

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

FORM 8-K

**Current Report
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported):
January 27, 2006

BIOSANTE PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

1-31812
(Commission File Number)

58-2301143
(I.R.S. Employer Identification Number)

**111 Barclay Boulevard
Lincolnshire, Illinois**
(Address of principal executive offices)

60069
(Zip Code)

(847) 478-0500
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 1 — Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

On January 27, 2006, BioSante Pharmaceuticals, Inc. entered into a Third Amendment to the Lease with LaSalle Bank National Association, as successor trustee to American National Bank and Trust Company of Chicago effective as of January 27, 2006. The Third Amendment amends the Lease, dated as of December 19, 2003, as amended, between BioSante and LaSalle Bank National Association. The Amendment is filed as Exhibit 10.1 to this report and is incorporated herein by this reference.

The Amendment, among other things, extends the term of the Lease, as amended, from March 31, 2006 to March 31, 2007. The annual base rent remains the same at approximately \$88,400.

Section 9 — Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

(c) Exhibits. The following exhibit is filed herewith:

Exhibit No.	Description
10.1	Third Amendment to Lease dated as of January 27, 2006, by and between BioSante Pharmaceuticals, Inc. and LaSalle Bank National Association, as successor trustee to American National Bank and Trust Company of Chicago.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BIOSANTE PHARMACEUTICALS, INC.

By: /s/Phillip B. Donenberg
Chief Financial Officer, Treasurer and Secretary

Dated: February 1, 2006

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Exhibit No. Description

10.1 Third Amendment to Lease dated as of January 27, 2006, by and between BioSante Pharmaceuticals, Inc. and LaSalle Bank National Association, as successor trustee to American National Bank and Trust Company of Chicago.

Method of Filing

Filed Herewith electronically

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Amendment") made as of the 27th day of January, 2006, by and between CHICAGO TITLE LAND TRUST COMPANY, not personally but as successor trustee to LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated January 1, 1991 and known as Trust No. 113370-03 ("Landlord") and BIOSANTE PHARMACEUTICALS, INC. ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease dated December 19, 2003, as amended by First Amendment to Lease dated February 26, 2004, as modified by Letter Amendment dated March 19, 2004 (the "Lease"), and as amended by Second Amendment to Lease dated January 4, 2005, which Lease demised to Tenant a portion of the 2nd floor, known as Suite 280 ("Premises") of the building known as 111 Barclay Boulevard, Lincolnshire, Illinois ("Building"); and

WHEREAS, the parties hereto desire to extend the term of the Lease and to amend the Lease in certain other respects.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Lease is hereby further amended as follows:

1. Extended Term. The term of the Lease is hereby extended to March 21, 2007 on the same terms and conditions as set forth in the Lease, except as modified herein and unless sooner terminated pursuant to the terms of the Lease.

2. Rent. As of March 22, 2006 the Base Rent payable under the Lease shall be as follows:

Period	Annual Rent	Base Monthly Installment
3/22/06-3/21/07	\$88,413.00	\$7,367.75

3. Work. Landlord shall, at Landlord's expense, clean the carpeting in the Premises.

4. Real Estate Brokers. Tenant represents that it has dealt with, and only with Van Vlissingen and Co., as broker in connection with this Amendment, and that, insofar as Tenant knows, no other broker negotiated this Amendment or is entitled to any commission in connection therewith. Tenant agrees to indemnify and hold Landlord harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any other broker or brokers or finders in connection with its participating with Tenant in the negotiating of this Amendment.

5. Lease in Full Force and Effect. Except for the provisions of this Amendment, all the terms, covenants and conditions of the Lease and all the rights and obligations of Landlord and Tenant thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised or changed.

6. Estoppel. Tenant and Landlord hereby each acknowledge that as of the date hereof, they have no claims arising under the Lease against the other party or its agents, or any one or more of the foregoing, and that neither knows of any default or failure on the part of the other party to keep or perform any covenant, condition or undertaking to be kept or performed by such other party under the Lease.

7. Exculpatory Provisions. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of any Landlord while in form purporting to be the representations, warranties, covenants, undertakings, and agreements of such Landlord are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings, and agreements by such Landlord or for the purpose or with the intention of binding such Landlord personally, but are made and intended for the purpose only of subjecting such Landlord's interest in the Building, the Land and the Premises to the terms of this Amendment and for no other purpose whatsoever, and in case of default hereunder by any Landlord (or default through, under, or by any of its agents or representatives), the Tenant shall look solely to the interests of such Landlord in the Building and Land; that neither Landlord nor Chicago Title Land Trust Company, as successor Trustee of Trust No 113370-03 shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained and no liability or duty shall rest upon any Landlord which is a land trust to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, Landlord, Chicago Title Land Trust Company, as successor Trustee under Trust No. 113370-03 or any beneficiaries under any land trust which may become the owner of the Building, on account of this Amendment or on account of any representation, warranty, covenant, undertaking or agreement of Landlord in this Amendment contained, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through, or under Tenant; and that this Amendment is executed and delivered by the undersigned Landlord not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

LANDLORD:

CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee foresaid and not personally

By: /s/

its Trust Officer

TENANT:

BioSante Pharmaceuticals, Inc.

By: /s/ Phillip B. Donenberg

Its: Chief Financial Officer, Treasurer, and Secretary