

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
§ 240.13d-2(a)

(Amendment No. 8)<sup>1</sup>

Peregrine Pharmaceuticals, Inc.  
(Name of Issuer)

Common Stock  
(Title of Class of Securities)

713661502  
(CUSIP Number)

John S. Stafford, III  
c/o Ronin Trading, LLC  
350 N. Orleans Street, Suite 2N  
Chicago, IL 60654  
(312) 244-5284

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

November 27, 2017  
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

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<sup>1</sup> The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

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1	NAME OF REPORTING PERSON  John S. Stafford, III	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  3,310,652 (1)
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  3,310,652 (1)
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  3,310,652 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  7.3%	
14	TYPE OF REPORTING PERSON  IN	

(1) Includes 137,260 shares of Common Stock issuable upon conversion of 115,299 shares of Series E Convertible Preferred Stock. Ronin Trading, LLC is owned and managed by John S. Stafford, III, and Mr. Stafford is the indirect beneficial owner of all of the shares of Common Stock (including shares of Common Stock issuable upon conversion of shares of Series E Convertible Preferred Stock) of Peregrine Pharmaceuticals, Inc. beneficially owned by Ronin Trading, LLC.

1	NAME OF REPORTING PERSON  Ronin Trading, LLC 32-0400192	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  3,310,652 (2)
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  3,310,652 (2)
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  3,310,652 (2)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  7.3%	
14	TYPE OF REPORTING PERSON  OO	

(2) Includes 137,260 shares of Common Stock issuable upon conversion of 115,299 shares of Series E Convertible Preferred Stock. Ronin Trading, LLC is owned and managed by John S. Stafford, III, and Mr. Stafford is the indirect beneficial owner of all of the shares of Common Stock (including shares of Common Stock issuable upon conversion of shares of Series E Convertible Preferred Stock) of Peregrine Pharmaceuticals, Inc. beneficially owned by Ronin Trading, LLC.

1	NAME OF REPORTING PERSON  Ronin Capital, LLC 36-4472500	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON  OO	

1	NAME OF REPORTING PERSON  Roger Farley	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  301,190 (3)
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  301,190 (3)
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  301,190 (3)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  Less than 1%	
14	TYPE OF REPORTING PERSON  IN	

(3) Includes 1,190 shares of Common Stock issuable upon conversion of 1,000 shares of Series E Convertible Preferred Stock.

1	NAME OF REPORTING PERSON  Stephen White	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  714,047 (4)
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  714,047 (4)
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  714,047 (4)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.6%	
14	TYPE OF REPORTING PERSON  IN	

(4) Includes 14,047 shares of Common Stock issuable upon conversion of 11,800 shares of Series E Convertible Preferred Stock. Stephen White is the indirect beneficial owner of all of the shares of Common Stock (including shares of Common Stock issuable upon conversion of shares of Series E Convertible Preferred Stock) of Peregrine Pharmaceuticals, Inc. beneficially owned in the aggregate by SW Investment Management LLC and SWIM Partners LP by virtue of his having sole voting and dispositive power over such shares.

1	NAME OF REPORTING PERSON  SW Investment Management LLC 81-0765824	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Illinois	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  714,047 (5)
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  714,047 (5)
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  714,047 (5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.6%	
14	TYPE OF REPORTING PERSON  IA, OO	

(5) Includes 14,047 shares of Common Stock issuable upon conversion of 11,800 shares of Series E Convertible Preferred Stock. 203,714 shares of Common Stock (including 3,714 shares of Common Stock issuable upon conversion of 3,120 shares of Series E Convertible Preferred Stock) of Peregrine Pharmaceuticals, Inc. are held in an account separately managed by SW Investment Management LLC (the "SW Account"). 510,333 shares of Common Stock (including 10,333 shares of Common Stock issuable upon conversion of 8,680 shares of Series E Convertible Preferred Stock) of Peregrine Pharmaceuticals, Inc. are directly beneficially owned by SWIM Partners LP. SW Investment Management LLC, as the general partner and investment adviser of SWIM Partners LP and the investment adviser to the SW Account, may be deemed to beneficially own the securities owned directly by SWIM Partners and held in the SW Account.

1	NAME OF REPORTING PERSON  SWIM Partners LP 90-0852885	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  510,333 (6)
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  510,333 (6)
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  510,333 (6)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.1%	
14	TYPE OF REPORTING PERSON  PN	

(6) Includes 10,333 shares of Common Stock issuable upon conversion of 8,680 shares of Series E Convertible Preferred Stock. Stephen White is the indirect beneficial owner of all 510,333 shares of Common Stock (including 10,333 shares of Common Stock issuable upon conversion of 8,680 shares of Series E Convertible Preferred Stock) of Peregrine Pharmaceuticals, Inc. beneficially owned by SWIM Partners LP by virtue of his having sole voting and dispositive power over such shares.



1	NAME OF REPORTING PERSON  James J. Egan	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY  OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON  Richard B. Hancock	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY  OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON  Joel McComb	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY  OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON  Gregory P. Sargen	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY  OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON  Brian W. Scanlan	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY  OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON  Saiid Zarrabian	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY  OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON  IN	

**Item 1. Security and Issuer**

This Amendment No. 8 (this “Amendment”) to the Statement on Schedule 13D filed on March 2, 2017, as amended by Amendment No. 1 to the Statement on Schedule 13D filed on March 10, 2017, Amendment No. 2 to the Statement on Schedule 13D filed on June 20, 2017, Amendment No. 3 to the Statement on Schedule 13D filed on June 29, 2017, Amendment No. 4 to the Statement on Schedule 13D filed on July 14, 2017, Amendment No. 5 to the Statement on Schedule 13D filed on October 11, 2017, Amendment No. 6 to the Statement on Schedule 13D filed on October 17, 2017 and Amendment No. 7 to the Statement on Schedule 13D filed on October 27, 2017 (as amended, the “Schedule 13D”), filed on behalf of John S. Stafford, III, Ronin Trading, LLC, Ronin Capital, LLC, Roger Farley, Stephen White, SW Investment Management LLC, SWIM Partners LP, James J. Egan, Richard B. Hancock, Joel McComb, Gregory P. Sargen, Brian W. Scanlan and Saiid Zarrabian relating to the common stock, par value \$0.001 per share (the “Common Stock”), of Peregrine Pharmaceuticals, Inc., a Delaware corporation (the “Issuer”). The address of the Issuer’s principal executive offices is 14282 Franklin Avenue, Tustin, California 92780. The Schedule 13D is hereby further amended and supplemented as follows:

**Item 2. Identity and Background**

Items 2(a) through 2(f) of the Schedule 13D are amended to read as follows:

In connection with the Agreement, as defined and described in Item 4 below, James J. Egan, Richard B. Hancock, Joel McComb, Gregory P. Sargen, Brian W. Scanlan and Saiid Zarrabian are no longer members of the Section 13(d) group and shall cease to be Reporting Persons immediately upon the filing of this Amendment to the Schedule 13D. The remaining Reporting Persons will continue filing statements on Schedule 13D with respect to their beneficial ownership of securities of the Issuer to the extent required by applicable law. Each of the remaining Reporting Persons is party to the Joint Filing Agreement, as further described in Item 6 below.

(a) Name: John S. Stafford, III

Ronin Trading, LLC

Ronin Capital, LLC

Roger Farley

Stephen White

SW Investment Management LLC

SWIM Partners LP

(each a “Reporting Person” and collectively, the “Reporting Persons”)

(b) Business address for Reporting Persons:

John S. Stafford, III, Ronin Trading, LLC, Ronin Capital, LLC and Roger Farley: 350 N. Orleans Street, Suite 2N, Chicago, IL 60654

Stephen White, SW Investment Management LLC and SWIM Partners LP: 737 N Michigan Avenue, Suite 2250, Chicago IL 60611

(c) John S. Stafford, III is the president, chief executive officer and manager of each of Ronin Trading, LLC and Ronin Capital, LLC, each a Delaware limited liability company, and each with its principal place of business located at 350 N. Orleans Street, Suite 2N, Chicago, IL 60654. Ronin Trading, LLC and Ronin Capital, LLC are engaged in the business of proprietary trading.

Roger Farley is a trader and equity member of Ronin Capital, LLC, a Delaware limited liability company, with its principal place of business located at 350 N. Orleans Street, Suite 2N, Chicago, IL 60654.

Stephen White is the manager of SW Investment Management LLC, an Illinois limited liability company, with its principal place of business at 737 N Michigan Avenue, Suite 2250, Chicago IL 60611, which is the general partner and investment adviser of SWIM Partners LP, a Delaware limited partnership, and the investment adviser of the SW Account.

(d) None of the Reporting Persons was, during the last five years, convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Person was, during the last five years, a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order (1) enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or (2) finding any violation with respect to such laws.

(f) John S. Stafford, III is a citizen of the United States.

Ronin Trading, LLC is a Delaware limited liability company.

Ronin Capital, LLC is a Delaware limited liability company.

Roger Farley is a citizen of the United States.

Stephen White is a citizen of the United States.

SW Investment Management LLC is an Illinois limited liability company.

SWIM Partners LP is a Delaware limited partnership.

**Item 4. Purpose of Transaction.**

Item 4 of the Schedule 13D is hereby amended to add the following:

On November 27, 2017, Ronin Trading, LLC, Ronin Capital, LLC, SWIM Partners LP, SW Investment Management LLC, John S. Stafford, III, Stephen White and Roger Farley (collectively, the “Ronin Group”) entered into a settlement agreement (the “Agreement”) with the Issuer. Pursuant to the Agreement, on November 27, 2017, the Board of Directors of the Issuer (the “Board”) accepted the resignations of Stephen W. King, Carlton M. Johnson, Jr., Eric S. Swartz and David H. Pohl from the Board and appointed each of Richard B. Hancock, Gregory P. Sargen, Joel McComb (collectively, the “Ronin Appointees”) and Joseph Carleone, Ph.D., to the Board to fill the resultant vacancies.

Under the Agreement, the Issuer agreed to nominate the Ronin Appointees, together with Dr. Carleone and incumbent directors Roger J. Lias, Ph.D., Mark R. Bamforth and Patrick D. Walsh, for election to the Board at the Issuer’s 2017 annual meeting of stockholders. Additionally, the Issuer agreed to nominate such number of Ronin Appointees to the Board at the Issuer’s 2018 annual meeting of stockholders (the “2018 Annual Meeting”) as is equal to the then-current number of authorized directors, minus one, divided by two.



Pursuant to the Agreement, the Ronin Group is subject to certain customary standstill restrictions from the date of the Agreement until the date that is 30 calendar days after the date of the 2018 Annual Meeting (the "Standstill Period"). During the Standstill Period, the Ronin Group also agreed to vote its shares of Common Stock (i) in favor of the election of the directors nominated by the Board, (ii) against stockholder nominations for director which are not approved and recommended by the Board and (iii) in accordance with the Board's recommendation with respect to all other matters submitted to a vote of the Issuer's stockholders; provided, however, in the event that Institutional Shareholder Services Inc. ("ISS") or Glass, Lewis & Co., LLC ("Glass Lewis") recommends otherwise with respect to any proposals (other than the election or removal of directors), the Ronin Group shall be permitted to vote in accordance with ISS's or Glass Lewis' recommendation; provided, further, that the Ronin Group shall be permitted to vote in its sole discretion with respect to any publicly announced proposals relating to a merger, acquisition, disposition of all or substantially all of the assets of the Issuer or other business combination involving the Issuer requiring a vote of stockholders of the Issuer.

The foregoing description of the Agreement is qualified in its entirety by reference to the Agreement, which is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of the Schedule 13D is hereby amended to add the following:

On November 27, 2017, the Ronin Group and the Issuer entered into the Agreement as defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

On November 27, 2017, the Reporting Persons entered into a Joint Filing Agreement in which the Reporting Persons who will remain Reporting Persons subsequent to this Amendment to the Schedule 13D agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. A copy of the Joint Filing Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

**Item 7. Material to be Filed as Exhibits**

Item 7 of the Schedule 13D is hereby amended to add the following exhibits:

99.1 Agreement, dated November 27, 2017.

99.2 Joint Filing Agreement, dated November 27, 2017.

Except as expressly modified hereby, all provisions of the Schedule 13D shall continue in full force and effect.

*[signature page follows]*

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

DATE: November 28, 2017

RONIN TRADING, LLC

RONIN CAPITAL, LLC

By: /s/ Agnes Burda  
Name: Agnes Burda  
Title: Chief Compliance Officer

/s/ Agnes Burda  
Agnes Burda  
Chief Compliance Officer

SW INVESTMENT MANAGEMENT LLC

By: /s/ Stephen White  
Name: Stephen White  
Title: Manager

/s/ John S. Stafford, III  
JOHN S. STAFFORD, III

SWIM PARTNERS LP

/s/ Stephen White  
Stephen White

By: /s/ Stephen White  
Name: Stephen White  
Title: Manager of General Partner

/s/ Roger Farley  
Roger Farley

\*\*\*  
James J. Egan

\*\*\*  
Richard B. Hancock

\*\*\*  
Joel McComb

\*\*\*  
Gregory P. Sargen

\*\*\*  
Brian W. Scanlan

\*\*\*  
Saiid Zarrabian

\*\*\* By: /s/ John S. Stafford, III  
John S. Stafford, III  
Attorney-in-fact

## SETTLEMENT AGREEMENT

This Settlement Agreement (this “*Agreement*”) is made and entered into as of November 27, 2017, by and among Peregrine Pharmaceuticals, Inc. (the “*Company*”) and the entities and natural persons listed on EXHIBIT A hereto (collectively, the “*Ronin Group*”) (each of the Company, on the one hand, and the Ronin Group, on the other hand, a “*Party*” to this Agreement, and collectively, the “*Parties*”).

### RECITALS

WHEREAS, the Company and the Ronin Group have engaged in discussions and communications concerning the Company’s business, financial performance and strategic plans;

WHEREAS, the Ronin Group is deemed to Beneficially Own (as defined below) shares of common stock, par value \$0.001 per share, of the Company (the “*Common Stock*”) totaling, in the aggregate, 4,325,889 shares (including an aggregate of 152,497 shares of Common Stock that may be acquired upon the conversion of an aggregate of 128,099 shares of the Company’s 10.50% Series E Convertible Preferred Stock, par value \$0.001 per share (“*Series E Preferred Stock*”), or approximately 9.6%, of the Common Stock issued and outstanding on the date of this Agreement;

WHEREAS, the Company’s 2017 Annual Meeting of Stockholders is scheduled to be held on January 18, 2018 (including any adjournment or postponement thereof, the “*2017 Annual Meeting*”); and

WHEREAS, the Company and the Ronin Group have determined to come to an agreement with respect to the composition of the Board of Directors of the Company (the “*Board*”), certain matters related to the 2017 Annual Meeting and certain other matters, in each case as provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises, terms and conditions, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Board Matters; Board Appointments; 2017 Annual Meeting and 2018 Annual Meeting.

(a) The Company agrees that immediately following the execution of this Agreement, the Board and all applicable committees of the Board shall take all necessary actions to: (i) accept the resignations from the Board and each of its committees of each of Stephen W. King, Carlton M. Johnson, Jr., Eric S. Swartz and David H. Pohl; (ii) appoint to the Board each of Richard B. Hancock (“*Hancock*”), Gregory P. Sargen (“*Sargen*”) and Joel McComb (“*McComb*”) and together with Hancock and Sargen, the “*Ronin Appointees*”) and Joseph Carleone, Ph.D. (“*Carleone*”); (iii) nominate the Ronin Appointees and Carleone for consideration by the Company’s stockholders for reelection to the Board at the 2017 Annual Meeting, each to serve until the 2018 annual meeting of stockholders of the Company (the “*2018 Annual Meeting*”) or until his earlier death, resignation, disqualification or removal; (iv) recommend that the Company’s stockholders vote, and solicit proxies, in favor of the election of the Ronin Appointees and Carleone at the 2017 Annual Meeting in the same manner as for the other nominees nominated by the Company at the 2017 Annual Meeting, (v) nominate such number of Ronin Appointees (with the specific Ronin Appointee(s) to be nominated by the Company to be determined by the Company in its sole and absolute discretion) for consideration by the Company’s stockholders for reelection to the Board at the 2018 Annual Meeting, each to serve until the 2019 annual meeting of stockholders of the Company (the “*2019 Annual Meeting*”) or until his earlier death, resignation, disqualification or removal, as is equal to the quotient obtained by dividing (A) the number of authorized number of directors of the Company, minus one, by (B) two (such Ronin Appointees, the “*Ronin 2018 Appointees*”); and (vi) recommend that the Company’s stockholders vote, and solicit proxies, in favor of the election of the Ronin 2018 Appointees at the 2018 Annual Meeting in the same manner as for the other nominees nominated by the Company at the 2018 Annual Meeting. For the avoidance of doubt, in addition to the Ronin Appointees and Carleone, the Company shall also nominate Roger J. Lias, Ph.D., Mark R. Bamforth and Patrick D. Walsh for reelection by the stockholders of the Company at the 2017 Annual Meeting.

(b) Upon the execution of this Agreement, the Ronin Group irrevocably withdraws (i) that certain letter from Ronin Trading, LLC to the Company, dated July 12, 2017, nominating directors to the Board, as supplemented by those certain letters dated August 3, 2017, October 9, 2017, October 25, 2017 and October 26, 2017 (collectively, as so supplemented, the “**Nomination Letter**”), and (ii) those certain letters dated July 14, 2017 and July 19, 2017, where the Ronin Group requested to inspect certain of the Company’s books and records pursuant to Section 220 of the General Corporation Law of the State of Delaware (the “**Books and Records Letters**”); and further agrees not to: (A) nominate any person for election at the 2017 Annual Meeting and at any subsequent stockholder meeting during the Standstill Period (as defined below); (B) submit, directly or indirectly, any proposal for consideration at, or bring any other business before, the 2017 Annual Meeting or any subsequent stockholder meeting during the Standstill Period; (C) initiate, encourage or participate, directly or indirectly, in any “vote no,” “withhold” or similar campaign with respect to the 2017 Annual Meeting or any subsequent stockholder meeting during the Standstill Period; or (D) permit any of its Affiliates or Associates to take any of the actions specified in the foregoing clauses (A)-(C). The Ronin Group further agrees that it will not, directly or indirectly, publicly or privately, encourage or support any other stockholder or person to take any of the actions described in this Section 1(b).

(c) The Ronin Group agrees: (i) to be present for quorum purposes at the 2017 Annual Meeting and any subsequent stockholder meeting during the Standstill Period and any adjournments and postponements thereof; and (ii) to vote all shares of Common Stock Beneficially Owned by it: (A) in accordance with the Board’s recommendations with respect to nominees to the Board, (B) against stockholder nominations for director which are not approved and recommended by the Board, and (C) in accordance with the Board’s recommendations with respect to any other matter presented to stockholders of the Company for consideration, in each case at the 2017 Annual Meeting and any adjournments and postponements thereof and any subsequent stockholder meeting during the Standstill Period and any adjournments and postponements thereof; *provided, however*, that in the event that Institutional Shareholder Services Inc. (“**ISS**”) or Glass, Lewis & Co., LLC (“**Glass Lewis**”) recommends otherwise with respect to any proposals (other than the election or removal of directors), the Ronin Group shall be permitted to vote in accordance with ISS’s or Glass Lewis’ recommendation; *provided, further*, that the Ronin Group shall be permitted to vote in its sole discretion with respect to any publicly announced proposals relating to a merger, acquisition, disposition of all or substantially all of the assets of the Company or other business combination involving the Company requiring a vote of stockholders of the Company. For purposes of this Agreement, the terms “**Beneficial Owner**,” “**Beneficially Own**,” “**Beneficially Owned**” and “**Beneficial Ownership**” shall have the same meanings as set forth in Rule 13d-3 promulgated by the Securities and Exchange Commission (the “**SEC**”) under the Securities Exchange Act of 1934, as amended, or the rules or regulations promulgated thereunder (the “**Exchange Act**”).

(d) Prior to any Ronin Appointee's (or his or her replacement director, if applicable) appointment to the Board, the Ronin Group shall cause the Ronin Appointees (or their replacement directors, if applicable) to provide a signed agreement to the effect that the Ronin Appointees (i) consent to serve as a director of the Company, if elected, and to be included in the Company's proxy statement and proxy card for the 2017 Annual Meeting, and (ii) agree to be bound by all policies, procedures, codes, standards and guidelines applicable to members of the Board. Prior to any Ronin 2018 Appointee's (or his or her replacement director, if applicable) appointment to the Board, the Ronin Group shall cause the Ronin 2018 Appointees (or their replacement directors, if applicable) to provide a signed agreement to the effect that the Ronin 2018 Appointees (A) consent to serve as a director of the Company, if elected, and to be included in the Company's proxy statement and proxy card for the 2018 Annual Meeting, and (B) agree to be bound by all policies, procedures, codes, standards and guidelines applicable to members of the Board.

(e) The Company agrees that if any Ronin Appointee is unable to serve as a director, resigns as a director or is removed as a director during the Standstill Period, so long as the Ronin Group has not breached the terms of this Agreement, the Ronin Group shall have the ability to recommend to the Nominating Committee of the Board (the "**Nominating Committee**") a substitute person(s) to fill the resulting vacancy; *provided* that any substitute person recommended by the Ronin Group must: (i) qualify as "independent" pursuant to the listing standards of The Nasdaq Stock Market LLC ("**Nasdaq**"); (ii) have relevant financial and business experience to fill the resulting vacancy, as determined by the Nominating Committee; (iii) execute and deliver to the Company an agreement consistent with the first sentence of Section 1(d); (iv) execute and deliver to the Company a Director Confidentiality Agreement (as defined below); (v) have no agreements, arrangements or understandings (whether compensatory or otherwise) with the Ronin Group or its Affiliates; and (vi) be approved by the Nominating Committee, after exercising its good faith customary due diligence process and fiduciary duties, including, without limitation, a review of a director and officer questionnaire executed by the substitute, a background check and conducting interviews. In the event the Nominating Committee does not approve a substitute person recommended by the Ronin Group, the Ronin Group shall have the right to recommend additional substitute person(s) for consideration by the Nominating Committee. Upon the approval of a replacement director nominee by the Nominating Committee, the Board will take such actions as necessary to appoint such replacement director to the Board no later than ten (10) business days after the Nominating Committee recommendation of such replacement director.

(f) The Ronin Group hereby agrees to cause each of the Ronin Appointees (and any replacement director, if applicable) to (i) execute and deliver to the Company a Confidentiality Agreement in the form attached hereto as **EXHIBIT B** (the “**Director Confidentiality Agreement**”), (ii) comply with all policies, procedures, processes, codes, rules, standards and guidelines applicable to members of the Board, and (iii) complete the Company’s standard director and officer questionnaire and other reasonable and customary director onboarding documentation (including a representation agreement) required by the Company in connection with the election of Board members.

(g) The Ronin Group agrees that, during the Standstill Period, it will not enter into any agreement, arrangement or understanding (whether compensatory or otherwise) with any of the Ronin Appointees (or any replacement director, if applicable) (excluding, for the avoidance of doubt, any agreement, arrangement or understanding that was entered into prior to the date of this Agreement and disclosed to the Company in the Nomination Letter).

(h) The Ronin Group agrees that it will cause its Affiliates and Associates to comply with the terms of this Agreement. As used in this Agreement, the terms “**Affiliate**” and “**Associate**” shall have the respective meanings set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act, and shall include all persons or entities that at any time during the term of this Agreement become Affiliates or Associates of any person or entity referred to in this Agreement.

(i) The Ronin Group acknowledges and agrees that the Board or any committee thereof, in the exercise of its fiduciary duties, may recuse any of the Ronin Appointees from any Board or committee meeting or portion thereof at which the Board or any such committee is evaluating and/or taking action with respect to (i) the exercise of any of the Company’s rights of enforcement of any of the obligations under this Agreement, (ii) any action taken in response to actions taken or proposed by the Ronin Group or its Affiliates or Associates with respect to the Company, or (iii) any proposed transaction between the Company and the Ronin Group or its Affiliates or Associates.

## 2. Standstill Provisions.

(a) The Ronin Group agrees that, from the period commencing on the date of this Agreement and ending on the date that is thirty (30) calendar days after the date of the 2018 Annual Meeting (the “**Standstill Period**”), neither it nor any of its Affiliates or Associates will, and it will cause each of its Affiliates and Associates not to, directly or indirectly, in any manner (including, without limitation, by directing, requesting or suggesting that any other person do so):

(i) effect or seek, offer or propose (whether publicly or otherwise and whether or not subject to conditions) to effect, or announce any intention to effect or cause or participate in or in any way knowingly assist, facilitate or encourage any other person to effect or seek, offer or propose (whether publicly or otherwise and whether or not subject to conditions) or announce any intention to effect or cause or participate in:

(1) any (A) tender or exchange offer for securities of the Company or any of its subsidiaries, or any merger, consolidation, business combination or acquisition or disposition of assets of the Company or any of its subsidiaries, or (B) recapitalization, restructuring, liquidation, dissolution or other similar extraordinary transaction with respect to the Company or any of its subsidiaries; *provided, however*, that this clause shall not preclude the tender by the Ronin Group of any securities of the Company into any tender or exchange offer, or vote with respect to any extraordinary transaction approved by the Board or in accordance with Section 1(c); or

(2) any “solicitation” of “proxies” to vote (as such terms are used in Regulation 14A of the Exchange Act) or consents to vote (whether or not related to the election or removal of directors) with respect to any voting securities of the Company or any of its subsidiaries, or the initiation, proposal, inducement, encouragement or solicitation of stockholders of the Company for the approval of any stockholder proposals with respect to the Company, or the solicitation, advisement or influence of any person with respect to the voting of any voting securities of the Company;

(ii) deposit any shares of Common Stock or other voting securities of the Company in a voting trust or subject shares of Common Stock or other voting securities of the Company to a voting agreement or other agreement or arrangement with respect to the voting of such shares or securities, including, without limitation, lend any securities of the Company to any person or entity for the purpose of allowing such person or entity to vote such securities in connection with any stockholder vote or consent of the Company;

(iii) encourage, influence, advise, form, join or in any way participate in a “group” as defined in Section 13(d)(3) of the Exchange Act with respect to any securities of the Company or otherwise in connection with any of the foregoing (other than a “group” that includes all or some of the persons identified on **EXHIBIT A**, but does not include any other entities or persons not identified on **EXHIBIT A** as of the date hereof); *provided, however*, that nothing herein shall limit the ability of an Affiliate or Associate of the Ronin Group to join the “group” following the execution of this Agreement, so long as any such Affiliate or Associate agrees to be bound by the terms and conditions of this Agreement;

(iv) (A) call or seek to call any meeting of stockholders, including by written consent, or provide to any third party a proxy, consent or requisition to call any meeting of stockholders; (B) seek to have the stockholders authorize or take corporate action by written consent without a meeting, solicit any consents from stockholders or grant any consent or proxy for a consent to any third party seeking to have the stockholders authorize or take corporate action by written consent without a meeting; (C) seek, alone or in concert with others, representation on the Board; (D) seek the removal of any member of the Board; (E) conduct a referendum of stockholders; (F) present at any annual meeting or any special meeting of the Company’s stockholders; or (G) make a request or demand for a stockholder list or an inspection of Company books and records, including pursuant to any statutory right that the Ronin Group may have (in each case, except as expressly permitted by Section 1 of this Agreement);

(v) seek, or encourage any person or entity, to submit nominations in furtherance of a “contested solicitation” for the election or removal of directors with respect to the Company or seek, encourage or take any other action with respect to the election or removal of any directors (except as expressly permitted by Section 1 of this Agreement);

(vi) otherwise act, alone or in concert with others, to seek to control, change or influence the management, the Board or policies of the Company or any of its subsidiaries (except as expressly permitted by Section 1 of this Agreement);

(vii) seek to have the Company or any of its Affiliates or Associates waive or make amendments or modifications to its respective charter, bylaws or other applicable governing documents, or other actions that may impede or facilitate the acquisition of control of the Company, or such Company Affiliate or Associate, by any person;

(viii) enter into, or seek to enter into, any agreement, arrangement or understandings (whether economic, compensatory, pecuniary or otherwise) with any member of the Board, including any Ronin Appointee;

(ix) institute, solicit, assist or join, as a party, any litigation, arbitration or other proceeding against or involving the Company or any of its current or former directors or officers (including derivative actions), other than (A) to enforce the provisions of this Agreement, (B) counterclaims with respect to any proceeding initiated by, or on behalf of, the Company or its Affiliates against the Ronin Group, or (C) the exercise of statutory appraisal rights; *provided*, that the foregoing shall not prevent any member of the Ronin Group from responding to or complying with a validly issued legal process;

(x) disclose any intention, plan or arrangement inconsistent with the foregoing;

(xi) instigate, encourage, join, act in concert with or assist (including, but not limited to, providing or assisting in any way in the obtaining of financing for, or acting as a joint or co-bidder for the Company or any of its subsidiaries with) any third party to do any of the foregoing;

(xii) take any action that could reasonably be expected to require the Company to make a public announcement regarding the possibility of any of the events described in this Section 2; or

(xiii) request that the Company or the Board or any of their respective representatives amend or waive any provision of this Section 2 (including this sentence) other than through non-public communications with the Company that would not be reasonably determined to trigger public disclosure obligations for any Party, which the Board (excluding the Ronin Appointees) may accept or reject in its sole discretion.

(b) In furtherance of the foregoing, upon request of the Company, the Ronin Group shall promptly notify the Company of the number of shares of Common Stock Beneficially Owned by the Ronin Group.

Notwithstanding anything to the contrary contained herein, the Ronin Group hereby acknowledges and agrees that the Board and the Company shall have no obligation to nominate any Ronin Appointee (or any replacement director, if applicable) for election at the 2019 Annual Meeting.



3. No Litigation. During the Standstill Period:

(a) The Ronin Group covenants and agrees that it shall not, and shall not permit any of its Affiliates or Associates to, directly or indirectly, alone or in concert with others, threaten, encourage, pursue, solicit, initiate, commence, continue, file or assist any other person to threaten, encourage, pursue, solicit, initiate, commence, continue or file any lawsuit, claim or proceeding before any court (collectively, "**Legal Proceeding**") against the Company or any of its Affiliates or Associates in respect of actions or circumstances that occurred prior to the date of this Agreement, except for any Legal Proceeding initiated to remedy a breach of or to enforce this Agreement; *provided, however*, that the foregoing shall not prevent the Ronin Group or its Affiliates or Associates from responding to oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar processes (each, a "**Legal Requirement**") in connection with any Legal Proceeding if such Legal Proceeding has not been initiated by, or on behalf of, or at the suggestion of, the Ronin Group or any of its Affiliates or Associates; *provided, further*, that in the event the Ronin Group or any of its Affiliates or Associates receives such Legal Requirement, such Party shall give prompt written notice (and in no event more than three (3) calendar days after receiving such Legal Requirement) of such Legal Requirement to the Company.

(b) The Company covenants and agrees that it shall not, and shall not permit any of its Affiliates or Associates to, directly or indirectly, alone or in concert with others, threaten encourage, pursue, solicit, initiate, commence, continue, file or assist any other person to threaten, encourage, pursue, solicit, initiate, commence, continue or file any Legal Proceeding against the Ronin Group or any of its Affiliates or Associates in respect of actions or circumstances that occurred prior to the date of this Agreement, except for any Legal Proceeding initiated solely to remedy a breach of or to enforce this Agreement; *provided, however*, that the foregoing shall not prevent the Company or any of its Affiliates or Associates from responding to a Legal Requirement in connection with any Legal Proceeding if such Legal Proceeding has not been initiated by, or on behalf of, or at the suggestion of, the Company or any of its Affiliates or Associates; *provided, further*, that in the event the Company or any of its Affiliates or Associates receives such Legal Requirement, the Company shall give prompt written notice (and in no event more than three (3) calendar days after receiving such Legal Requirement) of such Legal Requirement to the Ronin Group.

4. Representations and Warranties of the Company. The Company represents and warrants to the Ronin Group that:

(a) The Company has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby;

(b) The individual signing this Agreement on behalf of the Company has the full power, right and authority to execute this Agreement on behalf of the Company;

(c) This Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles; and

(d) The execution, delivery and performance of this Agreement by the Company does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to the Company, or (ii) constitute a default (or an event which with notice or lapse of time or both could constitute such a violation, conflict or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

5. Representations and Warranties of the Ronin Group. The Ronin Group represents and warrants to the Company that:

(a) The Ronin Group has the full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby;

(b) The individuals signing this Agreement on behalf of the Ronin Group have the full power, right and authority to execute this Agreement on behalf of the Ronin Group;

(c) This Agreement has been duly and validly authorized, executed and delivered by the Ronin Group, constitutes a valid and binding obligation and agreement of the Ronin Group and is enforceable against the Ronin Group in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles;

(d) The execution, delivery and performance of this Agreement by the Ronin Group does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Ronin Group, or (ii) constitute a default (or an event which with notice or lapse of time or both could constitute such a violation, conflict or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Ronin Group is a party or by which it is bound;

(e) As of the date of this Agreement, (i) the Ronin Group is deemed to Beneficially Own in the aggregate 4,325,889 shares of Common Stock (including an aggregate of 152,497 shares of Common Stock that may be acquired upon the conversion of an aggregate of 128,099 shares of Series E Preferred Stock), and (ii) except as otherwise disclosed in this Agreement, the Ronin Group does not currently have, and does not currently have any right to acquire, any interest in any other securities of the Company (or any rights, options or other securities convertible into or exercisable or exchangeable (whether or not convertible, exercisable or exchangeable immediately or only after the passage of time or the occurrence of a specified event) for such securities or any obligations measured by the price or value of any securities of the Company, including any swaps or other derivative arrangements designed to produce economic benefits and risks that correspond to the ownership of Common Stock, whether or not any of the foregoing would give rise to Beneficial Ownership, and whether or not to be settled by delivery of Common Stock, payment of cash or by other consideration, and without regard to any short position under any such contract or arrangement);

(f) Each of the Ronin Appointees (i) is “independent” under the rules of Nasdaq and Rule 10A-3 of the Exchange Act, (ii) is not an “interested person,” as defined in the Investment Company Act of 1940, as amended, of the Ronin Group and is not otherwise affiliated with and does not have any material relationship with the Ronin Group, and (iii) has no agreements, arrangements or understandings (whether compensatory or otherwise) with the Ronin Group or its Affiliates (excluding, for the avoidance of doubt, any agreement, arrangement or understanding that was entered into prior to the date of this Agreement and disclosed to the Company in the Nomination Letter).

6. Press Release. Within four (4) business days following the execution of this Agreement, the Company and the Ronin Group shall jointly issue a mutually agreeable press release (the “**Press Release**”) announcing certain terms of this Agreement, in the form attached as **EXHIBIT C**. Prior to the issuance of the Press Release, neither the Company nor the Ronin Group shall issue any press release or public announcement regarding this Agreement without the prior written consent of the other Party. During the Standstill Period, neither the Company nor the Ronin Group shall make any public announcement or statement that is inconsistent with or contrary to the statements made in the Press Release, except as required by law or the rules of any stock exchange or with the prior written consent of the other Party.

7. Form 8-K and Schedule 13D Amendments. Within four (4) business days following the execution of this Agreement, the Company will file a Current Report on Form 8-K, which will report the entry into this Agreement. The Ronin Group shall promptly, but in no case prior to the filing or other public release by the Company of the Press Release, prepare and file an amendment to each of the Schedule 13Ds with respect to the Company originally filed by the Ronin Group with the SEC on March 2, 2017 and April 17, 2017, each as amended through the date hereof, to report the entry into this Agreement and to amend applicable items to conform to its obligations hereunder. Such Current Report on Form 8-K and amendments to Schedule 13D shall be consistent with the Press Release and the terms of this Agreement, and shall be in form and substance reasonably acceptable to the Company and the Ronin Group.

8. Termination. This Agreement shall remain in full force and effect and shall be fully binding on the Parties in accordance with the provisions hereof until the expiration of the Standstill Period. Notwithstanding the foregoing, this Section 8 and Sections 9-20 shall survive the termination or expiration of this Agreement.

9. Specific Performance. Each of the Ronin Group, on the one hand, and the Company, on the other hand, acknowledges and agrees that irreparable injury to the other Party would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury would not be adequately compensable by the remedies available at law (including the payment of money damages). It is accordingly agreed that the Ronin Group, on the one hand, and the Company, on the other hand (the “**Moving Party**”), will each be entitled to specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof, and the other Party will not take action, directly or indirectly, in opposition to the Moving Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. This Section 9 is not the exclusive remedy for any violation of this Agreement. In the event a Party institutes any legal action to enforce such Party’s rights, or recover damage for breach of this Agreement, the prevailing Party or Parties in such action shall be entitled to recover from the other Party or Parties all out-of-pocket costs and expenses, including but not limited to reasonable attorney’s fees, court costs, witness fees, disbursements and any other expenses of litigation or negotiations incurred by such prevailing Party or Parties.

10. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the Parties that the Parties would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. In addition, the Parties agree to use their respective best efforts to agree upon and substitute a valid and enforceable term, provision, covenant or restriction for any of such that is held invalid, void or enforceable by a court of competent jurisdiction.

11. Notices. Any notices, consents, determinations, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally; (b) upon confirmation of receipt, when sent by e-mail (*provided* that such confirmation is not automatically generated); or (c) one business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the Party to receive the same. The addresses and e-mail addresses for such communications shall be:

If to the Company:

Peregrine Pharmaceuticals, Inc.  
14282 Franklin Avenue  
Tustin, CA 92780  
Attention: Mark R. Ziebell, Vice President, General Counsel and Corporate Secretary  
E-mail: MZiebell@peregrineinc.com

with a copy (which shall not constitute notice) to:

Paul Hastings LLP  
1117 S. California Avenue  
Palo Alto, California 94304  
Attention: Jeffrey T. Hartlin, Esq.  
E-mail: jeffhartlin@paulhastings.com

If to the Ronin Group or any member thereof:

Ronin Trading, LLC  
350 N. Orleans Street, Suite 2N  
Chicago, Illinois 60654  
Attention: James Griffin  
E-mail: james.griffin@ronin-capital.com

with a copy (which shall not constitute notice) to:

Olshan Frome Wolosky LLP  
1325 Avenue of the Americas  
New York, NY 10019  
Attention: Steve Wolosky, Esq. and Ryan Nebel, Esq.  
E-mail: swolosky@olshanlaw.com and rnebel@olshanlaw.com

12. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof. Each of the Parties irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the Parties hereby irrevocably submits, with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement in any court other than the aforesaid courts. Each of the Parties hereby irrevocably waives, and agrees not to assert in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable legal requirements, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

13. **Counterparts; Headings.** This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party (including by means of electronic delivery or facsimile). The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

14. Entire Agreement; Amendment and Waiver; Successors and Assigns; Third Party Beneficiaries. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes and renders null, void and non-actionable any and all prior or contemporaneous agreements, promises, warranties, understandings, terms, conditions and representations, written or oral, made by the Parties, or their agents, concerning the matters covered by this Agreement. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings between the Parties other than those expressly set forth herein. No modifications of this Agreement can be made except in writing signed by an authorized representative of each of the Company and the Ronin Group, except that the signature of an authorized representative of the Company will not be required to permit an Affiliate or Associate of the Ronin Group to agree to be listed on **EXHIBIT A** and be bound by the terms and conditions of this Agreement. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. The terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors, heirs, executors, legal representatives, and permitted assigns. No Party shall assign this Agreement or any rights or obligations hereunder without, with respect to any member of the Ronin Group, the prior written consent of the Company, and with respect to the Company, the prior written consent of the Ronin Group. This Agreement is solely for the benefit of the Parties and is not enforceable by any other persons or entities.

15. Interpretation and Construction. Each of the Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed this Agreement with the advice of such counsel. Each Party and its counsel cooperated and participated in the drafting and preparation of this Agreement, and any and all drafts relating thereto exchanged among the Parties shall be deemed the work product of each of the Parties and may not be construed against any Party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted or prepared it is of no application and is hereby expressly waived by each of the Parties, and any controversy over interpretations of this Agreement shall be decided without regard to events of drafting or preparation. The term “including” shall be deemed to mean “including without limitation” in all instances. The terms “hereof,” “herein” and “hereunder” and terms of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term “will” shall be construed to have the same meaning as the term “shall.” The phrase “date hereof” will refer to the date of this Agreement. The term “or” is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

16. Mutual Release and Non-Collaboration.

(a) The Company, on the one hand, and the Ronin Group, on the other hand, on behalf of themselves and for all of their past and present affiliated, associated, related, parent and subsidiary entities, divisions, joint ventures, partnerships, successors, assigns, associated investment funds or companies, management companies, and the respective owners, officers, directors, partners, members, managers, principals, parents, subsidiaries, predecessor entities, agents, representatives, employees, shareholders, advisors, consultants, attorneys, heirs, executors, administrators, successors and assigns of any such person or entity, security holders of any such person or entity, and any other person claiming (now or in the future) through or on behalf of any of such persons or entities (collectively "**Released Persons**"), irrevocably and unconditionally release, settle, acquit, forever discharge, and covenant not to sue the other and all of the other Party's Released Persons, from any and all causes of action, claims, liabilities, actions, rights, judgments, obligations, guarantees, damages, amounts, demands, losses, controversies, contentions, complaints, promises, accountings, bonds, bills, debts, dues, sums of money, expenses, specialties, fees, and costs (whether direct, indirect or consequential, incidental or otherwise including, without limitation, attorney's fees or court costs, of whatever nature) incurred in connection therewith of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, claimed or unclaimed, asserted or unasserted, fixed or contingent, accrued or unaccrued, past or present, in their own right, representatively, derivatively or in any other capacity, in law or in equity or liabilities of whatever kind or character, arising under federal, state, foreign, or common law or the laws of any other relevant jurisdiction (the "**Claims**"), that have arisen, could have arisen, arise now, or hereafter may arise out of or relate in any manner to the allegations, facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, omissions or any other matter, thing, or cause whatsoever, or any series thereof, embraced, involved, arising out of, relating to, or in connection with in any way to: (i) the appointment of the Ronin Appointees to the Board, (ii) the Nomination Letter, (iii) the Books and Records Letters, (iv) the negotiation of this Agreement (including the exhibits hereto), and (v) the nomination of directors for election at the 2017 Annual Meeting (collectively, the "**Released Claims**"); *provided* that this release and waiver of Claims shall not include claims to enforce the terms of this Agreement. It is further understood and agreed that it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all disputes and claims between them arising out of, or relating or connecting in any way to the Released Claims, or any similar matter or issues, whether known or unknown. Accordingly, each of the Parties, on behalf of themselves and each of their respective Released Persons, expressly waives any and all rights and benefits under Section 1542 of the California Civil Code, and all similar laws or statutes of this or any other jurisdiction, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(b) The Parties acknowledge and agree that they may be unaware of or may discover facts in addition to or different from those which they now know, anticipate or believe to be true related to or concerning the Released Claims. The Parties know that such presently unknown or unappreciated facts could materially affect the claims or defenses of a Party or Parties. It is nonetheless the intent of the Parties to give a full, complete and final release and discharge of the Released Claims. In furtherance of this intention, the releases herein given shall be and remain in effect as full and complete releases with regard to the Released Claims notwithstanding the discovery or existence of any such additional or different claim or fact. To that end, the Parties expressly waive and relinquish any and all provisions, rights and benefits conferred by any law of the United States or of any state or territory of the United States or of any other relevant jurisdiction, or principle of common law, under which a general release does not extend to claims that the Parties do not know or suspect to exist in their favor at the time of executing the release that if known by the Parties might have affected the Parties' settlement. The Parties acknowledge and agree that the inclusion of this Section 16 was separately bargained for and is a material term of this Agreement.

(c) The Parties shall not voluntarily collaborate with or assist any other individual or entity in any lawsuit, claim, demand, action, or causes of action of whatever kind or nature arising out of, or relating or connecting in any way to the Released Claims against the other Parties.

17. Mutual Non-Disparagement. Subject to applicable law, each of the Parties covenants and agrees that, during the Standstill Period, or if earlier, until such time as the other Party or any of its agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors shall have breached this Section 17, neither it nor any of its respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, shall make or cause to be made any statement or announcement, including in any document or report filed with or furnished to the SEC or through the press, media, analysts or other persons, that in any way disparages, calls into disrepute, or otherwise defames or slanders the other Parties or such other Parties' subsidiaries, affiliates, successors, assigns, officers (including any current officer of a Party or a Party's subsidiaries who no longer serves in such capacity following the execution of this Agreement), or directors (including any current director of a Party or a Party's subsidiaries who no longer serves in such capacity following the execution of this Agreement), or any of their products or services, in any manner that would disparage or damage the business or reputation of such other Party, its products or services or their subsidiaries, affiliates, successors, assigns, officers (or former officers), or directors (or former directors). For purposes of this Section 17, no actions taken by any director, agent, affiliate, officers or key employee or other representative of a Party in any capacity other than as a representative of, and at the direction of, such Party will be covered by this Agreement. Notwithstanding the foregoing, no Party shall be prohibited from making any factual statement as required by applicable legal process, subpoena or legal requirement or as part of a response to a request for information from any governmental authority with jurisdiction over the Party from whom information is sought.

18. Further Assurances. Each of the Parties hereby agrees that it will hereafter execute and deliver any further document, agreement or instrument as may be necessary or desirable to effectuate the purposes hereof.

19. Fees and Expenses. Each Party shall be responsible for its own fees, costs and expenses incurred in connection with (a) the 2017 Annual Meeting, including any and all nominations and solicitation efforts in connection therewith, the Nomination Letter and the Books and Records Letters and all matters related thereto, and (b) the negotiation, execution and effectuation of this Agreement and the transactions contemplated hereby; *provided, however*, that the Company shall reimburse the Ronin Group for its actual, reasonable and documented out-of-pocket fees and expenses in connection with such matters in an amount not to exceed \$75,000.

20. Securities Laws. The Ronin Group acknowledges that it is aware, and will advise each of its representatives who are informed as to the matters that are the subject of this Agreement, that the United States securities laws may prohibit any person or entity who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities.



IN WITNESS WHEREOF, this Settlement Agreement has been duly executed and delivered by the duly authorized signatories of the Parties as of the date hereof.

**PEREGRINE PHARMACEUTICALS, INC.**

By: /s/ Steven W. King  
Name: Steven W. King  
Title: Chief Executive Officer

**RONIN TRADING, LLC**

By: /s/ John S. Stafford, III  
Name: John S. Stafford, III  
Title: Manager

**RONIN CAPITAL, LLC**

By: /s/ John S. Stafford, III  
Name: John S. Stafford, III  
Title: Manager

**SWIM PARTNERS LP**

By: SW Investment Management LLC  
General Partner

By: /s/ Stephen White  
Name: Stephen White  
Title: Manager

**SW INVESTMENT MANAGEMENT LLC**

By: /s/ Stephen White  
Name: Stephen White  
Title: Manager

/s/ John S. Stafford, III  
**JOHN S. STAFFORD, III**

/s/ Stephen White  
**STEPHEN WHITE**

/s/ Roger Farley  
**ROGER FARLEY**

*[Signature Page to Settlement Agreement]*

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**EXHIBIT A**

**THE RONIN GROUP**

RONIN TRADING, LLC

RONIN CAPITAL, LLC

SWIM PARTNERS LP

SW INVESTMENT MANAGEMENT LLC

JOHN S. STAFFORD, III

STEPHEN WHITE

ROGER FARLEY

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**EXHIBIT B**

**DIRECTOR CONFIDENTIALITY AGREEMENT**

**EXHIBIT C**

**PRESS RELEASE**

**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including additional amendments thereto) with respect to the common stock, \$0.001 par value per share, of Peregrine Pharmaceuticals, Inc., a Delaware corporation. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: November 27, 2017

Ronin Trading, LLC

By: /s/ John S. Stafford, III  
 Name: John S. Stafford, III  
 Title: Manager

Ronin Capital, LLC

By: /s/ John S. Stafford, III  
 Name: John S. Stafford, III  
 Title: Manager

/s/ John S. Stafford, III  
 John S. Stafford, III

SWIM Partners LP

By: SW Investment Management LLC  
 General Partner

By: /s/ Stephen White  
 Name: Stephen White  
 Title: Manager

SW Investment Management LLC

By: /s/ Stephen White  
 Name: Stephen White  
 Title: Manager

/s/ Stephen White  
 Stephen White

/s/ Roger Farley  
 Roger Farley