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SUPERGEN INC

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 07/25/11

Address	4140 DUBLIN BLVD SUITE 200 DUBLIN, CA 94568
Telephone	9255600100
CIK	0000919722
Symbol	SUPG
SIC Code	2834 - Pharmaceutical Preparations
Industry	Biotechnology & Drugs
Sector	Healthcare
Fiscal Year	12/31

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As filed with the Securities and Exchange Commission on July 25, 2011

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
Under
The Securities Act of 1933

SUPERGEN, INC.

(Exact name of Registrant as specified in its charter)

Delaware	**91-1841574**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

4140 Dublin Boulevard, Suite 200
Dublin, California 94568
(Address of principal executive offices)

2008 Employee Stock Purchase Plan
Stand-Alone Assumed Astex Options
(Full titles of the plan)

James S.J. Manuso, Ph.D.
Chief Executive Officer
SUPERGEN, INC.
4140 Dublin Boulevard, Suite 200
Dublin, California 94568
(925) 560-0100
(Name, address and telephone number of agent for service)

Copy to:

Page Mailliard, Esq.
Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, California 94304

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (3)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, $.001 par value: Reserved for future issuance under the SuperGen, Inc. 2008 Employee Stock Purchase Plan	250,000	$ 2.52	$ 630,000	$ 73.14
Common Stock, $.001 par value: Reserved for future issuance as stand-alone assumed Astex options	2,237,976 (2)	$ 2.965	$ 6,635,599	$ 770.39
			Aggregate registration fee	$ 843.53

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover

any additional shares of the Registrant's Common Stock that become issuable under the 2008 Employee Stock Purchase Plan and pursuant to stand-alone assumed Astex options by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration that increases the number of outstanding shares of Registrant's Common Stock.

(2) Represents shares subject to issuance upon the exercise of stock options outstanding under the Astex Therapeutics Limited stock option plans and assumed by Registrant on July 20, 2011 pursuant to an Implementation Agreement by and among Registrant and Astex Therapeutics Limited.

(3) Estimated in accordance with Rule 457(c) under the Securities Act, solely for the purpose of calculating the amount of the registration fee based on the average of the high and low prices per share of the Company's Common Stock as reported on the Nasdaq Stock Market on July 18, 2011, which was $2.965 per share.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3 . Incorporation of Documents by Reference

We hereby incorporate by reference in this registration statement the following documents previously filed by us with the Securities and Exchange Commission (the "Commission"):

(a) Our Annual Report on Form 10-K for the fiscal year ended December 31, 2010, filed with the Commission on March 9, 2011.

(b) Our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2011, filed with the Commission on May 10, 2011.

(c) Our Current Reports on Form 8-K filed with the Commission on March 11, 2011, March 18, 2011, March 28, 2011, April 7, 2011, June 17, 2011, and July 20, 2011. We specifically exclude from incorporation such information that has been furnished and not filed pursuant to Item 2.02 of our Current Reports on Form 8-K filed with the Commission on February 28, 2011 and April 27, 2011.

(d) The description of our Common Stock to be offered hereby is contained in our Registration Statement on Form 8-A filed with the Commission on January 18, 1996 pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents.

The documents incorporated by reference herein contain forward-looking statements that involve risks and uncertainties. Our actual results may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such a difference include, but are not limited to, the risks identified in the respective documents incorporated by reference.

Item 4 . Description of Securities

Not applicable.

Item 5 . Interests of Named Experts and Counsel

Not applicable.

Item 6 . Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation's Law authorizes a corporation to indemnify its directors, officers, employees or other agents in terms sufficiently broad to permit indemnification (including reimbursement for expenses incurred) under certain circumstances for liabilities arising under the Securities

Act of 1933, as amended (the "Securities Act"). Our Certificate of Incorporation provides for the indemnification of directors to the fullest extent permissible under Delaware General Corporation Law. Article VI of our Bylaws provides indemnification of our directors and officers to the maximum extent permitted by the Delaware General Corporation Law. In addition, we have entered into indemnification agreements with our directors and officers, and we maintain insurance policies insuring our directors and officers against certain liabilities that they may incur in their capacity as officers and directors of our company

Item 7 . Exemption From Registration Claimed

Not applicable.

Item 8 . Exhibits

4.1	2008 Employee Stock Purchase Plan (as amended March 17, 2011)
4.2	Astex Therapeutics Limited 2010 Share Option Scheme
4.3	Form of Replacement Option Agreement relating to the Astex Therapeutics Limited 2010 Share Option Scheme — EMI Options
4.4	Form of Replacement Option Agreement relating to the Astex Therapeutics Limited 2010 Share Option Scheme — Unapproved Options
4.5	Form of Replacement Option Agreement relating to the Astex Therapeutics Limited 2010 Share Option Scheme — Consultants Options
4.6	Astex Technology Limited Enterprise Management Incentive Scheme
4.7	Form of Replacement Option Agreement relating to the Astex Technology Limited Enterprise Management Incentive Share Scheme 2002
4.8	Astex Technology Share Option Plan for Consultants
4.9	Form of Replacement Option Certificate relating to the Astex Technology Share Option Plan for Consultants
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, P.C., as to the legality of securities being registered
23.1	Consent of Independent Registered Public Accounting Firm
23.2	Consent of Counsel (contained in Exhibit 5.1)
24.1	Power of Attorney (included on the signature page of this Registration Statement)

Item 9 . Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in

the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of the securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference into this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dublin, State of California, on July 25, 2011.

SUPERGEN, INC.

By: /s/ JAMES S.J. MANUSO
James S.J. Manuso, Ph.D.
Chief Executive Officer and Chairman of the Board

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints James S.J. Manuso and Michael Molkentin, and each of them individually, his attorney-in-fact for him in any and all capacities, to sign any amendments to this registration statement on Form S-8, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JAMES S.J. MANUSO James S.J. Manuso	Chief Executive Officer and Chairman of the Board of Directors *(Principal Executive Officer)*	July 25, 2011
/s/ HARREN JHOTI Harren Jhoti	President and Director	July 25, 2011
/s/ MICHAEL MOLKENTIN Michael Molkentin	Chief Financial Officer *(Principal Financial and Accounting Officer)*	July 25, 2011
/s/ CHARLES J. CASAMENTO Charles J. Casamento	Director	July 25, 2011
/s/ PETER FELLNER Peter Fellner	Vice Chairman of the Board of Directors	July 25, 2011
/s/ THOMAS V. GIRARDI Thomas V. Girardi	Director	July 25, 2011
/s/ ALLAN R. GOLDBERG Allan R. Goldberg	Director	July 25, 2011
/s/ TIMOTHY HAINES Timothy Haines	Director	July 25, 2011
/s/ ISMAIL KOLA Ismail Kola	Director	July 25, 2011
/s/ WALTER J. LACK Walter J. Lack	Director	July 25, 2011

SUPERGEN, INC.

REGISTRATION STATEMENT ON FORM S-8

EXHIBIT INDEX

Exhibit Number	Description
4.1	2008 Employee Stock Purchase Plan (as amended March 17, 2011)
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24.1	Power of Attorney (included on the signature page of this Registration Statement)

EXHIBIT 4.1

SUPERGEN, INC.

2008 EMPLOYEE STOCK PURCHASE PLAN

(as amended March 17, 2011)

1. Purpose . The purpose of the Plan is to provide employees of the Company and its Designated Subsidiaries with an opportunity to purchase Common Stock of the Company through accumulated payroll deductions. It is the Company's intention to have the Plan qualify as an "Employee Stock Purchase Plan" under Section 423 of the Internal Revenue Code of 1986, as amended. The provisions of the Plan, accordingly, will be construed so as to extend and limit Plan participation in a manner consistent with the requirements of Section 423 of the Code.

2. Definitions

(a) " **Administrator** " means the Board or any committee appointed by the Board.

(b) " **Board** " means the Board of Directors of the Company.

(c) " **Code** " means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

(d) " **Common Stock** " means the common stock of the Company.

(e) " **Company** " means SuperGen, Inc., a Delaware corporation, and any Designated Subsidiary of the Company.

(f) " **Compensation** " means all base straight time gross earnings, bonuses and commissions, exclusive of payments for overtime, shift premium and other compensation.

(g) " **Designated Subsidiary** " means any Subsidiary which has been designated by the Administrator from time to time in its sole discretion as eligible to participate in the Plan.

(h) " **Employee** " means any individual who is an Employee of the Company for tax purposes whose customary employment with the Company is at least twenty (20) hours per week and more than five (5) months in any calendar year. For purposes of the Plan, the employment relationship will be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Company. Where the period of leave exceeds 90 days and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship will be deemed to have terminated on the 91st day of such leave.

(i) " **Enrollment Date** " means the first day of each Offering Period.

(j) " **Exercise Date** " means the last Trading Day of each Offering Period.

(k) " **Fair Market Value** " means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day on the date of such determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value will be the mean of the closing bid and asked prices for the Common Stock on the date of such determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for the Common Stock, the Fair Market Value thereof will be determined in good faith by the Administrator.

(l) " **Offering Period** " means a period of approximately six (6) months during which an option granted pursuant to the Plan may be exercised, commencing on the first Trading Day on or after May 15 and terminating on the last Trading Day in the period ending the following November 14, or commencing on the first Trading Day on or after November 15 and terminating on the last Trading Day in the period ending the following May 14. The duration of Offering Periods may be changed pursuant to Section 4 of this Plan.

(m) " **Plan** " means this SuperGen, Inc. 2008 Employee Stock Purchase Plan.

(n) " **Purchase Price** " means an amount equal to eighty-five percent (85%) of the Fair Market Value of a share of Common Stock on the Enrollment Date or on the Exercise Date, whichever is lower.

(o) " **Reserves** " means the number of shares of Common Stock covered by each option under the Plan which have not yet been exercised and the number of shares of Common Stock which have been authorized for issuance under the Plan but not yet placed under option.

(p) " **Subsidiary** " means a corporation, domestic or foreign, of which not less than fifty percent (50%) of the voting shares are held by the Company or a Subsidiary, whether or not such corporation now exists or is hereafter organized or acquired by the Company or a Subsidiary.

(q) " **Trading Day** " means a day on which the national stock exchanges and the Nasdaq System are open for trading.

3. Eligibility

(a) Any Employee who is employed by the Company on a given Enrollment Date will be eligible to participate in the Plan.

(b) Any provisions of the Plan to the contrary notwithstanding, no Employee will be granted an option under the Plan (i) to the extent that, immediately after the grant, such Employee (or any other person whose stock would be attributed to such Employee pursuant to Section 424(d) of the Code)

would own capital stock of the Company and/or hold outstanding options to purchase such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of the Company or of any Subsidiary, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans of the Company and any Subsidiaries accrues at a rate which exceeds Twenty-Five Thousand Dollars ($25,000) worth of stock (determined at the Fair Market Value of the stock at the time such option is granted) for each calendar year in which such option is outstanding at any time.

4. Offering Periods . The Plan will be implemented by consecutive Offering Periods with a new Offering Period commencing on the first Trading Day on or after May 15 and November 15 of each year, or on such other date as the Administrator will determine, and continuing thereafter until terminated in accordance with Section 20 hereof. The Administrator will have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future offerings without stockholder approval if such change is announced at least five (5) days prior to the scheduled beginning of the first Offering Period to be affected thereafter.

5. Participation

(a) An eligible Employee may participate in the Plan by (i) completing a subscription agreement authorizing payroll deductions in the form of Exhibit A to this Plan and filing it with the Company's payroll office prior to the applicable Enrollment Date or (ii) following an electronic or other enrollment procedure prescribed by the Administrator.

(b) Payroll deductions for a participant will commence on the first payroll following the Enrollment Date and will end on the last payroll in the Offering Period to which such authorization is applicable, unless sooner terminated by the participant as provided in Section 10 hereof.

6. Payroll Deductions

(a) At the time a participant files his or her subscription agreement, he or she will elect to have payroll deductions made on each pay day during the Offering Period in an amount not exceeding twenty percent (20%) of the Compensation which he or she receives on each pay day during the Offering Period.

(b) A participant may not make any additional payments into such account.

(c) A participant may discontinue his or her participation in the Plan as provided in Section 10 hereof, or may decrease the rate of his or her payroll deductions during the Offering Period by completing and submitting to the Company's payroll office a new subscription agreement authorizing a change in payroll deduction rate. The Administrator may, in its sole discretion, limit the number of participation rate changes during any Offering Period. The change in rate will be effective with the first full payroll period following five (5) business days after the Company's receipt of the new subscription agreement unless the Company elects to process a given change in participation more quickly. A participant's subscription agreement will remain in effect for successive Offering Periods unless terminated as provided in Section 10 hereof.

(d) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3 (b) hereof, a participant's payroll deductions may be decreased to zero percent (0%) at any time during an Offering Period.

(e) At the time the option is exercised, in whole or in part, or at the time some or all of the Common Stock issued under the Plan is disposed of, the participant must make adequate provision for the Company's federal, state, or other tax withholding obligations, if any, which arise upon the exercise of the option or the disposition of the Common Stock. At any time, the Company may, but will not be obligated to, withhold from the participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including any withholding required to make available to the Company any tax deductions or benefits attributable to the sale or early disposition of Common Stock by the Employee.

7. Grant of Option . On the Enrollment Date of each Offering Period, each eligible Employee participating in such Offering Period will be granted an option to purchase on the Exercise Date of such Offering Period (at the applicable Purchase Price) up to a number of shares of the Common Stock determined by dividing such Employee's payroll deductions accumulated prior to such Exercise Date and retained in the Participant's account as of the Exercise Date by the applicable Purchase Price; provided that in no event will an Employee be permitted to purchase during each Offering Period more than 1,500 shares (subject to any adjustment pursuant to Section 19 hereof), and provided further that such purchase will be subject to the limitations set forth in Sections 3(b) and 12 hereof. The Administrator may, for future Offering Periods, increase or decrease, in its sole discretion, the maximum number of shares of Common Stock that an Employee may purchase during each Offering Period. Exercise of the option will occur as provided in Section 8 hereof, unless the participant has withdrawn pursuant to Section 10 hereof. The option will expire on the last day of the Offering Period.

8. Exercise of Option . Unless a participant withdraws from the Plan as provided in Section 10 hereof, his or her option for the purchase of shares will be exercised automatically on the Exercise Date, and the maximum number of full shares subject to option will be purchased for such participant at the applicable Purchase Price with the accumulated payroll deductions in his or her account. No fractional shares will be purchased; any payroll deductions accumulated in a participant's account which are not sufficient to purchase a full share will be retained in the participant's account for the subsequent Offering Period, subject to earlier withdrawal by the participant as provided in Section 10 hereof. Any other monies left over in a participant's account after the Exercise Date will be returned to the participant. During a participant's lifetime, a participant's option to purchase shares hereunder is exercisable only by him or her.

9. Delivery . As soon as reasonably practicable after each Exercise Date on which a purchase of shares of Common Stock occurs, the Company will arrange the delivery to each participant of the shares purchased upon exercise of his or her option in a form determined by the Administrator (in its sole discretion). No participant will have any voting, dividend or other stockholder rights with respect to shares of Common Stock subject to any option granted under the Plan until such shares have been purchased and delivered to the participant as provided in this Section 9.

10. Withdrawal

(a) A participant may withdraw all but not less than all the payroll deductions credited to his or her account and not yet used to exercise his or her option under the Plan at any time by (i) giving written notice to the Company's payroll office in the form of Exhibit B to this Plan or (ii) following an

electronic or other withdrawal procedure prescribed by the Administrator. All of the participant's payroll deductions credited to his or her account will be paid to such participant promptly after receipt of notice of withdrawal and such participant's option for the Offering Period will be automatically terminated, and no further payroll deductions for the purchase of shares will be made for such Offering Period. If a participant withdraws from an Offering Period, payroll deductions will not resume at the beginning of the succeeding Offering Period unless the participant delivers to the Company a new subscription agreement.

(b) A participant's withdrawal from an Offering Period will not have any effect upon his or her eligibility to participate in any similar plan which may hereafter be adopted by the Company or in succeeding Offering Periods which commence after the termination of the Offering Period from which the participant withdraws.

11. Termination of Employment . Upon a participant's ceasing to be an Employee for any reason, he or she will be deemed to have elected to withdraw from the Plan and the payroll deductions credited to such participant's account during the Offering Period but not yet used to exercise the option will be returned to such participant or, in the case of his or her death, to the person or persons entitled thereto under Section 15 hereof, and such participant's option will be automatically terminated. The preceding sentence notwithstanding, a participant who receives payment in lieu of notice of termination of employment will be treated as continuing to be an Employee for the participant's customary number of hours per week of employment during the period in which the participant is subject to such payment in lieu of notice.

12. Interest . No interest will accrue on the payroll deductions of a participant in the Plan.

13. Stock

(a) The maximum number of shares of the Company's Common Stock which will be made available for sale under the Plan will be five hundred thousand (500,000) shares, subject to adjustment upon changes in capitalization of the Company as provided in Section 19 hereof. If, on a given Exercise Date, the number of shares with respect to which options are to be exercised exceeds the number of shares then available under the Plan, the Company will make a pro rata allocation of the shares remaining available for purchase in as uniform a manner as is reasonably practicable and as it determines to be equitable.

(b) Until the shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), a participant will have only the rights of an unsecured creditor with respect to such shares, and no right to vote or receive dividends or any other rights as a stockholder will exist with respect to such shares.

(c) Shares of Common Stock to be delivered to a participant under the Plan will be registered in the name of the participant or in the name of the participant and his or her spouse.

14. Administration . The Plan will be administered by the Board or a committee appointed by the Board. The Administrator will have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Administrator will, to the full extent permitted by law, be final and binding upon all parties.

15. Designation of Beneficiary

(a) A participant may file a written designation of a beneficiary who is to receive any shares of Common Stock and cash, if any, from the participant's account under the Plan in the event of such participant's death subsequent to an Exercise Date on which the option is exercised but prior to delivery to such participant of such shares and cash. In addition, a participant may file a written designation of a beneficiary who is to receive any cash from the participant's account under the Plan in the event of such participant's death prior to exercise of the option. If a participant is married and the designated beneficiary is not the spouse, spousal consent will be required for such designation to be effective.

(b) Such designation of beneficiary may be changed by the participant at any time by written notice. In the event of the death of a participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Company will deliver such shares and/or cash to the executor or administrator of the estate of the participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such shares and/or cash to the spouse or to any one or more dependents or relatives of the participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

16. Transferability . Neither payroll deductions credited to a participant's account nor any rights with regard to the exercise of an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 15 hereof) by the participant. Any such attempt at assignment, transfer, pledge or other disposition will be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 10 hereof.

17. Use of Funds . All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company will not be obligated to segregate such payroll deductions. Until shares of Common Stock are issued, participants will only have the rights of an unsecured creditor with respect to such shares.

18. Reports . Individual accounts will be maintained for each participant in the Plan. Statements of account will be given to participating Employees at least annually, which statements will set forth the amounts of payroll deductions, the Purchase Price, the number of shares purchased and the remaining cash balance, if any.

19. Adjustments Upon Changes in Capitalization, Dissolution, Liquidation, Merger or Asset Sale

(a) Changes in Capitalization . Subject to any required action by the stockholders of the Company, the Reserves, the maximum number of shares each participant may purchase per Offering Period (pursuant to Section 7), as well as the price per share and the number of shares of Common Stock covered by each option under the Plan which has not yet been exercised will be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company will not be deemed to have been "effected without receipt of consideration." Such adjustment will be made by the Administrator, whose determination in that respect will be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any

class, will affect, and no adjustment by reason thereof will be made with respect to, the number or price of shares of Common Stock subject to an option.

(b) Dissolution or Liquidation . In the event of the proposed dissolution or liquidation of the Company, the Offering Period then in progress will be shortened by setting a new Exercise Date (the " **New Exercise Date** "), and will terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Administrator. The New Exercise Date will be before the date of the Company's proposed dissolution or liquidation. The Administrator will notify each participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for the participant's option has been changed to the New Exercise Date and that the participant's option will be exercised automatically on the New Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.

(c) Merger or Asset Sale . In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, each outstanding option will be assumed or an equivalent option substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the Offering Period then in progress will be shortened by setting a new Exercise Date (the " **New Exercise Date** "). The New Exercise Date will be before the date of the Company's proposed sale or merger. The Administrator will notify each participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for the participant's option has been changed to the New Exercise Date and that the participant's option will be exercised automatically on the New Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.

20. Amendment or Termination

(a) The Administrator may at any time and for any reason terminate, suspend or amend the Plan. Except as provided in Section 19 hereof, no such termination can affect options previously granted, provided that an Offering Period may be terminated by the Administrator on any Exercise Date if the Administrator determines that the termination of the Plan is in the best interests of the Company and its stockholders. Except as provided in Section 19 hereof, no amendment may make any change in any option theretofore granted which adversely affects the rights of any participant. To the extent necessary to comply with Section 423 of the Code (or any other applicable law, regulation or stock exchange rule), the Company will obtain stockholder approval in such a manner and to such a degree as required.

(b) Without stockholder consent and without regard to whether any participant rights may be considered to have been "adversely affected" as described in Section 20(a), the Administrator will be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each participant properly correspond with amounts withheld from the participant's Compensation, and establish such other limitations or procedures as the Administrator determines in its sole discretion advisable which are consistent with the Plan.

(c) In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the Plan to reduce or eliminate such accounting consequence including, but not limited to:

(i) amending the Plan to conform with the safe harbor definition under Statement of Financial Accounting Standards 123(R), including with respect to an Offering Period underway at the time;

(ii) altering the Purchase Price for any Offering Period including an Offering Period underway at the time of the change in Purchase Price;

(iii) shortening any Offering Period by setting a New Exercise Date, including an Offering Period underway at the time of the Administrator action;

(iv) reducing the maximum percentage of Compensation a participant may elect to set aside as payroll deductions; and

(v) reducing the maximum number of Shares a participant may purchase during any Offering Period.

Such modifications or amendments will not require stockholder approval or the consent of any Plan participants.

21. Notices . All notices or other communications by a participant to the Company under or in connection with the Plan will be deemed to have been duly given when received in the form and manner specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

22. Conditions Upon Issuance of Shares . Shares of Common Stock will not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto will comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and will be further subject to the approval of counsel for the Company with respect to such compliance.

As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

23. Term of Plan . The Plan will become effective upon the earlier to occur of its adoption by the Board or its approval by the stockholders of the Company. It will continue in effect for a term of ten (10) years unless sooner terminated under Section 20 hereof.

24. Stockholder Approval . The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under applicable laws.

EXHIBIT A

SUPERGEN, INC.

2008 EMPLOYEE STOCK PURCHASE PLAN

SUBSCRIPTION AGREEMENT

Name: _____

☐ Original Application (Complete Line 2)
☐ Change in Payroll Deduction Rate (Complete Line 3)
☐ Change of Beneficiary(ies)

Enrollment Date: _____

1. _____hereby elects to participate in the SuperGen, Inc. 2008 Employee Stock Purchase Plan (the " **Plan** ") and subscribes to purchase shares of the Company's Common Stock in accordance with this Subscription Agreement and the Plan.

2. I hereby authorize payroll deductions from each paycheck in the amount of $ _____or _____% of my Compensation on each payday (from 1% to 20%) during the Offering Period in accordance with the Plan.

3. I hereby authorize a change in payroll deductions from each paycheck to the amount of $ _____or _____% of my Compensation on each payday (from 0% to 20%) during the Offering Period in accordance with the Plan.

4. I understand that said payroll deductions will be accumulated for the purchase of shares of Common Stock at the applicable Purchase Price determined in accordance with the Plan. I understand that if I do not withdraw from an Offering Period, any accumulated payroll deductions will be used to automatically exercise my option.

5. I have received a copy of the complete Plan. I understand that my participation in the Plan is in all respects subject to the terms of the Plan. I understand that my ability to exercise the option under this Subscription Agreement is subject to stockholder approval of the Plan.

6. Shares purchased for me under the Plan should be issued in the name(s) of (Employee or Employee and Spouse only): _____.

7. I understand that if I dispose of any shares received by me pursuant to the Plan within two (2) years after the Enrollment Date (the first day of the Offering Period during which I purchased such shares), I will be treated for federal income tax purposes as having received ordinary income at the time of such disposition in an amount equal to the excess of the fair market value of the shares at the time such shares were purchased by me over the price which I paid for the shares. I hereby agree to notify

the Company in writing within thirty (30) days after the date of any disposition of shares and I will make adequate provision for Federal, state or other tax withholding obligations, if any, which arise upon the disposition of the Common Stock . The Company may, but will not be obligated to, withhold from my compensation the amount necessary to meet any applicable withholding obligation including any withholding necessary to make available to the Company any tax deductions or benefits attributable to sale or early disposition of Common Stock by me. If I dispose of such shares at any time after the expiration of the two (2)-year holding period, I understand that I will be treated for federal income tax purposes as having received income only at the time of such disposition, and that such income will be taxed as ordinary income only to the extent of an amount equal to the lesser of (i) the excess of the fair market value of the shares at the time of such disposition over the purchase price which I paid for the shares, or (ii) fifteen percent (15%) of the fair market value of the shares on the first day of the Offering Period. The remainder of the gain, if any, recognized on such disposition will be taxed as capital gain.

8. I hereby agree to be bound by the terms of the Plan. The effectiveness of this Subscription Agreement is dependent upon my eligibility to participate in the Plan.

9. In the event of my death, I hereby designate the following as my beneficiary(ies) to receive all payments and shares due me under the Plan:

NAME: (Please print) _____

(First) (Middle) (Last)

_____ _____

Relationship

_____

(Address)

Employee's Social Security Number: _____

Employee's Address: _____

_____

I UNDERSTAND THAT THIS SUBSCRIPTION AGREEMENT WILL REMAIN IN EFFECT THROUGHOUT SUCCESSIVE OFFERING PERIODS UNLESS TERMINATED BY ME.

Dated: _____

_____
Signature of Employee

_____
Spouse's Signature (If beneficiary other than spouse)

EXHIBIT B

SUPERGEN, INC.

2008 EMPLOYEE STOCK PURCHASE PLAN

NOTICE OF WITHDRAWAL

The undersigned participant in the Offering Period of the SuperGen, Inc. 2008 Employee Stock Purchase Plan which began on _____20 __(the " **Enrollment Date** ") hereby notifies the Company that he or she hereby withdraws from the Offering Period. He or she hereby directs the Company to pay to the undersigned as promptly as practicable all the payroll deductions credited to his or her account with respect to such Offering Period. The undersigned understands and agrees that his or her option for such Offering Period will be automatically terminated. The undersigned understands further that no further payroll deductions will be made for the purchase of shares in the current Offering Period and the undersigned will be eligible to participate in succeeding Offering Periods only by delivering to the Company a new Subscription Agreement.

Name and Address of Participant:

_____

_____

_____

Signature:

_____

Date: _____

EXHIBIT 4.2

ADOPTED 2010

ASTEX THERAPEUTICS LIMITED

THE ASTEX THERAPEUTICS LIMITED 2010 SHARE OPTION SCHEME

RULES OF THE ASTEX THERAPEUTICS LIMITED 2010 SHARE OPTION SCHEME

PART A

Rule

1. Definitions and interpretation
2. Grant of Options
3. Conditions of exercise
4. Individual limits
5. Scheme limits
6. Rights of exercise and lapse of Options
7. Exercise of Options
8. Sale
9. Winding up
10. Exchange of Options
11. Variation of share capital
12. Administration
13. Amendments
14. General

PART B Differences from Part A

PART C Differences from Part B

RULES OF THE ASTEX THERAPEUTICS LIMITED

2010 SHARE OPTION SCHEME

INTRODUCTION

Astex Therapeutics Limited wants to ensure that it can recruit and retain employees and consultants who will enhance shareholder value. It has therefore decided to implement a share scheme on the terms set out in these Rules. In doing so, its primary intention is to recruit new employees and consultants and to motivate existing employees and consultants to remain with the Company and its subsidiaries.

This Scheme comprises three Parts. Options granted under Part A are intended to be qualifying options under the Enterprise Management Incentives code set out in Schedule 5 of the Income Tax (Earnings and Pensions) Act 2003. Options granted under Part B are not qualifying options and are, for tax purposes, unapproved. Parts A and B are "employee share schemes" within the definition in section 1166 of the Companies Act 2006. Options granted under Part C are also unapproved for tax purposes and can be granted to consultants who are not employees of the Company and its subsidiaries but provide services to or are non-executive directors of the Company and its subsidiaries.

PART A

1. DEFINITIONS AND INTERPRETATION

In this Scheme, the following words and expressions shall, where the context so permits, have the following meanings:

"Admission"	the admission of the Shares to the Official List of the United Kingdom Listing Authority and to trading on the Main Market of London Stock Exchange plc and such admission becoming effective or the granting of permission for the Shares to be dealt in on the Alternative Investment Market or any other recognised investment exchange (as defined in Section 285 of the Financial Services and Markets Act 2000);
"the Agreement"	the agreement in writing granting an Option pursuant to this Scheme entered into by an Executive and the Grantor in such form as the Directors shall from time to time determine (and which in the case of an EMI Option complies with paragraph 37 of Schedule 5);
"Associated Company"	the meaning given by Section 416 of the Taxes Act;
"Articles"	the articles of association of the Company in force at the Date of Grant of the relevant Option;
"Auditors"	the auditors for the time being of the Company;
"Committed Time"	the meaning given in paragraph 26 of Schedule 5;
"the Company"	Astex Therapeutics Limited registered in England under number 03751674;

“Company Limit”	the limit specified in paragraph 7 of Schedule 5 from time to time;
“Connected Person”	the meaning given by Section 839 of the Taxes Act;
“Control” and cognate expressions	the meaning given by section 840 of the Taxes Act;
“Conditional Exercise Notice”	a notice set out in the Schedule to these Rules or in such other form as the Directors shall decide;
“Deed of Adherence”	a legally binding agreement (in such form as the directors may determine) by which an Optionholder agrees to be bound by the terms of any Shareholders’ Agreement in force at the relevant time;
“Date of Grant”	the date on which an Option is granted as evidenced by the Agreement;
“Directors”	the Board of Directors for the time being of the Company or a duly authorised committee thereof;
“Disqualifying Event”	an event specified in sections 532 to 539 inclusive of ITEPA which causes an EMI Option to cease to satisfy the requirements of Schedule 5;
“EMI Option”	an Option which is a qualifying option within the meaning given in paragraph 1 of Schedule 5;
“Employer Company”	the Company by reference to which the Committed Time requirement is met by the Executive;

"Executive"	an individual: (a) who is a bona fide employee of the Company or a Qualifying Subsidiary; (b) whose Committed Time is at least 25 hours per week, or, if less, 75% of his Working Time; and (c) who is not precluded from such participation by paragraphs 28 to 33 inclusive of Schedule 5 (no material interest);
"Exit"	the occurrence of the first in time of either of the following: - (i) an Admission; or (ii) a Sale;
"Excluded Person"	any shareholder in the Company at the date of adoption of this Scheme or any person connected or company associated (within the meaning of Sections 839 and 416, respectively, of the Taxes Act) with such persons;
"Exercise Price"	the price determined by the Directors at which each Share subject to an Option may be acquired (subject to Rule 10 - variation of share capital) and either: (a) specified at the Date of Grant; or (b) to be determined at a later date by reference to a formula specified at the Date of Grant, provided that if Shares are to be subscribed, it may not be less than the nominal value of a Share;

“Grantor”	the Company or such other person who grants an Option under this Scheme;
“Group Company”	the Company or any Subsidiary of the Company;
“HMRC”	Her Majesty’s Revenue & Customs;
“Individual Limit”	the limit specified in Rule 4 on the value of Shares in respect of which EMI Options or other options may be granted to Executives;
“ITEPA”	the Income Tax (Earnings and Pensions) Act 2003
“Member”	a holder of any shares in the capital of the Company whose name is entered in the register of members;
“Market Value”	on any day the market value of a Share determined in accordance with paragraph 55 of Schedule 5:
“Option”	a right to acquire Shares pursuant to this Scheme being either an EMI Option or an Unapproved Option;
“Optionholder”	an Executive to whom an Option has been granted which has neither lapsed nor been surrendered or exercised;
“Qualifying Exchange of Shares”	a transaction or series of transactions falling within paragraph 40 of Schedule 5 in relation to which the Company is the “old company” referred to in that paragraph;
“Qualifying Subsidiary”	the meaning given in paragraph 11 of Schedule 5;

"Replacement Option"	a new option, granted in exchange for the release of an Option, which: (a) satisfies the requirements of paragraphs 41 to 43 of Schedule 5 for a "replacement option"; and (b) is otherwise on terms which are as far as possible the same, mutatis mutandis, as the terms of the Option Agreement (but with the Date of Grant being treated as if it were the same as the Date of Grant of the original Option, and not any later date);
"Rules"	the rules of this Scheme as amended from time to time;
"Sale"	the obtaining by a person (other than an Excluded Person) ("the Purchaser") either alone or together with any person connected or company associated (within the meaning respectively of Sections 839 and 416 of the Taxes Act) with such person (other than an Excluded Person) of Control of the Company;
"Schedule 5"	Schedule 5 to ITEPA;
"this Scheme"	the Astex Therapeutics Limited 2010 Share Option Scheme, as amended from time to time;
"Section 431 Election"	in relation to an Option, an election made by the Optionholder and his employer pursuant to Section 431(1) ITEPA in respect of all Shares issued or transferred upon the exercise of that Option which shall be in such form as the Directors may (in their absolute discretion) require;

"Share"	an ordinary share in the capital of the Company which is fully paid up and non-redeemable within the meaning of paragraph 35 of Schedule 5;
"Shareholders' Agreement"	the shareholders agreement dated 4 May 2007, relating to the Company, as amended by the 2008 Deed of Variation and as further amended by the 2009 Deed of Adherence and by the 2009 Deed of Variation and any subsequent agreement in force from time to time and as amended from time to time;
"Subsidiary"	any company which the Company Controls (on its own or together with any Connected Person);
"Taxes Act"	the Income and Corporation Taxes Act 1988;
"Unapproved Option"	an Option which at the Date of Grant is not an EMI Option;
"Working Time"	the meaning given in paragraph 27 of Schedule 5.
"2008 Deed of Variation"	the deed of adherence and variation dated 13 June 2008 between the parties to the Shareholders Agreement and Johnson & Johnson Development Corporation.
"2009 Deed of Adherence"	the deed of adherence relating to the Company and dated 4 February 2009 between the parties to the 2008 Deed of Variation and The Wellcome Trust Limited.
"2009 Deed of Variation"	the deed of adherence and variation dated 12 November 2009 between the parties to the Shareholders Agreement and Glaxo Group Limited and Glaxosmithkline LLC.

References to any statutory provision are to that provision as amended or re-enacted from time to time, and, unless the context otherwise requires, words in the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and vice versa.

2. GRANT OF OPTIONS

2.1 Subject to Rule 2.8, the Grantor may grant an Option to an Executive at any time.

2.2 Where the Grantor grants an EMI Option which is in excess of the Individual Limit the excess shall be an Unapproved Option.

2.3 Where the Grantor grants an EMI Option which is in excess of the Company Limit the excess shall be an Unapproved Option.

2.4 If an Option is deemed to be an Unapproved Option pursuant to Rules 2.2 and 2.3 and/or Rule 2.3, it shall be deemed to have been granted under Part B of these Rules.

2.5 The right to exercise an Option may be subject to conditions imposed by the Grantor in accordance with Rule 3.

2.6 As soon as practicable after the Grantor decides to grant an Option to an Executive the Grantor and the Executive and if the Grantor so directs, the Company shall enter into an enforceable Agreement which shall state:

(a) the Date of Grant of the Option;

(b) that the Option is an EMI Option (as the case may be);

(c) that the Option is granted under the provisions of Schedule 5 (in respect of an EMI Option);

(d) the number, or maximum number, of Shares that may be acquired;

(e) the Exercise Price payable for each Share subject to the Option or the method by which that price is to be determined;

(f) any conditions imposed or dates determined by the Directors pursuant to Rule 3; and

(g) when and how the Option may be exercised.

such Agreement shall include any other details required pursuant to paragraph 37 of Schedule 5.

2.7 Subject to the right of a deceased Optionholder's personal representatives to exercise an Option in accordance with Rule 6.3, every Option shall be personal to the Executive to whom it is granted and shall not be capable of being transferred, assigned or charged.

2.8 The Grantor may grant an EMI Option to an Executive only if all of the following conditions are satisfied at the Date of Grant immediately prior to the grant of the proposed EMI Option:

(a) the Directors have satisfied themselves that it is being granted for commercial reasons in order to recruit or retain an employee and not as part of a scheme or arrangement the main purpose, or one of the main purposes, of which is the avoidance of tax;

(b) the total Market Value of Shares in the Company in respect of which unexercised EMI Options subsist, shall not exceed £3 million or such other value as shall be specified at that time in paragraph 7 of Schedule 5;

(c) the Company or a Group Company as the case may be meets the trading activities requirement of paragraphs 13 or 14 of Schedule 5;

(d) the gross assets of the Company do not exceed £30 million (or such other amount as may at that time be specified in paragraph 12 of Schedule 5). For these purposes "gross assets" means:

(i) the sum of all the fixed and current assets of the Company; or

(ii) if the Company is a member of a group of companies, the sum of the fixed and current assets of all the Group Companies excluding any member's rights against, or shares in or securities of, another Group Company) determined in accordance with HMRC Statement of Practice 2/06 or its successors; and

(e) the qualifying subsidiaries requirement of paragraph 10 of Schedule 5 is satisfied.

2.9 For the purposes of Rule 2.8(b) above, the Market Value of a Share shall be determined in accordance with paragraphs 5 (6) to 5(8) of Schedule 5 in respect of the day on which each of the relevant unexercised EMI Options was granted.

2.10 No warranty or representation is given that any Option granted under this Scheme is, at its Date of Grant or will remain at any or all times thereafter, an EMI Option. Neither the Company nor any Group Company nor any of their respective members or officers shall have any liability to any Executive or Optionholder if and to the extent that any of the reliefs or tax advantages offered by Chapter 9 of ITEPA, and/or by Schedule 5, are not available

3. CONDITIONS OF EXERCISE

3.1 The Grantor may at the Date of Grant determine that the right to exercise an Option shall be conditional upon the occurrence of an Exit.

3.2 The Grantor may at the Date of Grant determine that the right to exercise an Option shall be conditional upon the satisfaction of an objective condition

imposed by the Grantor at the Date of Grant, provided that such performance condition is capable of being satisfied within ten years of the Date of Grant.

3.3 When granting an Option, the Grantor may, if in its discretion it thinks fit determine any date or dates prior to the day before the tenth anniversary of its Date of Grant on which the Option is first exercisable in whole or in part, and, where on any date only part is exercisable, the number of Shares in respect of which such partial exercise may be made.

3.4 If, after the Grantor has imposed any condition to be satisfied pursuant to Rule 3.2, events occur which cause the Directors to consider the condition has become unreasonable, unfair or impractical, the Grantor may, in its discretion (provided such discretion is exercised fairly and reasonably) amend, relax or waive such condition provided that any condition which is amended or relaxed will be no more and no less difficult to satisfy than when it was originally imposed or last amended or relaxed.

3.5 The Grantor shall notify all relevant Optionholders in writing of any amendment, relaxation or waiver of any conditions made pursuant to Rule 3.4.

3.6 Once a performance condition has been specified in relation to an Option in accordance with Rule 3.2, the Grantor may (with the prior consent of the Directors), waive that condition altogether.

4. INDIVIDUAL LIMITS

4.1 Any EMI Option granted to an Executive by the Grantor shall be limited and take effect so that, immediately following such grant, the aggregate Market Value of:

(a) all shares in respect of which EMI Options or other options which are qualifying options within the meaning given in paragraph 1 of Schedule

5 are then held by him and granted by reason of his employment with any one or more Group Companies;

(b) all other shares in respect of which EMI Options or other options which are qualifying options within the meaning given in paragraph 1 of Schedule 5 were granted to him within the preceding three years by reason of his employment with any one or more Group Companies, whether or not such EMI Options have been exercised or released; and

(c) all shares in respect of which options were granted to him under a company share option plan approved by HMRC under Schedule 4 to ITEPA by reason of his employment with the Employer Company or any other Group Company, which options have neither lapsed nor been exercised or released,

shall not exceed £120,000 or such other amount as may from time to time be specified in paragraph 6(1) of Schedule 5.

4.2 For the purposes of Rule 4.1, the Market Value of the Shares or shares shall be their Market Value at the date or dates on which the relevant EMI Options or other options were granted or such earlier time or times as may be agreed with HMRC.

5. SCHEME LIMITS

5.1 No Option shall be granted if and to the extent that immediately after such grant (" **the relevant time** ") the aggregate number of Shares in respect of which options or rights to subscribe for or acquire Shares would then have been granted (and not subsequently lapsed, cancelled or surrendered) under this Scheme or any other share scheme of the Company would on or after the date of adoption of this Scheme exceed 700,000.

5.2 If the grant of an Option would, immediately following its grant, cause the limit in Rule 5.1 to be exceeded, such Option shall take effect as an Option

over the maximum number of Shares which does not cause the relevant limit to be exceeded. If more than one Option is granted on the same Date of Grant the number of Shares to which each Option would otherwise be subject shall be reduced pro rata.

6. RIGHTS OF EXERCISE AND LAPSE OF OPTIONS

6.1 If there is in force at the relevant time a Shareholders' Agreement, an Option may be exercised only if the Optionholder has entered into a Deed of Adherence if required by an Investor Majority (such term as defined in the Shareholders Agreeement).

6.2 Save as provided in Rules 6.4 (Death), 6.5 (Disqualifying Events), 8 (Sale), 9 (Winding Up) and 10 (Exchange of Options) an Option may not be exercised before whichever is the latest of:

(a) the date stated in the Agreement;

(b) any date or dates which may have been specified in accordance with Rule 3.3; and

(c) the date on which any condition specified pursuant to Rules 3.1 and 3.2 (as amended, relaxed or waived pursuant to Rule 3.4) has been satisfied,

but in any event may not be exercised later than the day before the tenth anniversary of the Date of Grant.

6.3 Save as provided in Rules 6.4 (Death), 6.5 (Disqualifying Events), 6.6 (Good Leavers), 8 (Sale etc), 9 (Winding Up) and 10 (Exchange of Options), an Option may be exercised by an Optionholder only while he is an Executive.

6.4 Subject to Rule 6.2, an Option may be exercised by the personal representatives of a deceased Optionholder during the period of one year following the date of death.

6.5 Unless and to the extent the Directors decide otherwise, an Option may be exercised during the period of 40 days following a Disqualifying Event.

6.6 Subject to Rule 6.2, if an Optionholder ceases to hold any office or employment with a Group Company on account of:

(a) injury, ill-health or disability (evidenced to the satisfaction of the Directors);

(b) the Optionholder's resignation pursuant to a period of maternity leave;

(c) redundancy (within the meaning of the Employment Rights Act 1996);

(d) retirement at normal retirement age (including late retirement) or early retirement with the consent of the Group Company which employs the Optionholder;

(e) the transfer of the undertaking or part-undertaking in which the Optionholder is employed to a person other than a Group Company;

(f) the Company by which the Optionholder is employed ceasing to be a Group Company; or

(g) any other reason which the Directors consider reasonably justifies the exercise of the Option,

the Option may be exercised within the period of 6 months after such event.

6.7 An Option shall lapse on the occurrence of the earliest of the following:

(a) the day before the tenth anniversary of the Date of Grant;

(b) the expiry of the period (if any) allowed for the satisfaction of any condition of exercise pursuant to Rule 3 without such condition having been satisfied or the date on which it becomes apparent to the Directors

in their absolute discretion that any such condition has become incapable of being satisfied;

(c) the expiry of the applicable periods specified in Rules 6.4 (Death) and 6.6 (Good Leavers), except that if an Optionholder dies while time is running under Rule 6.6, the Option shall not lapse until the expiry of the period in Rule 6.4;

(d) unless and to the extent the Directors decide otherwise, the expiry of the period specified in Rule 6.5 (Disqualifying Events);

(e) subject to Rule 10 (Exchange of Options) the expiry of the applicable periods specified in Rules 8.1, 9.1 or 9.2 (Reconstructions etc);

(f) the expiry of the applicable periods specified in Rule 9.3 (Winding Up);

(g) save as provided in Rules 6.4 (Death), 6.5 (Disqualifying Events), 6.6 (Good Leavers) and 8 (Sale) the date on which the Optionholder ceases to hold any office or employment with a Group Company;

(h) the date on which a resolution is passed, or an order is made by the Court, for the compulsory winding up of the Company; and

(i) the date on which the Optionholder becomes bankrupt or does or omits to do anything as a result of which he is deprived of the legal or beneficial ownership of the Option.

7. EXERCISE OF OPTIONS

7.1 An Option shall be exercisable in whole or in part by notice in writing (in the form prescribed by the Company from time to time) given by the Optionholder (or his personal representatives as the case may be) to the Company. The notice of exercise of the Option shall be accompanied by a remittance in cleared funds for the aggregate of the Exercise Prices payable or (at the Directors discretion)

an undertaking, in such form as the Directors may from time to time prescribe, to make such payment.

7.2 Subject to Rules 7.3 and 7.4, within 30 days of the Option exercise the Directors shall procure the transfer or issue of the shares in respect of which the Option has been validly exercised and shall issue a definitive certificate or such other acknowledgement of shareholding as is from time to time permitted in respect of the Shares transferred, unless the Directors consider that such allotment or transfer would not be lawful in the relevant jurisdiction.

7.3 Each Option shall be granted subject to the condition that the Optionholder shall meet the Company's or Grantor's secondary National Insurance Contributions due on the exercise or release of the Option. For this purpose, the Optionholder may be required, if requested by the Company or Grantor at any time before the exercise or release of the Option, to enter into an election to transfer liability for such National Insurance Contributions in a form approved by HMRC and acceptable to the Company or Grantor and to enter into such arrangements as may be approved by HMRC in order to secure the transfer of the liability.

7.4 If any Group Company or Grantor is liable to account for tax or social security contributions (in any jurisdiction) for which an Optionholder is liable by virtue of the exercise of the Option that or any other Group Company or the Grantor or the trustee of any trust which is intended to be an employee share scheme pursuant to Section 1166 of the Companies Act 2006 may:

(a) withhold the appropriate amount of tax or social security from the Optionholder's remuneration; or

(b) make such other arrangements as it considers necessary (including the sale of Shares on behalf of the Optionholder) to finance the amounts in (a) above,

unless the Optionholder discharges the liability himself at the date of exercise.

7.5 Shares allotted under this Scheme shall rank pari passu in all respects with the Shares of the same class for the time being in issue save as regards any rights attaching to such Shares by reference to a record date prior to the date of allotment and in the case of a transfer of existing Shares the transferee shall not acquire any rights attaching to such Shares by reference to a record date prior to the date of such transfer.

7.6 The Directors may in their sole and absolute discretion require an Optionholder, on demand, to enter into a Section 431 Election, and no Shares shall be issued or transferred on exercise of an Option whilst the holder of that Option is in breach of this Rule 7.6.

7.7 If an Option is exercised in connection with a Sale, the Grantor may, instead of requiring payment for the aggregate of the Exercise Prices for the relevant Shares accept arrangements satisfactory to them for such aggregate Exercise Price to be settled out of the proceeds of sale of those Shares.

7.8 If an Option is exercised in connection with an Admission, the Grantor may, instead of requiring payment for the aggregate of the Exercise Prices for the relevant Shares accept arrangements satisfactory to them for the sale of some or all of the relevant Shares in connection with the Admission and the payment of the aggregate Exercise Price out of the proceeds of sale (net of any costs of sale).

8. SALE

8.1 If the Directors in their discretion so decide prior to a Sale, any Option may be exercised immediately before and conditionally upon such Sale or within six months thereafter or such shorter period as the Directors may notify in writing to the Optionholders provided that if the Directors in their discretion so determine such exercise of an Option shall be conditional upon the prior written agreement of the relevant Optionholder with the Company to sell immediately upon exercise of his Option the Shares acquired on exercise to such person as may be

specified by the Directors on terms that are not materially less advantageous than the terms upon which the other Shares are to be or have been disposed of under the Sale. Any conditions imposed pursuant to Rules 3.1, 3.2, 3.3 and 3.4, shall cease to apply unless the Directors decide otherwise.

8.2 Any Optionholder who wishes to exercise an Option pursuant to Rule 8.1, shall do so by serving a Conditional Exercise Notice on the Company specifying the number of Shares over which the Optionholder wishes to exercise his Option (which shall not in any event exceed the number of Shares in respect of which the Option subsists). If the Sale does not take place any Conditional Exercise Notice served in anticipation of the Sale shall be of no effect.

8.3 A Conditional Exercise Notice given in accordance with Rule 8.2 may not be withdrawn.

8.4 The service of a Conditional Exercise Notice in accordance with Rule 8.2 shall constitute the Company the Optionholder's agent for the sale of all the Shares specified in the Conditional Exercise Notice to the Purchaser on terms which are no less favourable than the terms on which the other Shares are acquired by the Purchaser from the other shareholders of the Company.

8.5 If the Company is able to sell the Shares to the Purchaser in accordance with Rule 8.4 the Directors may appoint any person nominated by them to be the attorney of an Optionholder to sign any agreement and to complete, execute and deliver in the name of and on behalf of the Optionholder any stock transfer form and any other documents necessary to transfer the Shares over which the Option is exercised to the Purchaser against payment of the purchase money or other consideration to the Company.

8.6 The Directors shall notify Optionholders of any impending Sale and of any time limit of less than six months imposed under Rule 8.1 in sufficient time before a binding agreement for the Sale (whether conditional or unconditional) is signed to allow the Optionholders an opportunity to exercise their Options, being at least 5 business days before the date on which such agreement is signed.

8.7 The Company may receive the purchase money or other consideration on behalf of an Optionholder and give a valid discharge to the Purchaser for it. The Company shall be entitled to deduct and retain out of the purchase money such amounts as may be required to meet any liability of the Optionholder pursuant to Rule 7.4 and in the event that non cash consideration is received for the Sale the Company shall be entitled to sell such proportion of the non cash consideration as shall be required to meet the Optionholder's liability under Rule 7.4.

9. WINDING-UP

9.1 If an order is made or an effective resolution is passed for the winding up of the Company each Option (to the extent it remains unexercised at the date of such order or resolution) may be exercised (subject to any applicable performance conditions set in accordance with Rule 3.2 being met or waived) within fourteen days after the date on which an order is made or an effective resolution is passed for the winding up of the Company and, to the extent not exercised all Options shall lapse at the expiry of such fourteen day period.

10. EXCHANGE OF OPTIONS

10.1 In the event of a Sale which is also a "company reorganisation" (as such term is defined in paragraph 39 of Schedule 5) an Optionholder may (with the consent of the acquiring company) release his Option in consideration of the

grant of a Replacement Option within the period which begins on the date of the Sale and ends fourteen days later.

10.2 If, in the event of a Qualifying Exchange of Shares, an Optionholder is irrevocably offered the grant of a Replacement Option on the occurrence of that Qualifying Exchange of Shares, then:

(a) his Option shall, upon such offer being made, cease to be exercisable without the consent of the Directors until such time as the Replacement Option is granted following the Qualifying Exchange of Shares; and

(b) his Option shall lapse on the Qualifying Exchange of Shares occurring if the Optionholder has not by then accepted the offer so made to him provided that if such an offer of a Replacement Option has been made and accepted, the Company shall be obliged to procure the grant of such Replacement Option and the Optionholder shall be obliged to agree to the release of his Option in exchange for such grant within a period of fourteen days beginning with the time when the "new company" referred to in paragraph 40(1)(a) of Schedule 5 obtains Control of the Company pursuant to the Qualifying Exchange of Shares.

10.3 For the avoidance of doubt it is declared that a Replacement Option shall not be exercisable in accordance with Rule 8.2 by virtue of the event by reason of which that Replacement Option was granted.

10.4 If a Replacement Option is granted to an Optionholder pursuant to this Rule 10, these Rules shall apply to that Replacement Option as if it had been granted at the time when the released Option was granted and as if in these Rules:

(a) references to "the Company" were references to the company to the shares of which such Replacement Option relates;

(b) references to “Shares” were references to those shares;

(c) references to the “Option” were to the Replacement Option which is an option to subscribe for or to acquire those shares;

(d) references to the “Exercise Price” were references to the amount per share payable on exercise of such Replacement Option; and

(e) the expressions “Optionholder”, “the Directors”, and “Shares” were defined in Rule 1 on the basis of the foregoing substituted references.

11. VARIATION OF SHARE CAPITAL

11.1 In the event of any capitalisation, rights issue, consolidation, subdivision, reduction or other variation of the share capital of the Company:

(a) the number of Shares comprised in an Option;

(b) the Exercise Price in respect of such Shares; and

(c) where an Option has been exercised pursuant to the provisions of these Rules but no Shares have been allotted or transferred in satisfaction of such exercise, the number of Shares to be so allotted or transferred and the Exercise Price in respect of such Shares,

may, subject (where required) to the prior approval of HMRC, be varied in such manner as the Directors shall determine and (save in the event of a capitalisation) the Auditors shall confirm in writing to be in their opinion fair and reasonable, provided that no variation shall be made which would result in the Exercise Price for an allotted Share being less than its nominal value.

11.2 The Directors may take such steps as they consider necessary to notify Optionholders of any adjustment made under this Rule 11 and to call in, cancel, endorse, issue or re-issue any Agreement consequent upon such adjustment.

12. ADMINISTRATION

12.1 The Directors shall have power from time to time to make and vary such regulations (not being inconsistent with this Scheme) for the implementation and administration of this Scheme and/or the Agreement as they think fit.

12.2 The decision of the Directors shall be final and binding in all matters relating to this Scheme (other than in the case of matters to be determined or confirmed by the Auditors in accordance with this Scheme).

12.3 The costs of establishing and administering this Scheme shall be borne by the Company.

12.4 The Company may, but shall not be obliged to, provide Executives or Optionholders with copies of any notices circulars or other documents sent to shareholders of the Company.

12.5 Within 92 days (or such longer period as may from time to time be permitted by Schedule 5) of granting an EMI Option under this Scheme notice shall be given to HMRC by the Employer Company which shall contain:

(a) information required by HMRC pursuant to paragraph 44 of Schedule 5;

(b) a declaration from a director or the Company Secretary of the Employer Company, that in his opinion the requirements of Schedule 5 have been met in relation to an Option under this Scheme and that to the best of his knowledge, the information provided is correct and complete; and

(c) a declaration from the Optionholder to whom the Option is granted that he meets the Committed Time requirement.

13. AMENDMENTS

13.1 Notwithstanding Rule 13.2, if HMRC raise a notice of enquiry pursuant to paragraph 46 of Schedule 5 and conclude that the requirements of Schedule 5

have not been met in relation to this Scheme and/or the Agreement (as the case may be) the Directors may alter the Rules of this Scheme as may be necessary to ensure that the requirements of Schedule 5 have been met.

13.2 The Directors may amend the Rules of this Scheme by a resolution of the Directors provided that where any alteration would abrogate or adversely affect the subsisting rights of an Optionholder it will not be effective unless such alteration is made with the consent in writing of the Optionholder.

14. GENERAL

14.1 This Scheme shall commence upon the date the Company adopts this Scheme and the Company in general meeting or the Directors in their absolute discretion may at any time terminate this Scheme. On termination no further Options may be granted but such termination shall be without prejudice to any accrued rights in existence at the date thereof.

14.2 The Company will at all times keep available sufficient Shares, or shall ensure that sufficient Shares will be available, to satisfy the exercise to the full extent still possible of all Options not lapsed pursuant to the provisions of these Rules, taking account of any other obligations of the Company to issue Shares.

14.3 Notwithstanding any other provision of this Scheme:

(a) this Scheme shall not form part of any contract of employment between any Group Company and any employee of any such company and the rights and obligations of any individual under the terms of his office or employment with any Group Company shall not be affected by his participation in this Scheme or any right which he may have to participate in it and this Scheme shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever, including if such termination of employment was lawful or unlawful;

(b) no Optionholder shall be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise an Option in consequence of the loss or termination of his office or employment with any Group Company for any reason whatsoever including if such termination of employment was lawful or unlawful;

(c) this Scheme shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against any Group Company directly or indirectly, or give rise to any cause of action at law or in equity against any Group Company.

14.3 Any Group Company may, pursuant to section 1 of the Contracts (Rights of Third Parties) Act 1999, enforce in its own right Rules 7.3, 7.4 and 14.4 notwithstanding that it is not a party to these Rules or any Agreement.

14.4 Except as provided in Rule 14.3, a person who is not a party to these Rules or any Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Rules or any Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act

14.4 Save as otherwise provided in this Scheme any notice or communication to be given by the Company to any Executive or Optionholder may be personally delivered or sent by fax or by ordinary post to his last known address. It shall be the responsibility of the Optionholder to notify the Company of any change of address. Where a notice or communication is sent by post it shall be deemed to have been received 48 hours after the same was put into the post properly addressed and stamped and where a notice or communication is sent by fax it shall be deemed to have been received at the time when it was sent. Share certificates and other communications sent by post will be sent at the risk of the Executive or Optionholder concerned and the Company shall have no liability

whatsoever to any such person in respect of any notification, document, share certificate or other communication so given, sent or made.

14.5 Any notice to be given to the Company shall be delivered or sent by either post or fax to the Company at its registered office and shall be effective upon receipt.

14.6 This Scheme and all Options granted under it shall be governed by and construed in accordance with English law.

PART B

15 DIFFERENCES FROM PART A

15.1 The provisions of Part A shall apply to an Option granted under this Part B but subject to the following provisions of this Part B.

15.2 Any Option granted pursuant to this Part B of the Scheme shall be an Unapproved Option.

15.2 In Rule 1.1, the following definitions shall apply:

(a) "Executive" means a bona fide employee of a Group Company (including any director employed on a service contract);

(b) "Share" means a share in the capital of the Company

15.3 The following Rules shall not apply:

(a) 2,2, 2.3, 2.4, 2.8, 2.9, 4.1, 4.2, 6.3, 10.1, 12.5, 13.1

15.3 Rule 2.6 shall be read and construed as if Rule 2.6(b) and Rule 2.6(c) shall not apply and as if the words "and in the case of an EMI Option" were deleted.

15.4 Rule 6.5 shall apply to Options granted under this Part B as if such Disqualifying Event applies to any Option granted under this Part B as it would to an EMI Option

15.5 Rule 10.2 shall apply to Options granted under this Part B as if such options were EMI Options and the Replacement Options were also EMI Options.

PART C

16 DIFFERENCES FROM PART B

16.1 The provisions of Part B shall apply to an Option granted under this Part C but subject to the following provisions of this Part C.

16.2 In Rule 1.1, the following definitions shall apply:

" **Consultant** " means a person firm or company engaged by the Company or the Subsidiary to supply goods and/or services to one or more Group Companies;

" **Consultant's Employee** " means any employee or director of a Consultant;

" **Executive** " means:

(a) a Non-Executive Director; or

(b) a Consultant; or

(c) a Consultant's Employee.

" **Leaver** " means an Optionholder who:

(a) if he is a Non-Executive Director, ceases for any reason whatsoever (including death) to be a director of any Group Company;

(b) if he is a Consultant, ceases for any reason whatsoever (including death or liquidation) to be engaged to supply goods and/or services to any Group Company; and

(c) if he is a Consultant's Employee, either:

(i) he ceases for any reason whatsoever (including death) to hold the employment or directorship with the Consultant by reference to which he was eligible to receive the Option; or

(ii) that Consultant ceases for any reason whatsoever (including death or liquidation) to be engaged to supply goods and/or services to any Group Company.

" **Non-Executive Director** " means a director of any Group Company who is not eligible to receive Options under Parts A or B of these Rules;

16.3 If the Executive:

(a) becomes a Leaver prior to the date on which he is entitled to exercise his Option, the Option shall lapse on the date he becomes a Leaver.

(b) (subject to 16.4 below) becomes a Leaver after the date on which he is entitled to exercise his Option, the Option may be exercised in accordance with Rule 6 (for the avoidance of doubt, ignoring Rule 6.3 which does not apply to this Part C).

16.4 If the Executive becomes a Leaver by reason of any breach by the Executive of the contract pursuant to which the Executive's services are provided to the Company or the Subsidiary, the Option shall not be exercised at all and shall lapse in its entirety on the occurrence of such breach.

16.5 If the Optionholder derives any value from the grant of an Option, or the issue of shares arising on exercise of an Option, and that value becomes subject to UK Value Added Tax or its equivalent in any other jurisdiction, the value attributable to the Option grant or, as the case may be, the shares issued on exercise of an Option, shall be exclusive of any such tax, and the Optionholder shall be liable to pay such tax to the Company on presentation of an appropriate invoice (together with any related interest, fines, costs or penalties which may become payable).

16.6 If any sum is due from a Consultant's Employee under Rules 7.3 or 7.4, any Group Company may deduct that sum from any monies due and payable to the Consultant by reference to which the Consultant's Employee was eligible to receive the Option (and it shall be the responsibility of that Consultant to recover the amount deducted from the Consultant's Employee).

16.7 An Optionholder who is a Consultant's Employee shall:

(a) notify the Company within seven days of becoming a Leaver; and

(b) procure that his employer makes all appropriate returns of information to HMRC or the equivalent authority in any other jurisdiction in respect of any Options granted to him (including, for the avoidance of doubt, Form 42 in the UK);

16.8 An Option held by an Optionholder that is a body corporate shall lapse if:

(a) That Optionholder is placed into, or a resolution is passed or an order is made for the Optionholder to be placed into, receivership, liquidation, administration, administrative receivership (or the equivalent under the laws of any countries outside the United Kingdom); or

(b) A resolution is passed or an order is made for the winding up of the Optionholder; or

(c) The Optionholder enters into any composition or arrangement with its creditors.

EXHIBIT 4.3

DATED 2011

[OPTION HOLDER]

and

SUPERGEN, INC.

REPLACEMENT OPTION AGREEMENT
relating to the
Astex Therapeutics Limited 2010 Share Option Scheme

THIS REPLACEMENT OPTION AGREEMENT is made on
2011

BETWEEN

(1) **[OPTION HOLDER]** of [ ] (the "Optionholder"); and

(2) **SUPERGEN, INC.** whose registered office is at 4140 Dublin Boulevard, Suite 200, Dublin, CA 94568 USA (the "Acquiring Company");

INTRODUCTION

(A) The Optionholder is the holder of an EMI option granted by Astex Therapeutics Limited (the "Company") under the rules of the Astex Therapeutics Limited 2010 Share Option Scheme (the "Plan"), the details of which are set out in Schedule 1 (the "Old Option").

(B) The Acquiring Company has acquired all of the shares in the Company by means of a scheme of arrangement (the "Scheme"). Pursuant to rule 10 of the Plan rules, the Acquiring Company would like to grant a new replacement option (the " New Option") to the Optionholder.

(C) The Optionholder released the rights under the Old Option in consideration for the grant of the New Option in a Form of Election in response to a rollover proposal made in a letter to Optionholders dated [ ] conditional upon the Scheme being effective.

(D) Not all of the requirements under rule 10 of the Plan rules are satisfied and the New Option will be an unapproved option rather than an EMI option.

AGREED TERMS

1. Grant of New Option

1.1 The Acquiring Company grants the New Option under the terms of the Plan so that the Optionholder has an option to acquire the number of ordinary shares in the Acquiring Company at the Exercise Price as is set out in Schedule 2.

1.2 Subject to clause 1.1, the Acquiring Company and the Optionholder agree that the terms and conditions of the New Option are the same as the terms and conditions for the Old Option and that the Option Agreement for the Old Option shall be referred to for such details.

1.3 The New Option is granted and exercisable subject to the terms and conditions set out in the rules of the Plan, save that all references to the Company in the rules of the Plan shall be read and construed as references to the Acquiring Company. Exercise of the New Option shall be conditional upon the Optionholder making good any tax liability (including employer's national insurance contributions) in relation to the New Option in accordance with rule 7 of the Plan.

1.4 The Optionholder confirms that he/she understands that the New Option will be taxed as an unapproved option rather than an EMI option.

1.5 The New Option may not be exercised later than the day before the tenth anniversary of the Date of Grant of the Old Option.

2. **GENERAL PROVISIONS**

2.1 This agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this agreement may enter into this agreement by executing any such counterpart.

2.2 This agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts to settle any claims, disputes or issues which may arise out of this agreement.

This Replacement Option Agreement has been executed and delivered as a deed on the date written above.

SCHEDULE 1

Details of Old Option

Date of Grant	**[ ]**
Number of shares in Astex Therapeutics Limited	**[ ]**
Exercise Price	**[ ]**
Vesting	**As set out in the Option Agreement for the Old Option**

SCHEDULE 2

Details of New Option

Date of Grant	**[ ]**
Number of shares in Supergen, Inc.	**[ ]**
Exercise Price	**[ ]**
Vesting	**As set out in the Option Agreement for the Old Option**

SIGNED as a **DEED**	)
by **SUPERGEN, INC.**	)
acting by the under-mentioned	)
person(s) acting on the authority	)
of the Company in accordance	)
with the laws of the territory of	)
its incorporation:	)

Authorised signatory

SIGNED as a **DEED**	)
by **[OPTION HOLDER]**	)

in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXHIBIT 4.4

DATED 2011

[OPTION HOLDER]

and

SUPERGEN, INC.

REPLACEMENT OPTION AGREEMENT
relating to the
Astex Therapeutics Limited 2010 Share Option Scheme

THIS REPLACEMENT OPTION AGREEMENT is made on
2011

BETWEEN

(1) **[OPTION HOLDER]** of [ ] (the "Optionholder"); and

(2) **SUPERGEN, INC.** whose registered office is at 4140 Dublin Boulevard, Suite 200, Dublin, CA 94568 USA (the "Acquiring Company");

INTRODUCTION

(A) The Optionholder is the holder of an unapproved option granted by Astex Therapeutics Limited (the "Company") under the rules of the Astex Therapeutics Limited 2010 Share Option Scheme (the "Plan"), the details of which are set out in Schedule 1 (the "Old Option").

(B) The Acquiring Company has acquired all of the shares in the Company by means of a scheme of arrangement (the "Scheme"). Pursuant to rules 10 and 15 of the Plan rules, the Acquiring Company would like to grant a new replacement option (the " New Option") to the Optionholder.

(C) The Optionholder released the rights under the Old Option in consideration for the grant of the New Option in a Form of Election in response to a rollover proposal made in a letter to Optionholders dated [ ] conditional upon the Scheme being effective.

AGREED TERMS

1. Grant of New Option

1.1 The Acquiring Company grants the New Option under the terms of the Plan so that the Optionholder has an option to acquire the number of ordinary shares in the Acquiring Company at the Exercise Price as is set out in Schedule 2.

1.2 Subject to clause 1.1, the Acquiring Company and the Optionholder agree that the terms and conditions of the New Option are the same as the terms and conditions for the Old Option and that the Option Agreement for the Old Option shall be referred to for such details.

1.3 The New Option is granted and exercisable subject to the terms and conditions set out in the rules of the Plan, save that all references to the Company in the rules of the Plan shall be read and construed as references to the Acquiring Company. Exercise of the New Option shall be conditional upon the Optionholder making good any tax liability (including employer's national insurance contributions) in relation to the New Option in accordance with rule 7 of the Plan.

1.4 The New Option may not be exercised later than the day before the tenth anniversary of the Date of Grant of the Old Option.

2. **GENERAL PROVISIONS**

2.1 This agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this agreement may enter into this agreement by executing any such counterpart.

2.2 This agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts to settle any claims, disputes or issues which may arise out of this agreement.

This Replacement Option Agreement has been executed and delivered as a deed on the date written above.

SCHEDULE 1

Details of Old Option

Date of Grant	**[ ]**
Number of shares in Astex Therapeutics Limited	**[ ]**
Exercise Price	**[ ]**
Vesting	**As set out in the Option Agreement for the Old Option**

SCHEDULE 2

Details of New Option

Date of Grant	**[ ]**
Number of shares in Supergen, Inc.	**[ ]**
Exercise Price	**[ ]**
Vesting	**As set out in the Option Agreement for the Old Option**

SIGNED as a **DEED**	)
by **SUPERGEN, INC.**	)
acting by the under-mentioned	)
person(s) acting on the authority	)
of the Company in accordance	)
with the laws of the territory of	)
its incorporation:	)

Authorised signatory

SIGNED as a **DEED**	)
by **[OPTION HOLDER]**	)

in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXHIBIT 4.5

DATED 2011

[OPTION HOLDER]

and

SUPERGEN, INC.

REPLACEMENT OPTION AGREEMENT
relating to the
Astex Therapeutics Limited 2010 Share Option Scheme

THIS REPLACEMENT OPTION AGREEMENT is made on
2011

BETWEEN

(1) **[OPTION HOLDER]** of [ ] (the "Optionholder"); and

(2) **SUPERGEN, INC.** whose registered office is at 4140 Dublin Boulevard, Suite 200, Dublin, CA 94568 USA (the "Acquiring Company");

INTRODUCTION

(A) The Optionholder is the holder of an unapproved option granted by Astex Therapeutics Limited (the "Company") under the rules of the Astex Therapeutics Limited 2010 Share Option Scheme (the "Plan"), the details of which are set out in Schedule 1 (the "Old Option").

(B) The Acquiring Company has acquired all of the shares in the Company by means of a scheme of arrangement (the "Scheme"). Pursuant to rules 10, 15 and 16 of the Plan rules, the Acquiring Company would like to grant a new replacement option (the " New Option") to the Optionholder.

(C) The Optionholder released the rights under the Old Option in consideration for the grant of the New Option in a Form of Election in response to a rollover proposal made in a letter to Optionholders dated [ ] conditional upon the Scheme being effective.

AGREED TERMS

1. Grant of New Option

1.1 The Acquiring Company grants the New Option under the terms of the Plan so that the Optionholder has an option to acquire the number of ordinary shares in the Acquiring Company at the Exercise Price as is set out in Schedule 2.

1.2 Subject to clause 1.1, the Acquiring Company and the Optionholder agree that the terms and conditions of the New Option are the same as the terms and conditions for the Old Option and that the Option Agreement for the Old Option shall be referred to for such details.

1.3 The New Option is granted and exercisable subject to the terms and conditions set out in the rules of the Plan, save that all references to the Company in the rules of the Plan shall be read and construed as references to the Acquiring Company. Exercise of the New Option shall be conditional upon the Optionholder making good any tax liability (including employer's national insurance contributions) in relation to the New Option in accordance with rule 7 of the Plan.

1.4 The New Option may not be exercised later than the day before the tenth anniversary of the Date of Grant of the Old Option.

2. **GENERAL PROVISIONS**

2.1 This agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this agreement may enter into this agreement by executing any such counterpart.

2.2 This agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts to settle any claims, disputes or issues which may arise out of this agreement.

This Replacement Option Agreement has been executed and delivered as a deed on the date written above.

SCHEDULE 1

Details of Old Option

Date of Grant	**[ ]**
Number of shares in Astex Therapeutics Limited	**[ ]**
Exercise Price	**[ ]**
Vesting	**As set out in the Option Agreement for the Old Option**

SCHEDULE 2

Details of New Option

Date of Grant	**[ ]**
Number of shares in Supergen, Inc.	**[ ]**
Exercise Price	**[ ]**
Vesting	**As set out in the Option Agreement for the Old Option**

SIGNED as a **DEED**	)
by **SUPERGEN, INC.**	)
acting by the under-mentioned	)
person(s) acting on the authority	)
of the Company in accordance	)
with the laws of the territory of	)
its incorporation:	)

Authorised signatory

SIGNED as a **DEED**	)
by **[OPTION HOLDER]**	)

in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXHIBIT 4.6

ASTEX TECHNOLOGY LIMITED

ENTERPRISE MANAGEMENT INCENTIVE

("EMI")

S CHEME

SCHEDULE ONE

SCHEME RULES

(Adopted by the Company on 27 th March 2002)

Ernst & Young, 1 Colmore Row, Birmingham B3 2DB

RULES OF THE ASTEX TECHNOLOGY LIMITED

ENTERPRISE MANAGEMENT INCENTIVE SCHEME

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RULES OF THE ASTEX TECHNOLOGY LIMITED

ENTERPRISE MANAGEMENT INCENTIVE SCHEME ("EMI")

1. DEFINITIONS AND INTERPRETATION

In this Scheme, the following words and expressions shall, where the context so permits, have the following meanings:

"Admission"	the admission of the Shares to the Official List of the United Kingdom Listing Authority or the granting of permission for the Shares to be dealt in on the Alternative Investment Market or any other recognised investment exchange (as defined in Section 207 of the Financial Services Act 1986);
"the Agreement"	the agreement in writing granting an Option pursuant to this Scheme entered into by an Eligible Employee and the Grantor in such form as the Directors shall from time to time determine (and which in the case of an EMI Option complies with paragraph 40 of Schedule 14);
"Associated Company"	the meaning given by Section 416 of the Taxes Act;
"Articles"	the articles of association of the Company in force at the Date of Grant of the relevant Option;
"Auditors"	the auditors for the time being of the Company;
"Committed Time"	the meaning given in paragraph 29 of Schedule 14;
"the Company"	Astex Technology Limited registered in England under number 03751674;

"Company Limit"	the limit specified in paragraph 11 of Schedule 14 from time to time;
"Connected Person"	the meaning given by Section 839 of the Taxes Act;
"Control" and cognate expressions	the meaning given by section 840 of the Taxes Act;
"Conditional Exercise Notice"	a notice set out in the Schedule to these Rules or in such other form as the Directors shall decide;
"CSOP Date of Grant"	the date on which an option is granted to an Eligible Employee under the terms of the Astex Technology Limited Company Share Option Scheme;
"Deed of Adherence"	a legally binding agreement (in such form as the directors may determine) by which an Optionholder agrees to be bound by the terms of any Shareholders' Agreement in force at the relevant time;
"Date of Grant"	the date on which an Option is granted as evidenced by the Agreement;
"Directors"	the Board of Directors for the time being of the Company or a duly authorised committee thereof;
"Disqualifying Event"	an event specified in paragraphs 47 to 52 inclusive of Schedule 14 which causes an EMI Option to cease to satisfy the requirements of Schedule 14;

"Eligible Employee"	an individual: (a) who is a bona fide employee of the Company or a Qualifying Subsidiary; (b) whose Committed Time is at least 25 hours per week, or, if less, 75% of his Working Time; and (c) who is not precluded from such participation by paragraphs 30 to 36 inclusive of Schedule 14 (no material interest);
"EMI Option"	an Option which is a qualifying option within the meaning given in paragraph 1 of Schedule 14;
"Employer Company"	the Company by reference to which the Committed Time requirement is met by the Eligible Employee;
"Exit"	the occurrence of the first in time of either of the following: - (i) an Admission; or (ii) a Sale;
"Excluded Person"	any shareholder in the Company at the date of adoption of this Scheme or any person connected or company associated (within the meaning of Sections 839 and 416, respectively, of the Taxes Act) with such persons;

"Exercise Price"	the price determined by the Directors at which each Share subject to an EMI Option may be acquired (subject to Rule 10 - variation of share capital) and either: (a) specified at the Date of Grant; or (b) to be determined at a later date by reference to a formula specified at the Date of Grant, provided that if Shares are to be subscribed, it may not be less than the nominal value of a Share;
"Grantor"	the Company or such other person who grants an Option under this Scheme;
"Group Company"	the Company or any Subsidiary of the Company;
"Individual Limit"	the limit specified in Rule 4 on the value of Shares in respect of which EMI Options or other options may be granted to Eligible Employees;
"the London Stock Exchange"	London Stock Exchange plc or any national stock exchange recognised by the Inland Revenue;
"Member"	a holder of any shares in the capital of the Company whose name is entered in the register of members;
"Market Value"	on any day the market value of a Share determined in accordance with paragraphs 10 and 66 of Schedule 14:
"Model Code"	the Model Code for Securities Transactions by Directors of Listed Companies published by the UK Listing Authority;

"Option"	a right to acquire Shares pursuant to this Scheme being either an EMI Option or an Unapproved Option;
"Optionholder"	an Eligible Employee to whom an Option has been granted which has neither lapsed nor been surrendered or exercised;
"Qualifying Exchange of Shares"	the meaning given in paragraph 60 of Schedule 14;
"Qualifying Subsidiary"	the meaning given in paragraph 15 of Schedule 14;
"Rules"	the rules of this Scheme as amended from time to time;
"Sale"	the obtaining by a person (other than an Excluded Person) ("the Purchaser") either alone or together with any person connected or company associated (within the meaning respectively of Sections 839 and 416 of the Taxes Act) with such person (other than an Excluded Person) of Control of the Company;
"Schedule 14"	Schedule 14 to the Finance Act 2000;
"this Scheme"	the Astex Technology Limited Enterprise Management Incentive Scheme, as amended from time to time;
"Share"	an ordinary share in the capital of the Company which is fully paid up and non-redeemable within the meaning of paragraph 38 of Schedule 14;
"Shareholders' Agreement"	the agreement dated 3 November 1999 or any subsequent agreement in force from time to time between all or substantially all the Members regulating their mutual rights and obligations as Members;

"Subsidiary"	any company which the Company Controls (on its own or together with any Connected Person);
"Taxes Act"	the Income and Corporation Taxes Act 1988;
"Unapproved Option"	an Option which at the Date of Grant is not an EMI Option;
"Working Time"	the meaning given in paragraph 29 of Schedule 14.

References to any statutory provision are to that provision as amended or re-enacted from time to time, and, unless the context otherwise requires, words in the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and vice versa.

2. GRANT OF OPTIONS

2.1 Subject to Rule 2.8, the Grantor may grant an Option to an Eligible Employee at any time.

2.2 Where the Grantor grants an EMI Option which is in excess of the Individual Limit the excess shall be an Unapproved Option.

2.3 Where the Grantor grants an EMI Option which is in excess of the Company Limit the excess shall be an Unapproved Option.

2.4 If an Optionholder has been granted EMI Options in respect of shares whose Market Value at the relevant Date of Grant equal to the Individual Limit (whether or not they have been exercised or released) any Options granted to him within 3 years of the date on which he was granted his last EMI Option shall be Unapproved Options.

2.5 The right to exercise an Option may be subject to conditions imposed by the Grantor in accordance with Rule 3.

2.6 As soon as practicable after the Grantor decides to grant an Option to an Eligible Employee the Grantor and the Eligible Employee shall enter into an enforceable Agreement which shall state:

(a) the Date of Grant of the Option;

(b) that the Option is an EMI Option or an Unapproved Option (as the case may be);

(c) that the Option is granted under the provisions of Schedule 14 (in respect of an EMI Option);

(d) the number, or maximum number, of Shares that may be acquired;

(e) the Exercise Price payable for each Share subject to the Option or the method by which that price is to be determined;

(f) any conditions imposed or dates determined by the Directors pursuant to Rule 3; and

(g) when and how the Option may be exercised.

and in the case of an EMI Option such Agreement shall include any other details required pursuant to paragraph 40 of Schedule 14.

2.7 Subject to the right of a deceased Optionholder's personal representatives to exercise an Option in accordance with Rule 6.3, every Option shall be personal to the Eligible Employee to whom it is granted and shall not be capable of being transferred, assigned or charged.

2.8 The Grantor may grant an EMI Option to an Eligible Employee ("the Grantee") only if all of the following conditions are satisfied at the Date of Grant immediately prior to the grant of the proposed EMI Option:

(a) the Directors have satisfied themselves that it is being granted for commercial reasons in order to recruit or retain an employee and not as part of a scheme or arrangement the main purpose, or one of the main purposes, of which is the avoidance of tax;

(b) the total Market Value of Shares in the Company in respect of which unexercised EMI Options subsist, shall not exceed £3 million or such other value as shall be specified at that time in paragraph 11 of Schedule 14;

(c) the Company or a Group Company as the case may be meets the trading activities requirement of paragraph 17 of Schedule 14;

(d) the gross assets of the Company do not exceed £30 million (or such other amount as may at that time be specified in paragraph 15 of Schedule 14). For these purposes "gross assets" means:

(i) the sum of all the fixed and current assets of the Company; or

(ii) if the Company is a member of a group of companies, the sum of the fixed and current assets of all the Group Companies excluding any member's rights against, or shares in or securities of, another Group Company).determined in accordance with Inland Revenue Statement of Practice 2/00 or its successors; and

(e) the qualifying subsidiaries requirement of paragraph 14 of Schedule 14 is satisfied.

2.9 For the purposes of Rule 2.8(b) above, the Market Value of a Share shall be determined in accordance with paragraph 10 of Schedule 14 in respect of the day on which each of the relevant unexercised EMI Options was granted.

2.10 An Option shall not be granted unless the Grantor is satisfied at the relevant time (if then applicable) that such grant would not be in breach of the Model Code or any other applicable laws, codes or regulations relating to the acquisition of securities including the internal code of the Company.

3. CONDITIONS OF EXERCISE

3.1 The Grantor may at the Date of Grant determine that the right to exercise an Option shall be conditional upon the occurrence of an Exit.

3.2 The Grantor may at the Date of Grant determine that the right to exercise an option shall be conditional upon the satisfaction of an objective condition imposed by the Grantor at the Date of Grant, provided that such performance condition is capable of being satisfied within ten years of the Date of Grant.

3.3 When granting an Option, the Grantor may, if in its discretion it thinks fit determine any date or dates prior to the day before the tenth anniversary of its Date of Grant on which the Option is first exercisable in whole or in part, and, where on any date only part is exercisable, the number of Shares in respect of which such partial exercise may be made.

3.4 If, after the Grantor has imposed any condition to be satisfied pursuant to Rule 3.2, events occur which cause the Directors to consider the condition has become unreasonable, unfair or impractical, the Grantor may, in its discretion (provided such discretion is exercised fairly and reasonably) amend, relax or waive such condition provided that any condition which is amended or relaxed will be no more and no less difficult to satisfy than when it was originally imposed or last amended or relaxed.

3.5 The Grantor shall notify all relevant Optionholders in writing of any amendment, relaxation or waiver of any conditions made pursuant to Rule 3.4.

4. INDIVIDUAL LIMITS

4.1 Any EMI Option granted to an Eligible Employee by the Grantor shall be limited and take effect so that, immediately following such grant, the aggregate Market Value of:

(a) all shares in respect of which EMI Options or other options which are qualifying options within the meaning given in paragraph 1 of Schedule 14 are then held by him and granted by reason of his employment with any one or more Group Companies;

(b) all other shares in respect of which EMI Options or other options which are qualifying options within the meaning given in paragraph 1 of Schedule 14 were granted to him within the preceding three years by reason of his employment with any one or more Group Companies, whether or not such EMI Options have been exercised or released; and

(c) all shares in respect of which options were granted to him under a company share option plan approved by the Inland Revenue under Schedule 9 to the Taxes Act by reason of his employment with the Employer Company or any other Group Company, which options have neither lapsed nor been exercised or released,

shall not exceed £100,000 or such other amount as may from time to time be specified in paragraph 10 of Schedule 14.

4.2 For the purposes of Rule 4.1, the Market Value of the Shares or shares shall be their Market Value at the date or dates on which the relevant EMI Options or other options were granted or such earlier time or times as may be agreed with the Inland Revenue.

5. SCHEME LIMITS

5.1 The maximum number of Shares which may on any day be placed under option for subscription under this Scheme, when added to the number of Shares allocated for subscription in the preceding ten years under this or any other employees' share scheme adopted by the Company, shall not exceed ten per cent (10%) of the Company's issued ordinary share capital immediately prior to that day.

5.2 For the purpose of calculating the limits contained in this Rule 5, any Shares comprised in any option or other right which has lapsed or been surrendered, shall be disregarded.

6. RIGHTS OF EXERCISE AND LAPSE OF OPTIONS

6.1 If there is in force at the relevant time a Shareholders' Agreement, an Option may be exercised only if the Optionholder has entered into a Deed of Adherence.

6.2 Save as provided in Rules 6.5 (Disqualifying Events) and 8 (Sale), an Option may not be exercised before whichever is the latest of:

(a) the date stated in the Agreement;

(b) any date or dates which may have been specified in accordance with Rule 3.3; and

(c) the date on which any condition specified pursuant to Rules 3.1 and 3.2 (as amended, relaxed or waived pursuant to Rule 3.4) has been satisfied,

but in any event may not be exercised later than the day before the tenth anniversary of the Date of Grant.

6.3 Save as provided in Rules 6.4 (death), 6.5 (Disqualifying Events), 6.6 (good leavers), 8 (Sale etc) and 9 (Reconstruction and Winding Up), an Option may be exercised by an Optionholder only while he is an Eligible Employee.

6.4 Subject to Rule 6.2, an Option may be exercised by the personal representatives of a deceased Optionholder during the period of one year following the date of death.

6.5 Unless and to the extent the Directors decide otherwise, an Option may be exercised during the period of 40 days following a Disqualifying Event.

6.6 Subject to Rule 6.2, if an Optionholder ceases to hold any office or employment with a Group Company on account of:

(a) injury, ill-health or disability (evidenced to the satisfaction of the Directors);

(b) the Optionholder's resignation pursuant to a period of maternity leave;

(c) redundancy (within the meaning of the Employment Rights Act 1996);

(d) retirement at normal retirement age (including late retirement) or early retirement with the consent of the Group Company which employs the Optionholder;

(e) the transfer of the undertaking or part-undertaking in which the Optionholder is employed to a person other than a Group Company;

(f) the Company by which the Optionholder is employed ceasing to be a Group Company; or

(g) any other reason which the Directors consider reasonably justifies the exercise of the Option,

the Option may be exercised within the period of 6 months after such event.

6.7 An Option shall lapse on the occurrence of the earliest of the following:

(a) the day before the tenth anniversary of the Date of Grant;

(b) the expiry of the period (if any) allowed for the satisfaction of any condition of exercise pursuant to Rule 3 without such condition having been satisfied or the date on which it becomes apparent to the Directors in their absolute discretion that any such condition has become incapable of being satisfied;

(c) the expiry of the applicable periods specified in Rules 6.4 (death) and 6.6 (good leavers), except that if an Optionholder dies while time is running under Rule 6.6, the Option shall not lapse until the expiry of the period in Rule 6.4;

(d) unless and to the extent the Directors decide otherwise, the expiry of the period specified in Rule 6.5 (Disqualifying Events);

(e) subject to Rule 10 (Exchange of Options) the expiry of the applicable periods specified in Rules 8.1, 9.1 or 9.2 (Reconstructions etc);

(f) the expiry of the applicable periods specified in Rule 9.3 (Winding Up);

(g) save as provided in Rules 6.4 (death), 6.5 (Disqualifying Events), 6.6 (good leavers) and 8 (Sale) the date on which the Optionholder ceases to hold any office or employment with a Group Company;

(h) the date on which a resolution is passed, or an order is made by the Court, for the compulsory winding up of the Company; and

(i) the date on which the Optionholder becomes bankrupt or does or omits to do anything as a result of which he is deprived of the legal or beneficial ownership of the Option.

7. EXERCISE OF OPTIONS

7.1 An Option shall be exercisable in whole or in part by notice in writing (in the form prescribed by the Company from time to time) given by the Optionholder (or his personal representatives as the case may be) to the Company. The notice

of exercise of the Option shall be accompanied by a remittance in cleared funds for the aggregate of the Exercise Prices payable.

7.2 Subject to Rules 7.3 and 7.4, within 30 days of the Option exercise the Directors shall procure the transfer or issue of the shares in respect of which the Option has been validly exercised and shall issue a definitive certificate or such other acknowledgement of shareholding as is from time to time permitted in respect of the Shares transferred, unless the Directors consider that such allotment or transfer would not be lawful in the relevant jurisdiction.

7.3 An Option may be granted subject to the condition that the Optionholder shall meet the Company's or Grantor's secondary National Insurance Contributions due on the exercise or release of the Option. For this purpose, the Optionholder may be required, if requested by the Company or Grantor at any time before the exercise or release of the Option, to enter into an election to transfer liability for such National Insurance Contributions in a form approved by the Inland Revenue and acceptable to the Company or Grantor and to enter into such arrangements as may be approved by the Inland Revenue in order to secure the transfer of the liability.

7.4 If any Group Company or Grantor is liable to account for tax or social security contributions (in any jurisdiction) for which an Optionholder is liable by virtue of the exercise of the Option that or any other Group Company or the Grantor or the trustee of any trust which is intended to be an employee share scheme pursuant to Section 743 of the Companies Act 1985 may:

(a) withhold the appropriate amount of tax or social security from the Optionholder's remuneration; or

(b) make such other arrangements as it considers necessary (including the sale of Shares on behalf of the Optionholder) to finance the amounts in (a) above,

unless the Optionholder discharges the liability himself at the date of exercise.

7.5 Shares allotted under this Scheme shall rank pari passu in all respects with the Shares of the same class for the time being in issue save as regards any rights attaching to such Shares by reference to a record date prior to the date of allotment and in the case of a transfer of existing Shares the transferee shall not acquire any rights attaching to such Shares by reference to a record date prior to the date of such transfer.

7.6 If and so long as the Shares are listed on the London Stock Exchange or any similar exchange, the Company shall apply for any Shares allotted under this Scheme to be admitted to the Official List or any similar list as the case may be.

7.7 The exercise of any Option (in whole or in part) shall not be permitted at a time when (if then applicable) such exercise would be in breach of the Model Code or any other applicable laws, codes or regulations relating to the acquisition of securities, including the internal code of the Company.

8. SALE

8.1 If the Directors in their discretion so decide prior to a sale, any Option may be exercised immediately before and conditionally upon such Sale or within six months thereafter or such shorter period as the Directors may notify in writing to the Optionholders provided that if the Directors in their discretion so determine such exercise of an Option shall be conditional upon the prior written agreement of the relevant Optionholder with the Company to sell immediately upon exercise of his Option the Shares acquired on exercise to such person as may be specified by the Directors on terms that are not materially less advantageous than the terms upon which the other Shares are to be or have been disposed of under the Sale. Any conditions imposed pursuant to Rules 3.1, 3.2, 3.3 and 3.4, shall cease to apply unless the Directors decide otherwise.

8.2 Any Optionholder who wishes to exercise an Option pursuant to Rule 8.1, shall do so by serving a Conditional Exercise Notice on the Company specifying the number of Shares over which the Optionholder wishes to exercise his Option (which shall not in any event exceed the number of Shares in respect of which the Option subsists). If the Sale does not take place any Conditional Exercise Notice served in anticipation of the Sale shall be of no effect.

8.3 A Conditional Exercise Notice given in accordance with Rule 8.2 may not be withdrawn.

8.4 The service of a Conditional Exercise Notice in accordance with Rule 8.2 shall constitute the Company the Optionholder's agent for the sale of all the Shares specified in the Conditional Exercise Notice to the Purchaser on terms which are no less favourable than the terms on which the other Shares are acquired by the Purchaser from the other shareholders of the Company.

8.5 If the Company is able to sell the Shares to the Purchaser in accordance with Rule 8.4 the Directors may appoint any person nominated by them to be the attorney of an Optionholder to sign any agreement and to complete, execute and deliver in the name of and on behalf of the Optionholder any stock transfer form and any other documents necessary to transfer the Shares over which the Option is exercised to the Purchaser against payment of the purchase money or other consideration to the Company.

8.6 The Directors shall notify optionholders of any impending Sale and of any time limit of less than six months imposed under Rule 8.1 in sufficient time before a binding agreement for the Sale (whether conditional or unconditional) is signed to allow the Optionholders an opportunity to exercise their Options, being at least 5 business days before the date on which such agreement is signed.

8.7 The Company may receive the purchase money or other consideration on behalf of an Optionholder and give a valid discharge to the Purchaser for it. The Company shall be entitled to deduct and retain out of the purchase money such amounts as may be required to meet any liability of the Optionholder pursuant to Rule 7.4 and in the event that non cash consideration is received for the Sale the Company shall be entitled to sell such proportion of the non cash consideration as shall be required to meet the Optionholder's liability under Rule 7.4.

9. RECONSTRUCTION AND WINDING-UP

9.1 If the Directors in their discretion so decide prior to the Court sanctioning a compromise or arrangement proposed for the purposes of or in connection with a plan for the reconstruction of the Company or its amalgamation with any other company or companies under section 425 of the Companies Act 1985,, any Option may be exercised immediately prior to and conditionally upon the Court sanctioning such compromise or arrangement or within 40 days thereafter any conditions imposed pursuant to Rules 3.1, 3.2, 3.3 and 3.4, shall cease to apply unless the Directors decide otherwise.

9.2 If the Directors in their discretion so decide prior to any person becoming bound or entitled to acquire shares in the Company under sections 428 to 430 of the Companies Act 1985, any Subsisting Option may be exercised at any time when that person remains so bound or entitled thereafter any conditions imposed pursuant to Rules 3.1, 3.2, 3.3 and 3.4, shall cease to apply unless the Directors decide otherwise.

9.3 If the Directors in their discretion so decide prior to the Company passing a resolution for voluntary winding up, any Options may be exercised within 40 days of the passing of the resolution. Alternatively, if the Directors in their

discretion so determine, in the event that the Company gives notice to its shareholders of a meeting at which a resolution for the voluntary winding up of the Company ("Winding Up Resolution") is to be proposed, the Company shall also give notice to every Optionholder and Optionholders in receipt of such notice may exercise their Options prior to the passing of the Winding Up Resolution, but conditionally on its being passed, to the intent that they will be entitled to share in the assets of the Company with the other shareholders on the same basis as if they had been the registered holders of the relevant Shares immediately prior to the passing of the Winding Up Resolution thereafter any conditions imposed pursuant to Rules 3.1, 3.2, 3.3 and 3.4, shall cease to apply unless the Directors decide otherwise.

10. EXCHANGE OF OPTIONS

10.1 Notwithstanding the provisions of Rule 8 or 9, if any company ("the Acquiring Company") obtains Control of the Company or becomes bound or entitled to acquire shares in the Company within any of the sets of circumstances specified in Paragraph 59(2)(a), (b) or (c) of Schedule 14 or where there is a Qualifying Exchange of Shares, any Optionholder may at any time within the periods specified in those Rules, by agreement with the Acquiring Company release his Option ("the Old Option") in consideration of the grant to him of a new option ("the Replacement Option") which is equivalent to the Old Option.

10.2 A new option shall only qualify as a Replacement Option if the requirements of Rule 10.1 above are met, and:

(a) the Option is granted to the holder of the Old Option by reason of his employment:

(i) with the Acquiring Company; or

(ii) if the Company is a parent company, with the Company or another Group Company;

(b) at the time of the release of rights under the Old Option, the requirements of:

(i) paragraph 9 of Schedule 14 (purpose of granting the option); and

(ii) paragraph 11 of Schedule 14 (Company Limit or Individual Limit);

are so far as relevant met in relation to the Replacement Option;

(c) at that time, the independence requirement and the trading activities requirement as set out in paragraphs 13 and 17 respectively of Schedule 14 are met in relation to the Acquiring Company;

(d) at that time, the individual to whom the Replacement Option is granted is an Eligible Employee in relation to the Acquiring Company;

(e) at that time, the requirements of Part V of Schedule 14 are met in relation to the Replacement Option;

(f) the total Market Value, immediately before the release, of the Shares which were subject to the Old Option is equal to the total Market Value, immediately after the grant, of the Shares in respect of which the Replacement Option is granted; and

(g) the total amount payable by the Eligible Employee for the acquisition of Shares in pursuance of the Replacement Option is equal to the total amount that would have been payable for the acquisition of Shares in pursuance of the Old Option.

10.3 Unless and to the extent that the Directors shall in their discretion decide otherwise where an Old Option is released pursuant to Rule 10.1 any conditions imposed or dates determined by the Directors pursuant to Rule 3 shall cease to apply forthwith.

10.4 Where any Replacement Options are granted pursuant to Rule 9.1 they shall be regarded for the purposes of the subsequent application of the provisions of this Scheme as having been granted at the time when the corresponding Old Options were granted and, with effect from the date on which the Replacement Option is granted:

(a) save for the definition of "Group Company" in Rule 1, references to "the Company" (including the definition in Rule 1) shall be construed as being references to the Acquiring Company to whose shares the Replacement Option relates; and

(b) references to "Shares" (including the definition in Rule 1) shall be construed as being references to shares in the Acquiring Company to which the Replacement Option relate.

11. VARIATION OF SHARE CAPITAL

11.1 In the event of any capitalisation, rights issue, consolidation, subdivision, reduction or other variation of the share capital of the Company:

(a) the number of Shares comprised in an Option;

(b) the Exercise Price in respect of such Shares; and

(c) where an Option has been exercised pursuant to the provisions of these Rules but no Shares have been allotted or transferred in satisfaction of such exercise, the number of Shares to be so allotted or transferred and the Exercise Price in respect of such Shares,

may, subject (where required) to the prior approval of the Inland Revenue, be varied in such manner as the Directors shall determine and (save in the event of a capitalisation) the Auditors shall confirm in writing to be in their opinion fair and reasonable, provided that no variation shall be made which would result in the Exercise Price for an allotted Share being less than its nominal value.

11.2 The Directors may take such steps as they consider necessary to notify Optionholders of any adjustment made under this Rule 11 and to call in, cancel, endorse, issue or re-issue any Agreement consequent upon such adjustment.

12. ADMINISTRATION

12.1 The Directors shall have power from time to time to make and vary such regulations (not being inconsistent with this Scheme) for the implementation and administration of this Scheme and/or the Agreement as they think fit.

12.2 The decision of the Directors shall be final and binding in all matters relating to this Scheme (other than in the case of matters to be determined or confirmed by the Auditors in accordance with this Scheme).

12.3 The costs of establishing and administering this Scheme shall be borne by the Company.

12.4 The Company may, but shall not be obliged to, provide Eligible Employees or Optionholders with copies of any notices circulars or other documents sent to shareholders of the Company.

12.5 Within 30 days (or such longer period as may from time to time be permitted by Schedule 14) of granting an EMI Option under this Scheme notice shall be given to the Inland Revenue by the Employer Company which shall contain:

(a) information required by the Inland Revenue pursuant to paragraph 2 of Schedule 14;

(b) a declaration from a director or the Company Secretary of the Employer Company, that in his opinion the requirements of Schedule 14 have been met in relation to an Option under this Scheme and that to the best of his knowledge, the information provided is correct and complete; and

(c) a declaration from the Optionholder to whom the Option is granted that he meets the Committed Time requirement.

13. AMENDMENTS

13.1 Notwithstanding Rule 13.2, if the Inland Revenue raise a notice of enquiry pursuant to paragraph 4 of Schedule 14 and conclude that the requirements of Schedule 14 have not been met in relation to this Scheme and/or the Agreement (as the case may be) the Directors may alter the Rules of this Scheme as may be necessary to ensure that the requirements of Schedule 14 have been met.

13.2 The Directors may amend the Rules of this Scheme by a resolution of the Directors provided that where any alteration would abrogate or adversely affect the subsisting rights of an Optionholder it will not be effective unless such alteration is made with the consent in writing of the Optionholder.

13.3 Notwithstanding Rule 13.2, the Directors may amend the provisions of this Scheme and/or Agreement and the terms of any Options as they consider necessary or desirable in order to:

(a) make the administration of this Scheme more effective or easier;

(b) comply with or take account of the provisions of any proposed or existing legislation;

(c) take account of any of the events mentioned in Rule 9 (Reconstructions and Winding Up); or

(d) obtain or maintain favourable tax or regulatory treatment for the Company or any Group Company or any Optionholder,

without the need for the prior approval of the Company in General Meeting or the consent of Optionholders provided that such amendments or additions do not affect the basic principles of this Scheme and/or Agreements.

13.4 Written notice of any amendment to this Scheme shall be given to all Optionholders affected thereby.

14. GENERAL

14.1 This Scheme shall commence upon the date the Company adopts this Scheme and shall terminate on the expiry of the period of ten years from such date. On termination no further Options may be granted but such termination shall be without prejudice to any accrued rights in existence at the date thereof.

14.2 The Company will at all times keep available sufficient authorised and unissued Shares, or shall ensure that sufficient Shares will be available, to satisfy the exercise to the full extent still possible of all Options not lapsed pursuant to the provisions of these Rules, taking account of any other obligations of the Company to issue Shares.

14.3 Notwithstanding any other provision of this Scheme:

(a) this Scheme shall not form part of any contract of employment between any Group Company and any employee of any such company and the rights and obligations of any individual under the terms of his office or employment with any Group Company shall not be affected by his participation in this Scheme or any right which he may have to participate in it and this Scheme shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever, including if such termination of employment was lawful or unlawful;

(b) no Optionholder shall be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise an Option in consequence of the loss or termination of his office or employment with any Group Company for any reason

whatsoever including if such termination of employment was lawful or unlawful;

(c) this Scheme shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against any Group Company directly or indirectly, or give rise to any cause of action at law or in equity against any Group Company.

14.4 Save as otherwise provided in this Scheme any notice or communication to be given by the Company to any Eligible Employee or Optionholder may be personally delivered or sent by fax or by ordinary post to his last known address. It shall be the responsibility of the Optionholder to notify the Company of any change of address. Where a notice or communication is sent by post it shall be deemed to have been received 48 hours after the same was put into the post properly addressed and stamped and where a notice or communication is sent by fax it shall be deemed to have been received at the time when it was sent. Share certificates and other communications sent by post will be sent at the risk of the Eligible Employee or Optionholder concerned and the Company shall have no liability whatsoever to any such person in respect of any notification, document, share certificate or other communication so given, sent or made.

14.5 Any notice to be given to the Company shall be delivered or sent by either post or fax to the Company at its registered office and shall be effective upon receipt.

14.6 This Scheme and all Options granted under it shall be governed by and construed in accordance with English law.

EXHIBIT 4.7

DATED 2011

[OPTION HOLDER]

and

SUPERGEN, INC.

REPLACEMENT OPTION AGREEMENT
relating to the
Astex Technology Limited Enterprise Management Incentive Share Scheme 2002

THIS REPLACEMENT OPTION AGREEMENT is made on
2011

BETWEEN

(1) **[OPTION HOLDER]** of [ ] (the "Optionholder"); and

(2) **SUPERGEN, INC.** whose registered office is at 4140 Dublin Boulevard, Suite 200, Dublin, CA 94568 USA (the "Acquiring Company");

INTRODUCTION

(A) The Optionholder is the holder of an EMI option granted by Astex Therapeutics Limited (the "Company") under the rules of the Astex Technology Limited Enterprise Management Incentive Share Scheme 2002 (the "Plan"), the details of which are set out in Schedule 1 (the "Old Option").

(B) The Acquiring Company has acquired all of the shares in the Company by means of a scheme of arrangement (the "Scheme"). Pursuant to rule 10 of the Plan rules, the Acquiring Company would like to grant a new replacement option (the " New Option") to the Optionholder.

(C) The Optionholder released the rights under the Old Option in consideration for the grant of the New Option in a Form of Election in response to a rollover proposal made in a letter to Optionholders dated [ ] conditional upon the Scheme being effective.

(D) Not all of the requirements under rule 10 of the Plan rules are satisfied and the New Option will be an unapproved option rather than an EMI option.

AGREED TERMS

1. Grant of New Option

1.1 The Acquiring Company grants the New Option under the terms of the Plan so that the Optionholder has an option to acquire the number of ordinary shares in the Acquiring Company at the Exercise Price as is set out in Schedule 2.

1.2 Subject to clause 1.1, the Acquiring Company and the Optionholder agree that the terms and conditions of the New Option are the same as the terms and conditions for the Old Option and that the Option Agreement for the Old Option shall be referred to for such details.

1.3 The New Option is granted and exercisable subject to the terms and conditions set out in the rules of the Plan, save that all references to the Company in the rules of the Plan shall be read and construed as references to the Acquiring Company. Exercise of the New Option shall be conditional upon the Optionholder making good any tax liability (including employer's national insurance contributions) in relation to the New Option in accordance with rule 7 of the Plan.

1.4 The Optionholder confirms that he/she understands that the New Option will be taxed as an unapproved option rather than an EMI option.

1.5 The New Option may not be exercised later than the tenth anniversary of the Date of Grant of the Old Option.

2. **GENERAL PROVISIONS**

2.1 This agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this agreement may enter into this agreement by executing any such counterpart.

2.2 This agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts to settle any claims, disputes or issues which may arise out of this agreement.

This Replacement Option Agreement has been executed and delivered as a deed on the date written above.

SCHEDULE 1

Details of Old Option

Date of Grant	**[ ]**
Number of shares in Astex Therapeutics Limited	**[ ]**
Exercise Price	**[ ]**
Vesting	**As set out in the Option Agreement for the Old Option**

SCHEDULE 2

Details of New Option

Date of Grant	**[ ]**
Number of shares in Supergen, Inc.	**[ ]**
Exercise Price	**[ ]**
Vesting	**As set out in the Option Agreement for the Old Option**

SIGNED as a **DEED**	)
by **SUPERGEN, INC.**	)
acting by the under-mentioned	)
person(s) acting on the authority	)
of the Company in accordance	)
with the laws of the territory of	)
its incorporation:	)

Authorised signatory

SIGNED as a **DEED**	)
by **[OPTION HOLDER]**	)

in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXHIBIT 4.8

THE ASTEX TECHNOLOGY SHARE OPTION PLAN FOR CONSULTANTS

Adopted by the Company on April 4, 2000

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London ECIA 4DD
T +44(0)171 367 3000
F +44(0)171 367 2000

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THE RULES OF THE ASTEX TECHNOLOGY SHARE OPTION PLAN FOR CONSULTANTS

1. Definitions

1.1 In this Plan the words and expressions set out below shall have the meanings specified against them unless otherwise specifically provided and any reference to a provision of an Act of Parliament shall include any modification, consolidation, re enactment or extension of it.

"Acquiring Company"	a company which obtains control of the Company in accordance with Rule 5.5 *;*
"the Auditors"	the auditors (acting as experts not arbitrators) for the time being of the Company or in the event of there being joint auditors such one of them as the Directors shall select;
"the Company"	Astex Technology Limited;
"Consultant"	any person who is not employed by the Company or any Subsidiary but who provides research or other services to the Company and/or a Subsidiary either directly or indirectly;
"Control"	the meaning given to that expression by Section 840 of the Taxes Act;
"Date of Adoption"	the date of the adoption of this Plan by the Company;
"Date of Announcement"	the date on which the Company makes an announcement of its results for the last preceding financial year, half year or other period
"Date of Grant"	the date upon which the Directors issue an Option Certificate in accordance with Rule 2.3;
"Directors"	the directors for the time being of the Company or the directors present at a duly convened meeting of the board of directors or of a duly appointed committee of the board of directors at which a quorum is present including, without limiting the generality of the foregoing, the Remuneration Committee;
"Eligible Person"	any person who at the Date of Grant is a Consultant;

"Exercise Condition" an objective condition precedent to the exercise of an Option imposed in accordance with Rule 2.2;

"Issue or Re-organisation" any capitalisation, consolidation or sub-division or reduction of share capital in the Company and/or any other variation in the share capital of the Company which in the opinion of the Directors justifies a variation in the number of shares subject to an Option and/or the Option Price pursuant to that Option;

"Market Value" such value per share, in relation to which an Option is to be granted, as the Company may consider to be the market value thereof on the day preceding the relevant Date of Grant and determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992;

"Option" a right granted to acquire Shares in the Company;

"Option Certificate" a certificate issued to an Option Holder in accordance with Rule 2.3;

"Option Holder" a person holding an Option;

"Option Price" the acquisition price for a Share comprised in any Option which shall be determined by the Directors, shall be:

(i) in the case of an option to acquire Shares by subscription not less than the nominal value of a Share; or

(ii) subject to (i) above and Rule 6 the Market Value of a Share; or

(iii) subject to (i) above such other value as the Directors in their absolute discretion may determine;

"this Plan" the Astex Technology Share Option Plan for Consultants established by these Rules in its present form or as from time to time amended in accordance with the provisions hereof;

"the Remuneration Committee" The remuneration committee of the board of Directors;

"Shares"	ordinary shares in the Company of 0.01 pence each or as the context may require shares for the time being representing the same whether in consequence of any Issue or Re-organisation or otherwise;
"Subsidiary"	a company which is both under the Control of the Company and which is a subsidiary of the Company within the meaning of Section 736 of the Companies Act;
"Vest"	the time when an Option Holder can exercise the Option over a specified percentage of Shares subject to Rules 3.1.1 and 4.1 and the terms "Vested" and "Vesting" shall be construed accordingly provided. always that where an Option Holder ceases to be a consultant he shall continue to have a right of exercise to the extent that the Option has vested;
"the Taxes Act"	the Income and Corporation Taxes Act 1988;

1.2 In these Rules unless the context otherwise requires words denoting the singular number shall include the plural number and words denoting the masculine gender shall include the feminine gender.

2. Participation and Restrictions on the Granting of Options

2.1 The Directors may, on such dates as they shall determine grant Options at the Option Price to such Eligible Persons as they may in their absolute discretion select. No Eligible Person shall be entitled as of right to participate in this Plan.

2.2 The Directors may impose an Exercise Condition on any Option which they grant preventing its exercise unless such condition has been complied with. If, after the Directors have imposed an Exercise Condition, events happen which cause them to consider that it is no longer appropriate they may vary the Exercise Condition provided always that any such amendment may only be one which the Directors reasonably consider will result in a fairer measure of the performance of the assignment of the Option Holder, will ensure that this Plan operates more effectively in the achievement of its purpose of providing share benefits for persons who contribute to the prosperity of the Company, and will be no more difficult to satisfy than would have been the case if there had been no such amendment.

2.3 The Directors shall grant Options by resolution. As soon as practicable thereafter, the Directors shall issue in respect of each Option granted as aforesaid an Option Certificate given under seal or executed as a deed. The date of issuing such Option Certificate given under seal or executed as a deed shall be taken for all purposes of this Plan as the Date of Grant in respect of the relevant Option. No payment to the Company shall be required on the grant of an Option. The Option Certificate shall be in such form as the Directors shall from time to time determine and shall specify the number of Shares comprised in the Option, the Date of Grant, any Exercise Condition and the Option Price.

2.4 Any Eligible Person to whom an Option is granted may by notice given in writing within 30 days after its Date of Grant renounce his rights thereto, in which event such Option shall be deemed for all purposes never to have been granted.

2.5 Each Option shall be personal to the Option Holder to whom it is granted and other than a transfer to the Option Holder's personal representatives on death shall not be transferable, assignable or chargeable. Any other purported transfer, assignment, charge, disposal or dealing with the rights and interests of the Option Holder under this Plan shall render the Option void.

2.6 The aggregate number of Shares which may be issued on the exercise of Options granted on any day in the period of 10 years commencing on the Date of Adoption shall not, when added to the aggregate of:

2.6.1 the total number of Shares issued or remaining issuable in respect of Options granted under this Plan in the 10 yeas preceding that day; and

2.6.2 the total number of Shares issued or remai ning issuable in respect of any Employees' Share Scheme adopted by the Company or any Subsidiary in the 10 years preceding that day,

exceed such number as represents 25% of the issued ordinary share capital of the . Company immediately prior to that day.

2.7 In applying the limit contained. in Rule 2.6 no account will be taken of Shares subject to an option or Option which, as regards any right to acquire such Shares has lapsed or been released, surrendered or cancelled.

2.8 No Options shall in any event be granted more than 10 years after the Date of Adoption.

3. Rights to exercise options

3.1 Subject to the provisions of Rules 3.2, 3.3 a nd 5 an Option shall be capable of being exercised to the extent that it has Vested in accordance with the provisions of the Option Certificate

3.1.1 fo llowing the third anniversary of its date of Grant; and

3.1.2 before the tenth anniversary of its Date of Grant,

Provided that any relevant Exercise Condition has been satisfied, unless the Rules provide otherwise.

3.2 If an Option Holder ceases to be a Consultant (otherwise than by reason of his death) and without immediately upon such cessation becoming an employee of the Company or a Subsidiary, the Option may be exercised pursuant to Rule.3.1.1 above to the extent that it has Vested at the date of cessation within the period mentioned in Rule 3.1.2 above and to the extent.that the Option has not Vested it shall lapse unless there ha been a breach by the Option Holder of the contract pursuant to which the Option Holder's services are provided to the Company in which event the Option shall not be exercised at all and shall lapse in its entirety.

3.3 If an Option Holder dies before exercising an Option granted to him under this Plan at a time when he is otherwise entitled to exercise the Option, the Option may to the extent that it has Vested be exercised by his personal representatives within l2 months after the date of his death or within such period as the directors m ay in their absolute discretion allow and to the extent that the Option has not Vested it shall lapse.

3.4 Notwithstanding any other provision of this Plan, an Option granted under this Plan may not be exercised after the expiry of the period of 10 years (or such shorter period as the Directors may have determined before the grant thereof) beginning with the Date of Grant.

3.5 If an Option Holder ceases to be a Consultant and immediately on such cessation becomes an employee of the Company or a Subsidiary the Rules of this Plan shall cease to apply and if the Directors shall in their absolute discretion permit, in the event that the Company has adopted an unapproved Company Share Option Plan the rules of that Plan shall apply in their place.

4. Exercise of Options

4.1 Options may be exercised in whole or in part on dates determined by the Directors which shall not be more than four months apart.

4.2 The exercise of any Option granted under this Plan shall be effected by giving notice to the Company and otherwise in such form and manner as the Directors may from time to time prescribe and, unless the Directors determine otherwise, any such notice shall have effect only on receipt by the Company, together with the appropriate payment.

4.3 Subject to Rule 4.4 below, within 30 days after an Option under this Plan has been exercised by any person, the Directors on behalf of the Company shall allot to him (or his nominee) or, as appropriate, procure the transfer to him (or his nominee) of the number of Shares in respect of which the Option has been exercised, provided that, for the avoidance of doubt, where Shares are so allotted or transferred to a nominee, the beneficial interest in them must Vest in the person who exercised the Option.

4.4 All Shares allotted under this Plan shall rank pan passu in all respects with the Shares of the same class for the time being in issue save as regards any rights attaching to such Shares by reference to a record date prior to the date of the allotment, and in the case of the transfer of existing Shares, the transferee shall not acquire any rights attaching to such shares by reference to a record date prior to the date of the transfer.

4.5 The personal representatives of a deceased Option Holder may not exercise an Option if the Option Holder was precluded from doing se at the time of his death.

4.6 The allotment or transfer of any Shares under this Plan shall be subject to obtaining any approval or consent mentioned in Rule 9.4 below.

4.7 In the event of a partial exercise, the Company shall, within 30 days of the partial exercise, issue to the Option Holder a new option certificate showing the balance of the Option and a new form of exercise of that balance.

5. Take-overs, reconstructions and winding-up

5.1 If any person obtains Control of the Company (within the meaning of section 840 of the Taxes Act) as a result of making a general offer or otherwise to acquire shares in the Company, or having obtained such Control makes such an offer, the Directors may within 7 days of becoming aware thereof notify every Option Holder (or as the case may be his personal representative) thereof and, subject to compliance with any Exercise Condition and to Rules 3.2, 3.3 and 3.4 above and Rule 5.5 below, the Directors may in their absolute discretion determine that an Option granted under this Plan may be exercised to the extent that it has Vested, within six months (or such longer period as the Directors may permit) of such notification.

5.2 For the purposes of Rule 5.1 above, a person shall be deemed to have obtained Control of the Company if he and others acting in concert (as defined by the City Code on Takeovers and Mergers) with him have together obtained Control of it.

5.3 If any application is made to the Court under section 425(1) of the Companies Act 1985 a meeting in relation to a proposed compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Directors may permit any Option granted under this Plan, subject to compliance with any Exercise Condition and to Rules 3.2, 3.3, and 3.4 above, to be exercised until the time of the meeting, such exercise being conditional upon the Court sanctioning such compromise or arrangement.

5.4 If any person becomes bound or entitled to acquire shares in the Company under sections 428 to 430F of the Companies Act 1985, or if under section 425 of that Act the Court sanctions a compromise or arrangement proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, or if the Company passes a resolution for voluntary winding up, or if an order is made for the compulsory winding up of the Company, the Directors shall forthwith notify every Option Holder (or as the case may be his personal representatives) thereof and any Option granted under this Plan may, subject to compliance with any Exercise Condition and to Rules 3.2, 3.3, and 3.4 above be exercised within one month of such notification, but to the extent that it is not exercised within that period shall (notwithstanding any other provision of this Plan and notwithstanding that such Option did not become exercisable during the period) lapse on the expiry thereof.

5.5 If an Acquiring Company:

5.5.1 obtains Control of the Company as a result of making a general offer or otherwise to acquire the whole of the issued ordinary share capital of the Company which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company, or

5.5.2 obtains Control of the Company -in pursuance of a compromise or arrangement sanctioned by the court under section 425 of the Companies Act 1985; or

5.5.3 becomes bound or entitled to acquire Shares in the Company under sections 428 to 430F of that Act.

Any Option Holder may at any time within such period as the Acquiring Company shall specify, by agreement with the Acquiring Company and if the Directors in their absolute discretion shall allow, enter into a share exchange option agreement in respect of any Option granted under this Plan which has not lapsed, whereby on exercise of such Option the Shares acquired in the Company shall be exchanged for equivalent shares in a different company (whether the Acquiring Company itself or some other company).

6. Adjustment of options for variation of share capital

6.1 Subject to Rule 29 above and Rules 6.3 and 6.4 below, on the occurrence of an Issue or Re-organisation the Directors may make such adjustment as they consider appropriate under Rule 6.2.

6.2 An adjustment made under this sub-rule shall be to one or mare of the following:-

6.2.1 the number of shares in respect of which any Option granted under this Plan may be exercised;

6.2.2 the price at which shares may be acquired by the exercise of any such Option;

6.2.3 where any such Option has been exercised but no shares have been allotted or transferred pursuant to such exercise, the number of shares which may be so allotted or -transferred and the price at which they may be acquired.

6.3 Except in the case of a capitalisation issue, no adjustment under Rule 6.2 above shall be made without the prior confirmation in writing by the Auditors that it is in their opinion fair and reasonable.

6.4 An adjustment under Rule 6.2 above may have the effect of reducing the price at which Shares may be acquired by the exercise of an Option to less than their nominal value, but, in the case of an Option to acquire Shares by subscription, only if and to the extent that the Directors shall be authorised to capitalise from the reserves of the Company a sum equal to the amount by which the nominal value of the Shares in respect of which the Option is exercised and which are to be allotted pursuant to such exercise exceeds the price at which the same may be subscribed for and to apply such sum in paying up such amount on such Shares; and so that on exercise of any Option in respect of which such reduction shall have been made the Directors shall capitalise such sum (if any) and apply the same in paying up such amount as aforesaid.

6.5 As soon as reasonably practicable after making any adjustment under Rule 6.2 above, the Directors shall give notice in writing thereof to any Option Holders affected thereby.

7. Expenses

Any expenses of the Company involved in any issue or transfer of shares in the name of any Option Holder or his personal representative(s) or nominee(s) shall be payable by the Company.

8. Administration

8. 1 Any notification or other notice in writing which the Company is required to give, or may desire to give, to any Eligible Person or Option Holder (or his personal representative(s)) in pursuance of this Plan shall be sufficiently given if delivered to him by hand or sent through the post in prepaid cover addressed to the Eligible Person or Option Holder (or his personal representative(s)) at the last address known to the Company as being his address. Any certificate, notification or other notice in writing required to be given to the Company shall be properly given if sent to or delivered to the Company at its registered office. Any notification, certificate or other notices sent by post shall be deemed delivered on the second day following the date of posting. All notices documents certificates given by or to an Eligible Person or Option Holder (or his personal representative(s)) shall be sent at his risk.

8.2 Option Holders (or their personal representative(s)) shall have made available to them copies of all notices and other documents sent by the Company to its holders of shares generally.

9 General

9.1 The Directors shall at all times ensure that there are sufficient Shares avai1able as may be required to meet the subsisting rights of Option Holders by either ensuring that the Company shall at all times keep available for allotment unissued Shares at least sufficient to satisfy Options under which Shares may be subscribed for and/or to procure that sufficient Shares are available for transfer to satisfy Options.

9.2 The decision of the Directors in any dispute or question relating to any Option shall be final and conclusive, subject to the written confirmation of the Auditors whenever required under the provisions of this Plan.

9.3 Participation in this Plan by an Option Holder is a matter entirely separate from any pension right or entitlement he may have and from his terms or conditions of engagement with any Group Member and participation in this Plan shall in no respects whatever effect in any way an Option Holder's terms or conditions of engagement with any Group Member In particular (but without limiting the generality of the foregoing words) any Option Holder who terminates his contract with any Group Member shall not be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under this Plan which he might otherwise have enjoyed.

9.4 In the event that the Company is admitted to the Official List of the London Stock Exchange or becomes listed on the Alternative Investment Market any subsequent grant or exercise of an Option shall be subject to obtaining any approval or consent required under the provisions of The Stock Exchange Listing Rules or the AIM Admission Rules published by the London Stock Exchange, of the City Code on Takeovers and Mergers, or of any regulations and enactments.

9.5 If the Company or any Subsidiary is required to account for any amount of social security contributions that the Option Holder is liable to pay as a result of the grant of an Option to an Eligible Person the Option Holder shall reimburse the Company or the Subsidiary, as the case may be, in respect of the amount of social security contributions forthwith and in any event no later than 21 days from the date of the grant of the Option.

9.6 If the Company or any Subsidiary is required to account for any amount of tax, duties and social security contributions as a result of the exercise of an Option granted to an Eligible Person, the Option Holder shall reimburse the Company or the Subsidiary, as the case may be, in respect of the amount of tax, duties and social security contributions accounted for forthwith and in any event no later than 21 days from the date of the exercise of the Option.

10. Alterations

10.1 Subject to Rules 10.2, 10.4 and 10.5 below, the Directors may at any time alter or add to all or any of the provisions of this Plan, or the terms of any Option granted under it, in any respect.

10.2 Subject to Rule 10.3 below, no alteration or addition to the advantage of Option Holders shall be made under Rule 10.1 above without the prior approval by ordinary resolution of the members of the Company in general meeting.

10.3 Rule 10.2 above shall not apply to any alteration or addition which is minor in nature and:-

10.3.1 is necessary or desirable in order to comply with the provisions of any proposed or existing legislation, or to obtain or maintain favourable taxation, exchange control or regulatory treatment of the Company, and Subsidiary or Option Holder, or

10.3.2 is made to benefit the administration of this Plan.

10.4 No alteration or addition to the disadvantage of any Option Holder shall be made under Rule 10.1 above unless:

10.4.1 the Directors shall have invited every relevant Option Holder to give an indication as to whether or not he approves the alteration or addition, and

10.4.2 the alteration or addition is approved by a majority of those Option Holders who have given such an indication.

10.5 As soon as reasonably practicable after making any alteration or addition under Rule 10.1 above, the Directors shall give notice in writing thereof to any Option Holder affected thereby.

11. Inland Revenue Requests

The Company shall provide to the Inland Revenue (within such time limit as the Inland Revenue directs) any information required by it and an Option Holder shall:-

11.1 promptly provide to the Company such information as it may reasonably request; and

11.2 consent to the Company providing such information concerning him to the Inland Revenue for the purpose of complying with such request from the Inland Revenue.

12. Termination

The Company in general meeting or the Directors may at any time resolve to terminate this Plan in which event no further Options shall be granted, but the provisions of this Plan shall in relation to Options then subsisting continue in full force and effect.

EXHIBIT 4.9

DATED 2011

[OPTION HOLDER]

and

SUPERGEN, INC.

REPLACEMENT OPTION CERTIFICATE
relating to the
Astex Technology Share Option Plan for Consultants

THIS REPLACEMENT OPTION CERTIFICATE is made on
2011

BETWEEN

(1) **[OPTION HOLDER]** of [ ] (the "Optionholder"); and

(2) **SUPERGEN, INC.** whose registered office is at 4140 Dublin Boulevard, Suite 200, Dublin, CA 94568 USA (the "Acquiring Company");

INTRODUCTION

(A) The Optionholder is the holder of an option granted by Astex Therapeutics Limited (the "Company") under the rules of the Astex Technology Share Option Plan for Consultants (the "Plan"), the details of which are set out in Schedule 1 (the "Old Option").

(B) The Acquiring Company has acquired all of the shares in the Company by means of a scheme of arrangement (the "Scheme"). Pursuant to rule 5.5 of the Plan rules, the Acquiring Company would like to grant a new replacement option (the " New Option") to the Optionholder.

(C) The Optionholder released the rights under the Old Option in consideration for the grant of the New Option in a Form of Election in response to a rollover proposal made in a letter to Optionholders dated [ ] conditional upon the Scheme being effective.

AGREED TERMS

1. Grant of New Option

1.1 The Acquiring Company grants the New Option under the terms of the Plan so that the Optionholder has an option to acquire the number of ordinary shares in the Acquiring Company at the Exercise Price as is set out in Schedule 2.

1.2 Subject to clause 1.1, the Acquiring Company and the Optionholder agree that the terms and conditions of the New Option are the same as the terms and conditions for the Old Option and that the Option Certificate for the Old Option shall be referred to for such details.

1.3 The New Option is granted and exercisable subject to the terms and conditions set out in the rules of the Plan, save that all references to the Company in the rules of the Plan shall be read and construed as references to the Acquiring Company.

1.4 The New Option may not be exercised later than the day before the tenth anniversary of the Date of Grant of the Old Option.

2. **GENERAL PROVISIONS**

2.1 This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into this deed by executing any such counterpart.

2.2 This deed shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts to settle any claims, disputes or issues which may arise out of this deed.

This Replacement Option Certificate has been executed and delivered as a deed on the date written above.

SCHEDULE 1

Details of Old Option

Date of Grant	**[ ]**
Number of shares in Astex Therapeutics Limited	**[ ]**
Exercise Price	**[ ]**
Vesting	**As set out in the Option Certificate for the Old Option**

SCHEDULE 2

Details of New Option

Date of Grant	**[ ]**
Number of shares in Supergen, Inc.	**[ ]**
Exercise Price	**[ ]**
Vesting	**As set out in the Option Certificate for the Old Option**

SIGNED as a **DEED**	)
by **SUPERGEN, INC.**	)
acting by the under-mentioned	)
person(s) acting on the authority	)
of the Company in accordance	)
with the laws of the territory of	)
its incorporation:	)

Authorised signatory

SIGNED as a **DEED**	)
by **[OPTION HOLDER]**	)

in the presence of:

Witness signature:

Name:

Address:

Occupation:

EXHIBIT 5.1

July 25, 2011

SuperGen, Inc.
4140 Dublin Boulevard, Suite 200
Dublin, CA 94568

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 to be filed by you with the Securities and Exchange Commission on or about July 25, 2011 (the "Registration Statement") in connection with the registration under the Securities Act of 1933, as amended, of 250,000 shares of your Common Stock reserved for issuance under the 2008 Employee Stock Purchase Plan (the "ESPP") and 2,237,976 shares reserved for issuance upon exercise of stand-alone assumed Astex options (the "Assumed Options"). The aggregate of 2,487,976 shares of Common Stock reserved under the ESPP and for issuance upon exercise of the Assumed Options are referred to hereinafter as the "Shares."

As your legal counsel, we have examined the proceedings taken and proposed to be taken in connection with the issuance, sale and payment of consideration for the Shares to be issued under the ESPP and upon exercise of the Assumed Options.

It is our opinion that, when issued and sold in the manner referred to in the ESPP and upon exercise of the Assumed Options and pursuant to the agreements which accompany the ESPP and the Assumed Options, the Shares issued and sold thereby will be legally and validly issued, fully paid and non-assessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to the use of our name wherever appearing in the Registration Statement, including any Prospectus constituting a part thereof, and any amendments thereto.

Sincerely,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

/s/ Wilson Sonsini Goodrich & Rosati

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2008 Employee Stock Purchase Plan of SuperGen, Inc. and the stand-alone assumed Astex options, of our reports dated March 9, 2011, with respect to the consolidated financial statements of SuperGen, Inc. and the effectiveness of internal control over financial reporting of SuperGen, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2010, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Redwood City, California
July 25, 2011