

PEREGRINE PHARMACEUTICALS INC

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 6/23/2003

Address	14282 FRANKLIN AVE TUSTIN, California 92780
Telephone	714-508-6000
CIK	0000704562
Industry	Biotechnology & Drugs
Sector	Healthcare
Fiscal Year	04/30

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

PEREGRINE PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

DELAWARE	95-3698422
-----	-----
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
14272 FRANKLIN AVENUE, SUITE 100, TUSTIN, CALIFORNIA	92780-7017
-----	-----
(Address of Principal Executive Offices)	(Zip Code)

2002 NON-QUALIFIED STOCK OPTION PLAN

(Full title of the plan)

Paul J. Lytle, Chief Financial Officer, Corporate Secretary
Peregrine Pharmaceuticals, Inc

14272 FRANKLIN AVENUE, SUITE 100, TUSTIN, CALIFORNIA 92780-7017

(Name and address of agent for service)

(714) 508-6000

(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered(1)	Proposed maximum offering price per unit(2)	Proposed maximum aggregate offering price(2)	Amount of registration fee
Common Stock, \$0.001 par value	3,000,000 shares	\$1.44	\$4,320,000	\$349.49

- (1) This registration statement also relates to such indeterminate number of additional shares as may be issuable pursuant to the anti-dilution provisions of the Peregrine Pharmaceuticals, Inc. 2002 Non-Qualified Stock Option Plan in the event of any future stock split, stock dividend or similar adjustment of Peregrine's outstanding common stock.
- (2) Pursuant to Rule 457(c) and (h), the proposed offering price and registration fee have been calculated on the basis of the average of the bid and asked prices for the common stock on The Nasdaq SmallCap Market on June 23, 2003.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE.

The following documents of Peregrine Pharmaceuticals, Inc., a Delaware corporation (the "Company"), previously filed with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

1. Annual Report on Form 10-K for the fiscal year ended April 30, 2002 and amended on a Form 10-K/A Amendment No. 2, as filed with the Commission on March 21, 2003, under Section 13(a) of the Securities Exchange Act of 1934;
2. Quarterly Reports on Form 10-Q for the quarters ended:
 - (i) July 31, 2002, filed with the Commission on September 16, 2002;
 - (ii) October 31, 2002, filed with the Commission on December 16, 2002; and
 - (iii) January 31, 2003, filed with the Commission on March 17, 2003;
3. Current Report on Form 8-K, filed with the Commission on August 22, 2002;
4. Current Report on Form 8-K, filed with the Commission on June 10, 2003;
5. Definitive Proxy Statement with respect to the Annual Meeting of Stockholders held on October 22, 2002, as filed with the Commission on August 28, 2002; and
6. The description of our common stock contained in our Registration Statement on Form 8-A and Form 8-B (Registration of Successor Issuers) filed under the Securities Exchange Act of 1934, including any amendment or report filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities and Exchange Act of 1934 (the "Exchange Act") prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference into the prospectus and to be a part hereof from the date of filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES.

Our common stock is registered pursuant to Section 12 of the Exchange Act, and, therefore, the description of securities is omitted.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

None.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Our Bylaws provide that we will indemnify our directors and officers and may indemnify our employees and other agents to the fullest extent permitted by law. We believe that indemnification under our Bylaws covers at least negligence and gross negligence by indemnified parties, and permits us to advance litigation expenses in the case of stockholder derivative actions or other actions, against an undertaking by the indemnified party to repay such advances if it is ultimately determined that the indemnified party is not entitled to indemnification. We have liability insurance for our directors and officers.

In addition, our Certificate of Incorporation provides that, under Delaware law, our directors shall not be liable for monetary damages for breach of the directors' fiduciary duty as a director to us and our stockholders. This provision in the Certificate of Incorporation does not eliminate the directors' fiduciary duty, and in appropriate circumstances equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, each director will continue to be subject to liability for breach of the director's duty of loyalty to our Company for acts or omissions not in good faith or involving intentional misconduct, for knowing violations of law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. The provision also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

Provisions of our Bylaws require us, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers (other than liabilities arising from actions not taken in good faith or in a manner the indemnitee believed to be opposed to our best interests) to advance their expenses incurred as a result of any proceeding against them as to which they could be indemnified and to obtain directors' insurance if available on reasonable terms. To the extent that indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling our Company as discussed in the foregoing provisions, we have been informed that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act of 1933, and is therefore unenforceable. We believe that our Certificate of Incorporation and Bylaw provisions are necessary to attract and retain qualified persons as directors and officers.

We have in place a directors' and officers' liability insurance policy that, subject to the terms and conditions of the policy, insures our directors and officers against losses arising from any wrongful act (as defined by the policy) in his or her capacity as a director or officer. The policy reimburses us for amounts, which we lawfully indemnifies or is required or permitted by law to indemnify its directors and officers.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

See Exhibit Index appearing at sequentially numbered page 6.

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 value of 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 present 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 (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the 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.

(h) 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 Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tustin, State of California, on June 20, 2003.

PEREGRINE PHARMACEUTICALS, INC.

By: /S/ STEVEN W. KING

Steven W. King,
President and Chief Executive Officer,

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints, Steven W. King and Paul J. Lytle, and each of them, as his attorney-in-fact, each with full power of substitution, for him in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments), and any and all Registration Statements filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with or related to the Offering contemplated by this Registration Statement and its amendments, if any, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorney to any and all amendments to said Registration Statement.

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

SIGNATURE -----	TITLE -----	DATE -----
/S/ STEVEN W. KING ----- Steven W. King	President and Chief Executive Officer	June 20, 2003
/S/ PAUL J. LYTLE ----- Paul J. Lytle	Chief Financial Officer and Corporate Secretary	June 20, 2003
/S/ EDWARD J. LEGERE ----- Edward J. Legere	Director	June 20, 2003
/S/ CARLTON M. JOHNSON ----- Carlton M. Johnson	Director	June 20, 2003
/S/ ERIC S. SWARTZ ----- Eric S. Swartz	Director	June 20, 2003
/S/ CLIVE R. TAYLOR ----- Clive R. Taylor, M.D., Ph.D.	Director	June 20, 2003

EXHIBIT INDEX

EXHIBIT NUMBER -----	DESCRIPTION -----	SEQUENTIAL PAGE NO. -----
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EXHIBIT 4.17

PEREGRINE PHARMACEUTICALS, INC. 2002 NON-QUALIFIED STOCK OPTION PLAN

1. **PURPOSE.** The Plan is intended to provide incentives to key employees, officers, directors, consultants and others expected to provide significant services to the Company, to encourage proprietary interest in the Company, to encourage such key employees to remain in the employ of the Company, to attract new employees with outstanding qualifications, and to afford additional incentives to others to increase their efforts in providing significant services to the Company.

2. DEFINITIONS.

"Act" shall mean the Securities Act of 1933, as amended.

"Agreement" shall mean the agreement entered into between the Company and the recipient of a Grant pursuant to Section 7.1(a) hereof.

"Board" shall mean the Board of Directors of the Company.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Common Stock" shall mean the common stock, \$0.001 par value per share, of the Company.

"Company" shall mean Peregrine Pharmaceuticals, Inc., a Delaware corporation.

"Disability" shall mean the condition of an Employee or member of the Board who is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

"Effective Date" shall mean June 27, 2002, the date of the adoption of this Plan by the Board.

"Eligible Persons" shall mean officers, directors and employees of the Company and other persons who have provided or are expected to provide significant services to the Company. For purposes of this Plan, a director, consultant, vendor, or other provider of significant services to the Company shall be deemed to be an Eligible Person, and will be eligible to receive Non-statutory Stock Options only after finding the value of the services rendered or to be rendered to the Company is at least equal to the value of the Grants being awarded.

"Employee" shall mean an individual, including an officer of the Company, who is employed (within the meaning of Code Section 3401 and the regulations thereunder) by the Company.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Exercise Price" shall mean the price per Share of Common Stock, determined by the Board, at which an Option may be exercised.

"Fair Market Value" shall mean the value of one (1) Share of Common Stock, determined as follows:

(a) If the Shares are traded on an exchange, the price at which Shares traded at the close of business on the date of valuation;

(b) If the Shares are traded over-the-counter on the NASDAQ System, the closing price if one is available, or the mean between the bid and asked prices on said System at the close of business on the date of valuation; or

(c) If neither (a) nor (b) applies, the fair market value as determined by the Board in good faith. Such determination shall be conclusive and binding on all persons.

"Grant" shall mean the issuance of Non-statutory Stock Option to an Eligible Person.

"Non-statutory Stock Option" shall mean an Option that is not an incentive stock option as described in Section 422(b) of the Code.

"Option" shall mean any option to purchase a share of Common Stock granted pursuant to the Plan.

"Optionee" shall mean any Eligible Person who has received an Option.

"Plan" shall mean the Peregrine Pharmaceuticals, Inc. 2002 Non-Qualified Stock Option Plan.

"Purchase Price" shall mean the Exercise Price times the number of Shares with respect to which an Option is exercised.

"Share" shall mean one (1) share of Common Stock, adjusted in accordance with Section 10 of the Plan (if applicable).

"Subsidiary" shall mean any corporation, partnership, or other entity of which at least fifty percent (50%) of the economic interest in the equity is owned by the Company or by another Subsidiary.

"Termination of Employment" shall mean the time when the employee-employer relationship or directorship between the Optionee and the Company is terminated for any reason, with or without cause, including, but not limited to, any termination by resignation, discharge, death or retirement; provided, however, Termination of Employment shall not include a termination

where there is a simultaneous reemployment of the Optionee by the Company. The Board in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not limited to, the question of whether any Termination of Employment was for cause and all questions of whether particular leaves of absence constitute Terminations of Employment.

"Treasury Regulations" are the regulations codified in Title 26 of the Code of Federal Regulations and promulgated by the U.S. Treasury Department to interpret the Code.

3. EFFECTIVE DATE. This Plan became effective as of June 27, 2002, the date that the Plan was adopted by the Board.

4. ADMINISTRATION.

4.1 COMMITTEE. The Plan shall be administered by the Board or by a committee (the "Committee") that shall consist of two (2) or more members of the Board, each of whom shall qualify as a Non-Employee Director within the meaning of Rule 16b-3 under the Exchange Act and as an Outside Director within meaning of Treasury Regulation section 1.162-27. The interpretation, construction, performance and enforcement of this Plan shall lie within the sole discretion of the Board or the Committee, and the determinations of the Board or the Committee shall be conclusive and binding on all interested persons. References to the Board in this Plan shall include the Committee if a Committee is then duly appointed.

4.2 MEETINGS. The Board shall hold meetings at such times and places as it may determine. Acts of a majority of the Board, or acts approved in writing by a majority of the members of the Board, shall be the valid acts of the Board.

4.3 GRANTS. The Board shall from time to time at its discretion select the Eligible Persons who are to be issued Grants and determine the number Shares to be optioned. The Board shall determine the terms and conditions, not inconsistent with the terms of the Plan, of any Grants awarded hereunder including, but not limited to, any performance goals and periods applicable to the award of Grants. The interpretation and construction by the Board of any provision of the Plan or of any Option granted thereunder shall be final. No member of the Board shall be liable for any action or determination made in good faith with respect to the Plan or any Grant hereunder.

4.4 INTERESTED COMMITTEE MEMBER. Grants to be made to a Non-Employee Director who is a member of the Board or the Committee, whichever body is considering making such a Grant, are subject to approval by the Board or Committee, as the case may be, without the participation or vote of the proposed recipient Non-Employee Director.

4.5 GOVERNING LAW. This Plan has been, and the applicable Agreement shall be made, executed and delivered in, and the interpretation, performance and enforcement hereof or thereof shall be governed by and construed under the laws of the State of California.

5. PARTICIPATION. Only Eligible Persons shall be eligible to receive Grants under the Plan.

6. STOCK.

6.1 BASIC LIMITATION. The stock subject to Options granted under the Plan shall be authorized but unissued shares or treasury shares. The aggregate number of Shares that may be issued upon exercise of Options under the Plan shall not exceed (a) 3,000,000 plus (b) the additional Shares described in Section 6.2. The limitations of this Section 6.1 shall be subject to adjustment pursuant to Section 10.

6.2 ADDITIONAL SHARES. If an Option is forfeited or terminated for any reason, then the corresponding Shares of Common Stock allocable to the unexercised portion of such Option shall again become available for the grant of Options under the Plan.

7. TERMS AND CONDITIONS OF OPTIONS.

7.1 WRITTEN AGREEMENTS.

(a) AGREEMENTS. Grants shall be evidenced by written Agreements in such form as the Board shall from time to time determine. Such Agreements shall comply with and be subject to the terms and conditions set forth below.

(b) NUMBER OF SHARES. The Agreement affecting each Grant made to a recipient shall state the number of Shares to which it pertains and shall provide for the adjustment thereof in accordance with the provisions of Section 10 hereof.

(c) EXERCISE PRICE. Each Option shall state the Exercise Price, which shall not be less than the Fair Market Value on the date of Grant.

7.2 GRANTS. Subject to the terms and conditions of the Plan and consistent with the Company's intention for the Committee or the Board, as the case may be, to exercise the greatest permissible flexibility under Rule 16b-3 in awarding Grants, the Board shall have the power:

(a) To determine from time to time the Grants to be granted to Eligible Persons under the Plan and to prescribe the terms and provisions (which need not be identical) of Grants granted under the Plan to such persons;

(b) To construe and interpret the Plan and Grants thereunder and to establish, amend, and revoke rules and regulations for administration of the Plan. In this connection, the Board may correct any defect or supply any omission, or reconcile any inconsistency in the Plan, in any Agreement, or in any related agreements, in the manner and to the extent it shall deem necessary or expedient to make the Plan fully effective. All decisions and determinations by the Board in the exercise of this power shall be final and binding upon the Company and the Optionees and grantees;

(c) To amend any outstanding Grant, subject to Section 12 hereof, and to accelerate or extend the vesting or exercisability of any Grant and to waive conditions or restrictions on any Grants, to the extent it shall deem appropriate; and

(d) Generally, to exercise such powers and to perform such acts as are deemed necessary or expedient to promote the best interests of the Company with respect to the Plan.

7.3 MEDIUM AND TIME OF PAYMENT. The Purchase Price for each Option granted to a recipient shall be payable in full in United States dollars upon the exercise of the Option. In the event the Company determines that it is required to withhold taxes as a result of the exercise of an Option, as a condition to the exercise thereof, an Employee may be required to make arrangements satisfactory to the Company to enable it to satisfy such withholding requirements in accordance with Section 15 hereof. If the applicable Agreement so provides, the Purchase Price may be paid in one or a combination of the following:

(a) By cash or check;

(b) By cancellation of indebtedness owed by the Company to the Optionee;

(c) By a loan or extension of credit from the Company evidenced by a full recourse promissory note executed by the Optionee. The Board shall determine the interest rate and other terms and conditions of such note. The Board may require that the Optionee pledge his or her Shares to the Company for the purpose of securing the payment of such note. In no event shall the stock certificate(s) representing such Shares be released to the Optionee until such note shall have been paid in full.

7.4 TERM AND NON-TRANSFERABILITY OF GRANTS AND OPTIONS.

(a) Each Grant shall state the time or times at which all or part thereof becomes exercisable, subject to the following restrictions.

(b) No Grant shall be exercisable except by the recipient.

(c) No Option shall be assignable or transferable, except (i) pursuant to a qualified domestic relations order as defined in Code Section 414(p), (ii) in the event of the Optionee's death, by will or the laws of descent and distribution, or (iii) to a grantor trust of which the Optionee is the trustor, trustee and beneficiary.

(d) No Option shall be exercisable after the expiration of ten (10) years from the date it was granted.

7.5 TERMINATION OF EMPLOYMENT, EXCEPT BY DEATH OR DISABILITY. Upon any Termination of Employment for any reason other than his or her death or Disability, a recipient of a Grant shall have the right, subject to the restrictions of Section 7.2 above, to exercise his or her Grant at any time within 90 days after date of Termination of Employment, but only to the extent that, at the date of Termination of Employment, the recipient's right to exercise such Grant had accrued pursuant to the terms of the applicable Agreement and had not previously been exercised; PROVIDED, HOWEVER, that if the

recipient was terminated as an Employee or removed as a member of the Board for cause (as defined in the applicable Agreement or as determined by the Board) any Grant not exercised in full prior to such termination shall be canceled. For this purpose, the employment relationship shall be treated as continuing intact while the recipient is on military leave, sick leave or other bona fide leave of absence (to be determined in the sole discretion of the Board). The foregoing notwithstanding, employment shall not be deemed to continue beyond the ninetieth (90th) day after the Optionee's reemployment rights are guaranteed by statute or by contract.

7.6 DEATH OF RECIPIENT. If the recipient of a Grant dies while an Eligible Person or within three (3) months after any Termination of Employment other than for cause, and has not fully exercised the Grant, then the Grant may be exercised in full, subject to the restrictions of Section 7.2 above, at any time within twelve (12) months after the recipient's death, by the executors or administrators of his or her estate or by any person or persons who have acquired the Grant directly from the recipient by bequest or inheritance, but only to the extent that, at the date of death, the recipient's right to exercise such Grant had accrued and had not been forfeited pursuant to the terms of the applicable Agreement and had not previously been exercised.

7.7 DISABILITY OF GRANT RECIPIENT. Upon Termination of Employment for reason of Disability, such Grant recipient shall have the right, subject to the restrictions of Section 7.2 above, to exercise the Grant at any time within twelve (12) months after Termination of Employment, but only to the extent that, at the date of Termination of Employment, the Grant recipient's right to exercise such Grant had accrued pursuant to the terms of the applicable Agreement and had not previously been exercised.

7.8 RIGHTS AS A SHAREHOLDER. An Optionee, or a transferee of an Optionee, shall have no rights as a shareholder with respect to any Shares covered by his or her Grant until, in the case of an Optionee, the date of the issuance of a stock certificate for such Shares. No adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property), distributions or other rights for which the record date is prior to the date such stock certificate is issued, except as provided in Section 10 hereof.

7.9 MODIFICATION, EXTENSION AND RENEWAL OF OPTION. Within the limitations of the Plan, subject to Section 4.4 hereof, the Board may modify, extend or renew outstanding Options or accept the cancellation of outstanding Options (to the extent not previously exercised) for the granting of new Options in substitution therefore. The Board may not modify, extend or renew any Option unless such modification, extension or renewal shall satisfy the requirements of Rule 16b-3. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Optionee, alter or impair any rights or obligations under any Option previously granted.

7.10 OTHER PROVISIONS. The Agreements authorized under the Plan may contain such other provisions not inconsistent with the terms of the Plan (including, without limitation, restrictions upon the exercise of the Option), or Rule 16b-3, as the Board shall deem advisable. The Board may at any time offer to purchase in cash or cash equivalents a previously granted Option.

8. EXERCISE OF OPTIONS.

8.1 Upon exercise of all or any part of the Option the number of shares of Common Stock shall be reduced by the number of shares with respect to which such exercise is made.

8.2 Any exercisable portion of an Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable hereunder; provided, however, that each partial exercise shall be for whole shares only.

8.3 Each exercise of an Option shall be by means of a written notice of exercise in substantially the form attached to the Agreement delivered to the Secretary of the Company at its principal office and accompanied by payment in full of the Purchase Price for each share of Common Stock purchased under the Option. Such notice shall specify the number of shares of Common Stock with respect to which the Option is exercised and shall be signed by the person exercising the Option. If a person other than the Optionee exercises the Option, such notice shall be accompanied by proof, reasonably satisfactory to the Company, of such person's right to exercise the Option.

8.4 The Purchase Price shall be paid in full upon the exercise of the Option (i) by cash or check, in United States dollars; by the surrender of goods or services, having a Fair Market Value on the date of exercise equal to the Purchase Price, including shares that would be deliverable upon exercise of the Option (a "cashless exercise"), or in any combination thereof, as long as the sum of the cash so paid and the Fair Market Value of goods or services so surrendered equal the Purchase Price; (ii) by cancellation of indebtedness owed by the Company to the Optionee; or (iii) by any combination of the foregoing. The Board may, but is not obligated to, accept a secured recourse promissory note of Optionee (bearing such rate of interest and such other terms as the Board may reasonably determine) as payment of the exercise price; PROVIDED, HOWEVER, no stock certificate representing the shares shall be released until the note shall have been paid in full.

8.5 If the Board so permits, in its sole and complete discretion, an Optionee may elect to effectuate a cashless exercise by delivering to the Company a written notice of its exercise, stating the number of Options to be exercised and that the Purchase Price shall be paid by canceling Options representing the right to purchase a number of shares of Common Stock having a value equal to such Purchase Price. The value of such canceled Options shall be the Fair Market Value of the Common Stock on the date such notice is first sent or given less the Purchase Price therefore.

8.6 Subject to the foregoing conditions, the Company, as soon as reasonably practicable after receipt of a proper notice of exercise and without transfer or issue tax or other incidental expense to the person exercising the Option, shall deliver to such person at the principal office of the Company, or such other location as may be acceptable to the Company and such person, one or more certificates for the shares of Common Stock with respect to which the Option has been exercised. Such shares shall be fully paid and non-assessable and shall be issued in the name of such person.

9. TERM OF PLAN. Options may be granted pursuant to the Plan until the expiration of ten (10) years from the effective date of the Plan.

10. RECAPITALIZATIONS AND CHANGES IN CONTROL.

10.1 Subject to any required action by shareholders, and provided that all requirements of Rule 16b-3 are satisfied (if then applicable to the Company and the Plan), the number of Shares covered by the Plan as provided in Section 6 hereof, and the number of Shares covered by each outstanding Option and the Exercise Price thereof shall be proportionately adjusted for any increase or decrease in the number of issued Shares resulting from a subdivision or consolidation of Shares or the payment of a stock dividend (but only of Common Stock) or any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company.

10.2 Subject to any required action by shareholders, if the Company is the surviving corporation in any merger or consolidation, each outstanding Option shall pertain and apply to the securities to which a holder of the number of Shares subject to the Option would have been entitled. In the event of a merger or consolidation in which the Company is not the surviving corporation, the date of exercisability of each outstanding Grant shall be accelerated to a date prior to such merger or consolidation.

10.3 To the extent that the adjustments in this Section 10 relate to securities of the Company, such adjustments shall be made by the Board whose determination shall be conclusive and binding on all persons.

10.4 Except as expressly provided in this Section 10, the recipient of the Grant shall have no rights by reason of subdivision or consolidation of shares of stock of any class, the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class or by reason of any dissolution, liquidation, merger or consolidation or spin-off of assets or stock of another corporation, and any issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of Shares subject to an Option.

10.5 Grants made pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business assets.

10.6 Upon the occurrence of a Change of Control as defined in this Section 10, and subject to the limitation set forth in Section 10.2 hereof:

(a) Each outstanding Option shall automatically become fully exercisable.

(b) All Grants under the Plan shall be deemed fully vested.

10.7 "Change of Control" shall mean the occurrence of any one of the following events:

(a) Any "person," as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than the Company, any of its Affiliates or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its Affiliates) together with all "affiliates" and "associates" (as such terms are defined in Rule 12b-2 under the Exchange Act) of such person, shall become the "beneficial owner" (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing twenty percent (20%) or more of either (i) the combined voting power of the Company's then outstanding securities having the right to vote in an election of the Board ("voting securities") or (ii) the then outstanding Shares (in either such case other than as a result of an acquisition of securities directly from the Company); or

(b) When, during any period of 24 consecutive months during the existence of the Plan, the individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease or any reason other than death to constitute at least a majority thereof, provided, however, that a director who was not a director at the beginning of such 24-month period shall be deemed to have satisfied such 24-month period) or by prior operation of this Section 10.7(b); or

(c) The shareholders of the Company shall approve (i) any consolidation or merger of the Company or any Subsidiary where the shareholders of the Company, immediately prior to the consolidation or merger, would not immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, shares representing in the aggregate eighty percent (80%) or more of the voting securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), (ii) any sale, lease, exchange or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company or (iii) any plan or proposal for the liquidation or dissolution of the Company.

(d) Notwithstanding the foregoing, a "Change of Control" shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of Shares or other voting securities outstanding, increases (i) the proportionate number of Shares beneficially owned by any person to twenty percent (20%) or more of the Shares then outstanding or (ii) the proportionate voting power represented by the voting securities beneficially owned by any person to twenty percent (20%) or more of the combined voting power of all then outstanding voting securities; provided, however, that if any person referred to in clause (i) or (ii) of this sentence shall thereafter become the beneficial owner of any additional Shares or other voting securities (other than pursuant to a stock split, stock dividend, or similar transaction), then a "Change of Control" shall be deemed to have occurred for purposes of this Section 10.7.

11. SECURITIES LAW REQUIREMENTS.

11.1 LEGALITY OF ISSUANCE. The issuance of any Shares upon the exercise of any Option and the grant of any Option shall be contingent upon the following:

- (a) The Company and the Optionee shall have taken all actions required to register the Shares under the Act, and to qualify the Option and the Shares under any and all applicable state securities or "blue sky" laws or regulations, or to perfect an exemption from the respective registration and qualification requirements thereof;
- (b) Any applicable listing requirement of any stock exchange on which the Common Stock is listed shall have been satisfied; and
- (c) Any other applicable provision of state or federal law shall have been satisfied.

11.2 RESTRICTIONS ON TRANSFER. Regardless of whether the offer and sale of Shares under the Plan has been registered under the Act or has been registered or qualified under the securities laws of any state, the Company may impose restrictions on the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates) if, in the judgment of the Company and its counsel, such restrictions are necessary or desirable in order to achieve compliance with the provisions of the Act, the securities laws of any state or any other law. In the event that the sale of Shares under the Plan is not registered under the Act but an exemption is available which requires an investment representation or other representation, each Optionee shall be required to represent that such Shares are being acquired for investment and not with a view to the sale or distribution thereof, and to make such other representations as are deemed necessary or appropriate by the Company and its counsel. Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 11 shall be conclusive and binding on all persons. Stock certificates evidencing Shares acquired under the Plan pursuant to an unregistered transaction shall bear the following restrictive legend and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law.

"THE SALE OF THE SECURITIES REPRESENTED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT"). ANY TRANSFER OF SUCH SECURITIES WILL BE INVALID UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER OR IN THE OPINION OF COUNSEL FOR THE ISSUER SUCH REGISTRATION IS UNNECESSARY IN ORDER FOR SUCH TRANSFER TO COMPLY WITH THE ACT."

11.3 REGISTRATION OR QUALIFICATION OF SECURITIES. The Company may, but shall not be obligated to, register or qualify the issuance of Options and/or the sale of Shares under the Act or any other applicable law. The Company shall not be obligated to take any affirmative action in order to cause the issuance of Options or the sale of Shares under the Plan to comply with any law.

11.4 EXCHANGE OF CERTIFICATES. If, in the opinion of the Company and its counsel, any legend placed on a stock certificate representing shares sold under the Plan is no longer required, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing the same number of Shares but lacking such legend.

11.5 SECURITIES LAW REQUIREMENTS. No part of the Option shall be exercised if counsel to the Company determines that any applicable registration requirement under the Act, or any other applicable requirement of federal or state law has not been met.

12. AMENDMENT OF THE PLAN.

12.1 GENERAL AUTHORITY TO AMEND. The Board may from time to time, with respect to any Shares at the time not subject to Options, suspend or discontinue the Plan or revise or amend it in any respect whatsoever.

12.2 LIMITATIONS ON AMENDMENTS. No amendment, alleviation or discontinuation of any rights under the Plan shall impair the rights of the recipient of a Grant without such recipient's consent other than as permitted in the applicable Agreement.

13. EFFECT OF CERTAIN TRANSACTIONS. In the case of (i) the dissolution or liquidation of the Company, (ii) a reorganization, merger, consolidation or other business combination in which the Company is acquired by another entity or in which the Company is not the surviving entity, or (iii) the sale of all or substantially all of the assets of the Company to another entity, the Plan and the Grants issued hereunder shall terminate upon the effectiveness of any such transaction or event, unless provision is made in connection with such transaction for the assumption of Grants theretofore granted, or the substitution for such Grants of new Grants, by the successor entity or parent thereof, with appropriate adjustment as to the number and kind of shares and the per share exercise prices, as provided in Section 10. In the event of such termination, all outstanding Options and Grants shall be exercisable in full for at least fifteen (15) days prior to the date of such termination whether or not otherwise exercisable during such period.

14. APPLICATION OF FUNDS. The proceeds received by the Company from the sale of Common Stock pursuant to the exercise of an Option will be used for general corporate purposes.

15. TAX WITHHOLDING.

15.1 Each recipient of a Grant shall, no later than the date as of which the value of any Grant first become includable in the gross income of the recipient for federal income tax purposes, pay to the Company, or make arrangements satisfactory to the Company regarding payment of any federal, state or local taxes of any kind that are required by law to be withheld with respect to such income.

15.2 If so permitted by the Board, a recipient may elect to have such tax withholding satisfied, in whole or in part, by (i) authorizing the Company to withhold a number of Shares to be issued or cash to be paid pursuant to the exercise of a Grant equal to the Fair Market Value as of the date withholding is effected that would satisfy the withholding amount due, (ii) transferring to the Company Shares or Grants owned by the recipient with a Fair Market Value equal to the amount of the required withholding tax, or (iii) in the case of a recipient who is an Employee of the Company at the time such withholding is effected, by withholding from the recipient's cash compensation.

16. INFORMATION TO OPTIONEE. The Company hereby agrees to provide the Optionee with the Corporation's annual financial statements upon request.

17. EXECUTION. The Company has caused this Plan to be executed in the name and on behalf of the Company by an officer of the Company thereunto duly authorized.

PEREGRINE PHARMACEUTICALS, INC.
a Delaware corporation

By: /S/ PAUL J. LYTLE

Name: PAUL J. LYTLE

Its: V.P. FINANCE & ACCOUNTING

EXHIBIT 4.18

**FORM OF PEREGRINE PHARMACEUTICALS, INC.
2002 NON-QUALIFIED STOCK OPTION PLAN
NON-QUALIFIED STOCK OPTION AGREEMENT**

NON-QUALIFIED STOCK OPTION AGREEMENT (the "Agreement") dated as of _____, 2002, between PEREGRINE PHARMACEUTICALS, INC., a Delaware corporation (collectively with its direct and indirect subsidiaries, the "Company"), and _____, an employee of the Company ("Optionee" or "Participant").

The Company's Board of Directors or Option Committee (in either case, the "Committee") has determined that the objectives of the Peregrine Pharmaceuticals, Inc. 2002 Non-Qualified Stock Option Plan (the "Plan") will be furthered by granting to Optionee options pursuant to the Plan. Any capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Plan.

In consideration of the foregoing and of the mutual undertakings set forth in this Agreement, the Company and Optionee agree as follows:

1. GRANT OF OPTION.

(a) The Company hereby grants to Optionee options (the "Options") to purchase Shares of Common Stock of the Company (the "Shares") at a purchase price of ___ per Share. The Options shall not qualify as incentive stock options as described under Section 422 of the Internal Revenue Code.

(b) For purposes of this Agreement, the term "Cause" means the Participant's (I) embezzlement, fraud or any conduct related to the performance of the Participant's duties for the Company that constitutes a crime, (II) unauthorized disclosure of confidential information or breach of any confidentiality or non-disclosure agreement with the Company or any of its Subsidiaries, (III) willful and habitual breach of duties, after notice to the Participant affording the Participant a reasonable opportunity to cure, or (IV) breach or violation of any statutory or common law duty of loyalty to the Company or the Company's Affiliates.

2. EXERCISABILITY. Subject to the further terms of this Agreement, the Options shall vest and become exercisable in accordance with Schedule 1 hereto. Unless earlier terminated pursuant to the provisions of the Plan or paragraph 5 of this Agreement, the unexercised portion of the Options shall expire and cease to be exercisable at midnight ten (10) years from the date of this Agreement. This Agreement shall not confer upon Optionee any right with respect to continuation of her/his employment or consulting relationship with the Company, nor shall it interfere with or affect in any manner the right or power of the Company, or a parent or subsidiary of the Company, to terminate any agreement with Optionee in accordance with the terms thereof.

3. **METHOD OF EXERCISE.** The Options or any part of them may be exercised only by the giving of written notice to the Company in substantially the form annexed hereto as Schedule 2 hereto, or on such other form and in such other manner as the Committee shall prescribe from time to time. Such written notice must be accompanied by payment of the full purchase price for the number of Shares with respect to which the Options are being exercised. Such payment may be made by one or a combination of the following methods: (i) by a check acceptable to the Company; or (ii) by such other method as the Committee may authorize including, in the discretion of the Committee, the recourse promissory note of the Optionee. The date of exercise of the Options shall be the date on which written notice of exercise is hand delivered to the Company, during normal business hours, at its address as provided in Section 7 of this Agreement, or, if mailed, the date on which it is postmarked, provided such notice is actually received.

4. **OPTIONEE'S REPRESENTATIONS.** As a condition to the exercise of an Option, the Company may require Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

5. **TERMINATION OF EMPLOYMENT; DEATH.** Upon termination of Optionee's employment with or status as a consultant to, the Company for any reason, the Options will immediately terminate and expire, except as provided in paragraphs (a) or (b) of this Section 5.

(a) If Optionee resigns as an employee of, or consultant to, the Company with the Company's prior written consent, or if the Company terminates Optionee's employment by the Company without Cause (as defined herein), the Option will be exercisable but only to the extent it was exercisable at the time of such termination or resignation and only until the earlier of the expiration date of the Option, determined pursuant to Section 2 of this Agreement, or the expiration of three (3) months following such termination or resignation.

(b) If Optionee dies or becomes Permanently Disabled while employed by, or rendering services as a consultant to, the Company or after Optionee's employment or status as a consultant to the Company terminates but during a period in which the Option is exercisable pursuant to paragraph (a) of this Section 5, the Option will be exercisable but only to the extent it was exercisable at the time of death and only until the earlier of the expiration date of the Option, determined pursuant to Section 2 of this Agreement, or the expiration of twelve (12) months following the date of Optionee's death.

6. **PLAN PROVISIONS TO PREVAIL.** This Agreement is subject to all of the terms and provisions of the Plan. Without limiting the generality of the foregoing, by entering into this Agreement Optionee agrees that no member of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any award thereunder or this Agreement. In the event that there is any inconsistency between the provisions of this Agreement and of the Plan, the provisions of the Plan shall govern.

7. NOTICES. Any notice to be given to the Company hereunder shall be in writing and shall be addressed to Paul Lytle, Corporate Secretary, or at such other address as the Company may hereafter designate to Optionee by notice as provided in this Section 7. Any notice to be given to Optionee hereunder shall be addressed to Optionee at the address set forth beneath her/his signature hereto, or at such other address as Optionee may hereafter designate to the Company by notice as provided herein. A notice shall be deemed to have been duly given when personally delivered or mailed by registered or certified mail to the party entitled to receive it.

8. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the Company and to the extent consistent with Section 5 of this Agreement and with the Plan, the heirs and personal representatives of Optionee.

9. GOVERNING LAW. This Agreement shall be interpreted, construed and administered in accordance with the laws of the State of California as they apply to contracts made, delivered and performed in the State of California. Any dispute arising hereunder shall be resolved by binding arbitration before the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator in Orange County, California. The parties will mutually determine the arbitrator from a list of arbitrators obtained from the American Arbitration Association office located in Orange County, California. If the parties are unable to agree on the arbitrator, the arbitrator will be selected by the American Arbitration Association with a preference for selecting a retired federal district judge or state superior court judge as the arbitrator.

10. WITHHOLDING. Upon exercise, the Optionee hereby agrees to promptly provide the necessary tax withholding, if applicable, in the Committee's view, pursuant to Section 15 of the Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

PEREGRINE PHARMACEUTICALS, INC.

BY: _____

OPTIONEE:

SIGNATURE

Name: _____

Social Security Number: _____

**SCHEDULE 1 TO NON-QUALIFIED STOCK OPTION AGREEMENT
PURSUANT TO PEREGRINE PHARMACEUTICALS, INC.
2002 NON-QUALIFIED STOCK OPTION PLAN**

(This Schedule 1 shall be incorporated by reference and become a part of the Option Agreement between the Company and the Optionee.)

I. NON-QUALIFIED STOCK OPTIONS: Non-qualified stock options generally give rise to ordinary compensation income for the Optionee when the option is exercised. The Company may require the Optionee to make arrangements for the payment of withholding taxes by the Company if the Optionee is an employee of the Company at the time of the exercise of the Non-qualified stock option.

Date of Grant:

Earliest Exercise Date:

Exercise Price:

Number of Shares:

Vesting Schedule:

Expiration Date:

GOVERNING LAW; RESOLUTION OF DISPUTES. This Agreement has been made, executed and delivered in, and the interpretation, performance and enforcement hereof shall be governed by and construed under the laws of the State of California. Any dispute arising hereunder shall be resolved by binding arbitration before the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator in Orange County, California. The parties will mutually determine the arbitrator from a list of arbitrators obtained from the American Arbitration Association office located in Orange County, California. If the parties are unable to agree on the arbitrator, the arbitrator will be selected by the American Arbitration Association with a preference for selecting a retired federal district judge or state superior court judge as the arbitrator.

I have read the Peregrine Pharmaceuticals, Inc. 2002 Non-Qualified Stock Option Plan, the terms of which are incorporated herein. As Optionee, I hereby acknowledge that as of the date of the Options referenced above, it sets forth the entire understanding between the undersigned Optionee and the Company and its Affiliates regarding the Options and supersedes all prior oral and written agreements on that subject with the exception of (i) the options and any other stock awards previously granted and delivered to the undersigned under stock award plans of the Company, and (ii) the following agreements only:

NONE

(Initial)

OTHER

IN WITNESS WHEREOF, this Non-Qualified Stock Option Agreement pursuant to the Peregrine Pharmaceuticals, Inc. 2002 Non-Qualified Stock Option Plan has been delivered by the parties hereto.

Date: -----

"Optionee"

Name -----

Address -----

Social Security Number -----

The Company hereby agrees to all the terms of the Agreement.

Peregrine Pharmaceuticals, Inc.

By: -----

Name: -----

Title: -----

SCHEDULE 2

**PEREGRINE PHARMACEUTICALS, INC.
EXERCISE NOTICE**

Peregrine Pharmaceuticals, Inc.
14272 Franklin Avenue, Suite 100
Tustin, CA 92780
Attn: Paul Lytle

1. EXERCISE OF OPTION.

Effective as of today, _____, _____ the undersigned ("Optionee") hereby elects to exercise Optionee's Options to purchase shares of Common Stock (the "Shares") of Peregrine Pharmaceuticals, Inc. (the "Company") under and pursuant to the Non-Qualified Stock Option Agreement dated as of _____ (the "Option Agreement") between the Company and Optionee pursuant to the Option Agreement.

2. RIGHTS AS SHAREHOLDER

(i) Until the certificate evidencing the Shares is issued (as evidenced by the appropriate entry on the stock ownership register of the Company or of a duly authorized transfer agent of the Company), no right to receive distributions or any other rights as a shareholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such certificate promptly upon exercise of the Option.

(ii) Upon issuance of the certificate, Optionee shall enjoy rights as a shareholder of Common Stock until such time as Optionee disposes of the Shares or the Company.

3. GOVERNING LAW; SEVERABILITY. This Notice shall be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflicts of law. Should any provision of this Notice be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable. Any dispute arising hereunder shall be resolved by binding arbitration before the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator in Orange County. The parties will mutually determine the arbitrator from a list of arbitrators obtained from the American Arbitration Association office located in Orange County. If the parties are unable to agree on the arbitrator, the arbitrator will be selected by the American Arbitration Association with a preference for selecting a retired federal district judge or state superior court judge as the arbitrator.

4. NOTICES. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified mail, with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

5. FURTHER INSTRUMENTS. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Notice.

6. DELIVERY OF PAYMENT. Optionee herewith delivers to the Company the full purchase price for the Shares as set forth in paragraph 1 of the Option Agreement.

7. ENTIRE AGREEMENT. The Option Agreement is incorporated herein by reference. This Notice, the Option Agreement and the Plan constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof. In the event of a conflict or discrepancy between the terms of this Agreement and the Peregrine Pharmaceuticals, Inc. 2002 Non-Qualified Stock Option Plan (the "Plan"), the terms of the Plan shall control.

8. REPRESENTATIVES OF OPTIONEE. Optionee acknowledges that Optionee has received, read and understood the Option Agreement and this Notice and agrees to abide by and be bound by the terms and conditions of the Option Agreement and this Notice.

Submitted by:
OPTIONEE:
By: _____

Name: _____

Address: _____

Accepted by:
PEREGRINE PHARMACEUTICALS, INC.
By: _____

EXHIBIT 5.1

OPINION OF COUNSEL

**FALK, SHAFF & ZIEBELL, LLP
ATTORNEYS AT LAW
18881 VON KARMAN AVENUE
SUITE 1400
IRVINE, CALIFORNIA 92612
TELEPHONE: (949) 660-7700
FACSIMILE: (949) 660-7799**

June 23, 2003

Peregrine Pharmaceuticals, Inc.
14272 Franklin Avenue
Suite 100
Tustin, California 92780
Attention: Steven M. King, CEO

Re: ISSUANCE OF SHARES PURSUANT TO S-8 REGISTRATION STATEMENT

Dear Mr. King:

This letter relates to the issuance of up to 3,000,000 shares of common stock, \$.001 par value (the "Shares"), of Peregrine Pharmaceuticals, Inc., a Delaware corporation (the "Company") registered pursuant to that Registration Statement on Form S-8, filed with the Securities and Exchange Commission on June 23, 2003 (the "Registration Statement"). You have requested that we deliver to you an opinion as to whether the Shares will have been duly authorized, validly issued, and, when issued, will be fully paid and non-assessable shares of common stock of the Company. We have examined the Certificate of Incorporation, as amended, and such other corporate records, including the resolutions of the Company's Board of Directors, and such other documents as we have deemed necessary in order to express the opinion set forth below. In our examination we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity of all originals of all documents submitted to us as copies. As to questions of fact material to such opinion, we have relied upon statements and representations of the Company.

Our opinion is based on existing law that is subject to change either prospectively or retroactively. Relevant laws could change in a manner that could adversely affect the Company or its stockholders. We have no obligation to inform the Company of any such change in the law. We have not been requested to opine, and we have not opined, as to any issues other than those expressly set forth herein. This opinion extends only to questions relating to the validity of the Shares offered and sold under the Registration Statement. We express no opinion with respect to any other issue.

We are admitted to practice law in the State of California and our opinion is limited to federal law and the corporate laws of the State of California and the State of Delaware that affect such opinion. We express no opinion with respect to any other law or the laws of any other jurisdiction.

Assuming the Shares are issued and paid for in accordance with the terms of the offering described in the Registration Statement, including documents incorporated by reference thereto, and when certificates representing such Shares have been issued to the purchasers, based on the foregoing, we are of the opinion that the Shares will have been duly authorized, validly issued, and will be fully paid and non-assessable shares of common stock of the Company.

For purposes of rendering this opinion we have made such legal and factual inquiries as we have deemed necessary under the circumstances. Although we have not independently verified all of the facts relied upon for purposes hereof, nothing has come to our attention that has led us to believe that the facts are other than as stated herein, or that there exist other material facts not considered.

Our opinion contained herein is solely for the benefit of the Company and may be relied upon by the Company only in connection with the Registration Statement. In this regard, we hereby consent to the filing of this opinion, including this consent, as an exhibit to the Registration Statement.

Very truly yours,

/s/ FALK, SHAFF & ZIEBELL, LLP

EXHIBIT 23.1

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2002 Non-Qualified Stock Option Plan of Peregrine Pharmaceuticals, Inc. of our report dated June 21, 2002 (except for Note 14, as to which the date is August 13, 2002 and Note 1, as to which the date is March 19, 2003) with respect to the consolidated financial statements and schedule of Peregrine Pharmaceuticals, Inc. included in its Annual Report (Form 10-K/A Amendment No. 2) for the year ended April 30, 2002, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Ernst & Young LLP

*Orange County, California
June 19, 2003*

End of Filing

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