares up to a 19.99% relevant interest in Shares in the Company; or
- (i) any increase in the relevant interest in Shares in the Company by the Company itself;

Person includes any corporation, partnership, trust, joint venture, unincorporated association or other entity;

PGM means platinum group metals;

Listing Rules means the Listing Rules of the ASX as amended from time to time;

Relevant Interest has the meaning ascribed to that term in section 9 of the Corporations Act;

Rights Issue means the pro-rata renounceable one for five rights issue under taken by the Company pursuant to s 713 Corporations Act in May 2008;

Scheme of Arrangement means a scheme effected by the Company pursuant to Part 5.1 of the Corporations Act;

securities shall have the meaning ascribed to that term in s 9 of the *Corporations Act* and **security** shall have a corresponding meaning;

Security Interest means an interest in or right:

- (a) reserved over property (including any retention of title to property or any right to set off or withhold payment of any deposit or other moneys); or
- (b) created or otherwise arising over property under a mortgage, charge, bill of sale (as defined in any relevant statute), lien, pledge, trust or right,

by way of security for the payment of a debt or other monetary obligation or the performance of or compliance with any other obligation and any instrument or transaction which reserves, constitutes or evidences the interests and rights referred to above;

Shares means fully paid ordinary shares in the issued capital of the Company;

Second Completion Date means one (1) Business Day after the EGM;

Second Subscription Price means \$2,610,981.45;

Second Subscription Shares means 4,747,239 Shares;

Standstill Period means eighteen (18) months from the First Completion Date under this Agreement;

Subscription Shares means the First Subscription Shares and the Second Subscription Shares, or either of them, where the context permits or requires; and

Take-over Bid has the meaning ascribed to that term in section 9 of the Corporations Act.

2. SUBSCRIPTION FOR SHARES

2.1 The Subscriber shall:

- (a) subscribe for the First Subscription Shares and shall pay the First Subscription Price on or before the First Completion Date; and
- (b) after obtainment of the Approval, subscribe for the Second Subscription Shares and shall pay the Second Subscription Price on or before the Second Completion Date.

- 2.2 The Company agrees to issue the Subscription Shares on the terms of this Agreement.
- 2.3 The Subscriber shall make all payments under this Agreement by way of an electronic transfer of cleared funds to the Company to its bank account at:

Westpac Banking Corporation
1257 Hay St.
Perth, West Australia
Australia 6005
Account No: 036011 331272

and any such payment shall be a good and sufficient payment on tender of any moneys payable hereunder.

- 2.4 The Company agrees to use the First Subscription Price and the Second Subscription Price:
- (a) to fund pre-feasibility work on its Skaergaard PGM project in East Greenland;
 - (b) to fund development work on the Company's other PGM projects; and
 - (c) subject to clause 2.5, for general working capital purposes.
- 2.5 The Company must not use the First Subscription Price and the Second Subscription Price:
- (a) to accelerate repayment of debt existing on the date of the Agreement;
 - (b) to pay dividends or other distributions on any capital or securities;
 - (c) to increase executive compensation or loans to directors, officers, employees, shareholders or directors, unless approved by a disinterested majority of the directors of the Company;
 - (d) to purchase, redeem or buy-back any debt or equity securities of any person; or
 - (e) to meet any expenditure not directly related to the business of the Company.

3. **COMPLETION**

- 3.1 Completion of the issue of both:

- (a) the First Subscription Shares; and
- (b) the Second Subscription Shares

pursuant to this Agreement shall take place at the office of Hopgood Ganim, Lawyers, Level 8, Waterfront Place, 1 Eagle Street, Brisbane in the State of Queensland, or such other place as the Company may notify the Subscriber of in writing.

- 3.2 On the First Completion Date, the Subscriber shall pay to the Company the First Subscription Price and the Company shall issue a statement of holding in the name of the Subscriber for the First Subscription Shares.
- 3.3 Subject to clause 4.1, on the Second Completion Date, the Subscriber shall pay to the Company the Second Subscription Price and the Company shall issue a statement of holding in the name of the Subscriber for the Second Subscription Shares.

4. **EGM**

- 4.1 The issue of the Second Subscription Shares is subject to obtainment of the Approval.
- 4.2 The Company shall as soon as reasonably practicable cause a notice of meeting and explanatory memorandum (**Meeting Materials**) to be prepared for the EGM and convene the EGM.
- 4.3 The Company agrees to provide a copy of the Meeting Materials to the Subscriber prior to convening the EGM.
- 4.4 The Subscriber will use its best and reasonable endeavours to assist the Company in the preparation of the Meeting Materials to the extent that the Meeting Materials will be required to contain information about the Subscriber for the benefit of shareholders of the Company.

5. **STANDSTILL**

- 5.1 The Subscriber agrees as follows:
 - (a) neither it nor any Associate will increase its Relevant Interest in Shares in the Company during the Standstill Period unless;
 - (i) it has first obtained the prior written consent of the Company, which consent may be withheld by the Company at its absolute and unfettered discretion; or
 - (ii) it does so by way of a Permitted Acquisition.

6. **RESTRICTION ON DISPOSAL OF SUBSCRIPTION SHARES**

6.1 **No disposal**

The Subscriber must not dispose of or agree to dispose of any Subscription Shares acquired under this Agreement during the Escrow Period.

6.2 **Restrictions**

During the Escrow Period, the Subscriber will not do any of the following:

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

6.3 **Holding Lock**

The Subscriber agrees that during the Escrow Period;

- (a) the Subscription Shares will be subject to a Holding Lock; and
- (b) Undertakes not to request (or allow another person to request) removal of the Holding Lock.

6.4 **Takeovers**

Despite anything else in this clause 6, if :

- (a) a Take-over Bid is made in respect of the Company by a person other than the Subscriber or an Associate of the Subscriber, and either:

- (i) acceptance of the Take-over Bid is recommended by the Board of the Company; or
 - (ii) the bidder under the Take-over Bid has a relevant interest in more than 50% of the Shares in the Company and the offer under the Take-over Bid is unconditional; or
- (b) a scheme of arrangement is implemented in respect of the Company under the Corporations Act with a view to a person other than the Subscriber or an Associate of the Subscriber acquiring all of the issued share capital of the Company,

the Subscriber Shares shall cease to be subject to escrow and the Escrow Period shall be at end.

7. WARRANTIES AND REPRESENTATIONS BY THE COMPANY

The Company covenants, represents and warrants to the Subscriber as follows:

- 7.1 The issued capital of the Company as at the date of this Agreement is as set forth in the Schedule. Other than the securities referred to in the Schedule, there are no agreements, arrangements or understandings in force or securities issued which require the present or future issue of, or grant to any person the right to require the issue of, any Shares or other securities in the Company.
- 7.2 Immediately following the issue of the First Subscription Shares, the First Subscription Shares must comprise 12.95% of all the issued Shares of the Company at that time (including the First Subscription Shares).
- 7.3 Immediately following the issue of the Second Subscription Shares, the aggregate of the First Subscription Shares and the Second Subscription Shares must comprise 19.99% of all the issued Shares of the Company at that time (including the First Subscription Shares and the Second Subscription Shares).
- 7.4 The Company will :
 - (a) on execution of this Agreement apply to ASX for the First Subscription Shares to be granted official quotation on the ASX; and
 - (b) prior to the EGM apply to ASX for the Second Subscription Shares to be granted official quotation on the ASX.
- 7.5 The Subscription Shares, when issued, shall be credited as fully paid in the capital of the Company.
- 7.6 The Company is a disclosing entity in Australia under the provisions of the Listing Rules and the Corporations Act and is not in default of any of its requirements thereunder. The Company has complied with its obligations under Chapter 4 of the ASX Listing Rules and Part 2M.3 of the Corporations Act.
- 7.7 The Company is duly incorporated under the Corporations Act 2001 and has full corporate power to conduct its business as such business is now being conducted.
- 7.8 There are no consents, approvals, authorisations, orders or agreements of any governmental authority, any court or any other person under the laws of Australia which may be required for the issue of the Subscription Shares. The issue of the First Subscription Shares does not require the approval of the Company's shareholders under ASX Listing Rule 7.1. Clause 6 does not require approval of the Company's shareholders under the Corporations Act or ASX Listing Rules.

- 7.9 There are no claims, actions, suits, judgments, litigation or proceedings pending against or affecting the Company which will or may have a material adverse effect on the Company nor does the Company know of any reasonable grounds for the basis of any such claims, actions, suits, judgments, litigation or proceedings.
- 7.10 This Agreement has been duly authorised, executed and delivered by and constitutes a legal, valid and binding agreement of the Company.
- 7.11 The Company has complied with its obligations under Listing Rule 3.1 and Chapter 6CA of the Corporations Act and there is no information concerning the Company that would be expected to have a material effect on the price or value of the Subscription Shares which has not been disclosed.
- 7.12 There has been no change since the date of the most recent financial statements of the Company lodged with ASIC and ASX that could have a material adverse effect on the Company's business, property or financial condition.
- 7.13 The Company has not suspended payments of its debts, has not ceased or threatened to cease to carry on all or a material part of its business and has not stated that it is unable to pay its debts. The Company has not taken any step for the purpose of entering into a compromise or arrangement with any of its members, or creditors, generally or any class of them. No liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official has been appointed to the Company or the whole or a substantial part of the property or assets of the Company.

8. REPRESENTATIONS AND WARRANTIES BY THE SUBSCRIBER

The Subscriber hereby represents and warrants to the Company as follows:

- 8.1 It has had the opportunity to ask and have answered any and all questions which it wished with respect to the business affairs of the Company and the nature of its activities.
- 8.2 It acknowledges that it is aware of the characteristics of the Subscription Shares and the risks relating to investment through the acquisition of the Subscription Shares under this Agreement.
- 8.3 It is duly authorised to enter into this Agreement and empowered to do so.
- 8.4 No other corporate act or proceeding on the part of it or its members is necessary to authorise this Agreement or the transactions contemplated under this Agreement.
- 8.5 It is:
 - (a) a sophisticated investor within the meaning of that term in s 708(8) Corporations Act; or
 - (b) a professional investor within the meaning of that term in s 708(11) *Corporations Act*.
- 8.6 The issue of the Subscription Shares will not constitute a violation of any securities law within the jurisdiction that the Subscriber ordinarily resides.
- 8.7 The Subscriber is an accredited investor within the meaning of that term as defined in Rule 501 of Regulation D pursuant to the Securities Act of 1933 of the United States of America.

9. SECONDARY SALES

9.1 The Subscriber acknowledges that:

- (a) no disclosure document was prepared in respect of the offer of the Subscription Shares;
- (b) the Company is issuing the Subscription Shares to the Subscriber for the purposes of raising funds for its business and not for the purposes of the Subscriber selling or transferring them, or granting, issuing or transferring an interest in, or options or warrants over them;
- (c) the Subscriber is not acquiring the Subscription Shares with the present intention of selling or transferring them, or granting, issuing or transferring an interest in, or options or warrants over them.

9.2 On the First Subscription Date, the Company must satisfy all the conditions and requirements in section 708A(5) of the Corporations Act including, concurrently with the issue of the First Subscription Shares, issuing a Cleansing Statement.

9.3 On the Second Subscription Date, the Company must satisfy all the condition and requirements in section 708A(5) of the Corporations Act including, concurrently with the issue of the Second Subscription Shares, issuing a Cleansing Statement.

10. NOTICES

10.1 Any notice or other communication to or by any party shall be:

- (a) in writing and in the English language;
- (b) addressed to the address of the recipient shown in this Agreement or to such other address as it may have notified the sender; and
- (c) signed by the sender or by an Authorised Officer of the sender.

10.2 In addition to any means authorised by law any communication may be given by:

- (a) being personally served on a party;
- (b) being left at the party's current address for service;
- (c) being sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail; or
- (d) facsimile to the party's current numbers for service.

10.3 A communication shall be deemed duly given or made in the case of:

- (a) delivery in person, when delivered;
- (b) delivery by post:
 - (i) in Australia to an Australian address the second Business Day after posting; or
 - (ii) in any other case on the fifth Business Day after posting; or
- (c) a facsimile upon a transmission report being printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number;

but if delivery is not made before 5.00pm on a Business Day it shall be deemed to be received on the next Business Day in that place.

10.4 The addresses and numbers for service are initially:

The Company

Platina Resources Ltd
Suite 5, Level 1
Steel X Building
2 Boston Court
Varsity Lakes Qld 4222
Facsimile No: (07) 5580 9394

With a copy to:

Hopgood Ganim Lawyers

Level 8, Waterfront Place
1 Eagle Street
Brisbane QLD 4000

Attention: Brian Moller/Liz Cameron

The Subscriber

Panther Palladium LLC
19th Floor, 1370 Avenue of the Americas
New York, NY 10019 USA
Facsimile No: + 646 365 1633

With a copy to:

Clayton Utz

Level 19, 1 O'Connell Street
Sydney NSW 2000

Facsimile No: (02) 8220 6700

Attention: David Landy

10.5 A party may from time to time change its address or numbers for service by notice in writing to the other party.

11. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws for the time being of the State of Queensland, regardless of the laws that might otherwise govern under applicable principles of conflicts of law, and the parties agree that the Courts in the State of Queensland will have non exclusive jurisdiction to hear and determine any dispute between the parties in relation to or arising out of this Agreement.

12. INVALIDITY

If any of the provisions of this Agreement should be judged invalid, unlawful or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation construction or interpretation of any other provisions of this Agreement to the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from this Agreement.

13. TIME OF THE ESSENCE

Time shall in all cases and in every respect be deemed to be of the essence of this Agreement.

14. FURTHER ASSURANCES

Each of the parties hereto shall from time to time after completion, upon the request of the other party hereto and at the expense of such requesting party, duly execute, acknowledge and deliver or cause to be duly executed, acknowledged and delivered, all such further instruments and documents reasonably required to further give effect to the provisions of this Agreement.

15. COUNTERPARTS

This Agreement and any amendments hereto may be executed in two or more counterparts , including facsimile counterparts , each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

16. CONFIDENTIALITY

Except as required by law or the ASX Listing Rules, the Company must not make any public disclosure or announcements about the Subscriber without the prior written approval of the Subscriber. If disclosure is required to be made by law or the ASX Listing Rules, the Company must notify the Subscriber of the requirement to disclose and, where the relevant law or ASX Listing Rules permit and where practicable to do so, give the Subscriber a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure.

SCHEDULE

("Share capital of Company")

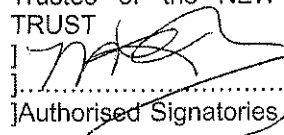
46,897,400 Ordinary Shares

5,593,000 Options

EXECUTED AS AN AGREEMENT

EXECUTED by Panther Palladium LLC in accordance with its constitutional documents and the laws of its jurisdiction:

] Butterfield Trust (Bermuda) Limited as
Trustee of the NEW GENERATIONS
TRUST

] 
.....
] Authorised Signatories

EXECUTED by Platina Resources Limited
ACN 119 007 939 in accordance with Section
127 of the *Corporations Act 2001 (Cwlth)* with
the authority of the Sole Director and
Secretary:

]
] Sole Director and Secretary
]
]

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