

**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): **June 19, 2013**

**BIOSANTE PHARMACEUTICALS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-31812**  
(Commission  
File Number)

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

**210 Main Street West  
Baudette, Minnesota**  
(Address of principal executive offices)

**56623**  
(Zip Code)

Registrant's telephone number, including area code: **(218) 634-3500**

**111 Barclay Boulevard  
Lincolnshire, Illinois 60069**

(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))

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On June 19, 2013, BioSante Pharmaceuticals, Inc. (the "Company") completed the merger (the "Merger") of its wholly-owned subsidiary, ANI Merger Sub, Inc. ("Merger Sub"), with and into ANIP Acquisition Company d/b/a ANI Pharmaceuticals, Inc. ("ANI") in accordance with the terms of the amended and restated agreement and plan of merger, dated as of April 12, 2013, among the Company, Merger Sub and ANI (the "Merger Agreement"). As a result of the Merger, ANI, the surviving entity in the Merger, became a wholly-owned subsidiary of the Company. In connection with the Merger, the Company issued to the holders of ANI series D convertible preferred stock an aggregate of 32,814,504 shares of common stock, par value \$0.0001 per share (the "Common Stock"), which corresponds to approximately 57 percent of the outstanding shares of Common Stock immediately following the Merger. ANI stockholders did not receive any shares of Common Stock in exchange for any other series of ANI capital stock.

The full text of the Merger Agreement is attached as Exhibit 2.1 to the Company's current report on Form 8-K filed on April 12, 2013 and is incorporated by reference herein.

The Company registered the issuance of the shares of Common Stock to the stockholders of ANI with the Securities and Exchange Commission on a Registration Statement on Form S-4 (Reg. No. 333-188174) (the "Registration Statement").

**Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

On June 20, 2013, the Company received a Delisting Determination letter from The NASDAQ Stock Market LLC (“NASDAQ”). In this letter, NASDAQ informed the Company that, since the Merger constituted a business combination that resulted in a “Change of Control” pursuant to Listing Rule 5110(a), the Company was required to meet all criteria applicable to a company requesting initial listing on the NASDAQ Global Market and to complete NASDAQ’s initial listing process prior to the Merger.

At the time of the Merger, the Company did not meet the minimum \$4 bid price requirement for initial listings pursuant to NASDAQ Listing Rule 5405(a) (1). The Delisting Determination Letter stated that, as a result, NASDAQ had determined to delist the Company’s securities, and that the Company could appeal this determination. The Company intends to appeal the determination and request a hearing before the NASDAQ Hearings Panel. This hearing request, if made within the required timeframe, would stay the delisting of the Company’s securities.

The Company also intends to hold, as soon as practicable, a special meeting of its stockholders to approve a reverse split of the Common Stock (the “Reverse Split”), among other matters, with the purpose of increasing the per share market price for the Common Stock to a level greater than the minimum \$4 bid price in order to regain compliance with the NASDAQ Listing Rules.

There can be no assurance that the Company’s stockholders will approve the Reverse Split, that the Reverse Split will result in a sustained increase in the per share market price for the Common Stock for the minimum period necessary to permit the Company to regain compliance with the minimum bid price requirement, or that the Hearings Panel will grant the Company’s request for initial listing.

#### **Important Additional Information for Stockholders**

This communication in this current report on Form 8-K does not constitute a solicitation of any vote or approval. In connection with the proposed reverse split, BioSante is filing with the SEC a proxy statement, the definitive version of which will be sent to the stockholders of BioSante. **Stockholders are urged to read the proxy statement (including any amendments or supplements) and other documents filed with the SEC carefully in their entirety when they become available because they will contain important information about BioSante and the proposed reverse split.**

Stockholders will be able to obtain free copies of the proxy statement (when available) and other documents filed with the SEC on the SEC’s web site at [www.sec.gov](http://www.sec.gov). Free copies of the proxy statement (when available) and other documents filed with the SEC also can be obtained by directing a request to BioSante, Attention: Investor Relations, telephone: (218) 634-3500. In addition, stockholders may access copies of the documents filed with the SEC by BioSante on BioSante’s website at [www.biosantepharm.com](http://www.biosantepharm.com).

BioSante and its directors and executive officers and other persons may be deemed to be participants in the solicitation of proxies in respect of the proposed reverse stock split. Information regarding BioSante’s directors and executive officers is available in BioSante’s joint proxy statement/prospectus filed with the SEC on May 8, 2013.

#### **Item 4.01 Changes in Registrant’s Certifying Accountant.**

On June 19, 2013, after completion of the Merger, the Audit Committee (“Audit Committee”) of the Company’s Board of Directors (“Board of Directors” or “Board”) dismissed Deloitte & Touche LLP (“Deloitte”) as the Company’s independent registered public accounting firm and appointed EisnerAmper LLP (“Eisner”) as the Company’s independent registered public accounting firm for the year ending December 31, 2013, both with immediate effect.

Deloitte’s report on the Company’s financial statements and the Company’s internal control over financial reporting for each of the past two fiscal years ended December 31, 2012 did not contain an adverse opinion or disclaimer of opinion, nor was it qualified or modified as to uncertainty, audit scope or accounting principles.

During the fiscal years ended December 31, 2012 and 2011 and the subsequent interim period, there were no: (i) disagreements with Deloitte on any matter of accounting principles or practices, financial statement disclosure, or auditing scope of procedure which, if not resolved to the satisfaction of Deloitte, would have caused Deloitte to make reference to the matter in their report, or (ii) reportable events as defined in Item 304(a)(1)(v) of Regulation S-K.

During the fiscal years ended December 31, 2012 and 2011 and the subsequent interim period, neither the Company nor anyone acting on its behalf consulted Eisner regarding either: (i) the application of accounting principles to a specific transaction, either completed or proposed, or the type of audit opinion that might be rendered on the Company’s financial statements, and either a written report was provided to the Company or oral advice was provided that Eisner concluded was an important factor considered by the Company in reaching a decision as to the accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement (as defined in Item 304(a)(1)(iv) of Regulation S-K) or a reportable event (as described in Item 304(a)(1)(v) of Regulation S-K).

The Company has provided the disclosure in this Item to Deloitte, and, as required by Item 304 of Regulation S-K, is filing as Exhibit 16.1 hereto the letter received from Deloitte in response.

#### **Item 5.01 Changes in Control of Registrant.**

Immediately after the closing of, and giving effect to, the Merger, the holders of ANI’s capital stock held approximately 57% of the issued and outstanding shares of Common Stock, while the stockholders of the Company immediately prior to the Merger held approximately 43% of the issued and outstanding shares of Common Stock.

Information about the Merger is incorporated herein by reference to Item 2.01 hereof.

#### **Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

In connection with the completion of the Merger and in accordance with the terms of the Merger Agreement, the Board of Directors of the Company accepted the resignations, dated June 19, 2013, of the following directors of the Company, with such resignations to be effective at completion of the Merger: Louis W. Sullivan, M.D., Stephen M. Simes, John T. Potts, Jr., M.D., Edward C. Rosenow III, M.D. and Stephen A. Sherwin, M.D. The Board of Directors also accepted the resignations, dated June 19, 2013, of the following executive officers of the Company, with such resignations to be effective at completion of

the Merger: Stephen M. Simes as President and Chief Executive Officer and Phillip B. Donenberg as Senior Vice President of Finance, Chief Financial Officer and Secretary.

The Board of Directors furthermore fixed the number of directors at seven, and elected the following five individuals to serve as directors, effective at completion of the Merger and until the Company's next annual meeting of stockholders, until their respective successors are elected and qualified or until their earlier resignation or removal: Robert E. Brown, Jr., Arthur S. Przybyl, Tracy L. Marshbanks, Ph.D., Thomas A. Penn and Robert Schrepfer. These individuals join Fred Holubow and Ross Mangano on the Company's Board of Directors. Robert E. Brown, Jr. was appointed Chairman of the Board and the committees of the Board of Directors were reconstituted as follows, effective at completion of the Merger:

- Audit and Finance Committee: Tracy L. Marshbanks, Ph.D. (Chair), Robert Schrepfer and Fred Holubow
- Compensation Committee: Tracy L. Marshbanks, Ph.D. (Chair), Robert Schrepfer and Ross Mangano
- Nominating and Corporate Governance Committee: Robert Schrepfer (Chair), Tracy L. Marshbanks, Ph.D. and Ross Mangano

The Board of Directors also appointed the following individuals to serve as executive officers of the Company effective at completion of the Merger and until their successors have been duly elected and qualified or until their earlier resignation or removal:

Name	Office(s)
Arthur S. Przybyl	President and Chief Executive Officer
Charlotte C. Arnold	Vice President and Chief Financial Officer
James G. Marken	Vice President, Operations
Robert J. Jammick	Vice President, Quality and Product Development

In connection with the completion of the Merger and in accordance with the Merger Agreement, the Board of Directors on June 19, 2013 further approved the payment of the following 2012 performance incentive plan bonuses effective as soon as reasonably practicable:

Name of Officer	2012 Performance Incentive Plan Bonus
Stephen Simes	\$ 200,000
Phil Donenberg	\$ 100,000

In connection with the election of the Company's new directors and appointment of the Company's new executive officers, the Board of Directors approved indemnification agreements between the Company and each of Robert E. Brown, Jr., Arthur S. Przybyl, Tracy L. Marshbanks, Ph.D., Thomas A. Penn, Robert Schrepfer, Charlotte C. Arnold, James G. Marken and Robert J. Jammick, in substantially the form previously entered into by the Company and its directors and executive officers.

The information required by Items 5.02(c)(2) and (3) of Form 8-K is set forth in the Company's joint proxy statement/prospectus filed on May 8, 2013 and is incorporated herein by reference.

As disclosed in the Company's joint proxy statement/prospectus, each of Mr. Przybyl and Ms. Arnold was paid a transaction bonus in shares of ANI series D preferred stock in connection with the Merger, which was placed into a rabbi trust and converted into Common Stock at the completion of the Merger. Beginning on August 14, 2013, shares are expected to be released ratably on a weekly basis to a broker/dealer, who will sell a portion of the shares under separate 10b5-1 trading plans to be entered into by Mr. Przybyl and Ms. Arnold in order to cover tax withholding obligations and release the remainder to Mr. Przybyl and Ms. Arnold. The initial scheduled release of the shares on August 14, 2013 may be delayed by up to 30 days at the discretion of the Board of Directors if it is deemed in the best interest of the Company. The terms of this incremental release of shares are set forth in amendments No. 3 to the transaction bonus agreements by and between ANI on the one hand, and Mr. Przybyl and Ms. Arnold, respectively, on the other hand, which amendments are attached as Exhibits 10.1 and 10.2 to this current report on Form 8-K and are incorporated herein by reference. The gross bonus amounts for Mr. Przybyl and Ms. Arnold were 1,966,489 and 595,246 shares of Common Stock, respectively. The net bonus amounts (after payment of tax withholding obligations) were 1,052,267 and 374,406 shares of Common Stock, respectively.

As furthermore disclosed in the joint proxy statement/prospectus that formed a part of the Registration Statement, each of Messrs. Marken and Jammick was paid a transaction bonus in shares of ANI series D preferred stock in connection with the Merger, which was converted into Common Stock at the closing of the merger. The gross bonus amounts for Mr. Marken and Mr. Jammick were 435,241 and 411,964 shares of Common Stock, respectively. The net bonus amounts (after payment of tax withholding obligations) were 289,612 and 273,710 shares of Common Stock, respectively.

#### Item 5.07 Submission of Matters to a Vote of Security Holders.

At the special meeting of the Company's stockholders held in lieu of an annual meeting on June 19, 2013 (the "Special Meeting"), the Company's stockholders approved each of the following proposals set forth in the Company's joint proxy statement/prospectus filed with the Securities and Exchange Commission on May 8, 2013. The results of each of the proposals voted on at the Meeting are listed below.

1. To elect seven persons to serve as directors until the Company's next annual meeting of stockholders or until their respective successors are elected and qualified.

Director	Votes For	Votes Withheld	Broker Non-Votes
Louis W. Sullivan, M.D.*	5,932,319	1,257,633	9,442,821
Stephen M. Simes*	5,887,135	1,302,817	9,442,821

Fred Holubow	5,959,968	1,229,984	9,442,821
Ross Mangano	5,954,605	1,235,347	9,442,821
Edward C. Rosenow III, M.D.*	5,972,106	1,217,846	9,442,821
John T. Potts, Jr., M.D.*	5,966,989	1,222,963	9,442,821
Stephen A. Sherwin, M.D.*	5,863,544	1,326,408	9,442,821

\* As disclosed in Item 5.02 hereof, these directors subsequently resigned effective at completion of the Merger.

2. To consider and vote upon a proposal to approve the issuance of Common Stock in the Merger.

Votes For	Votes Against	Abstentions	Broker Non-Votes
5,990,951	1,102,768	96,233	9,442,821

3. To consider and vote upon a proposal to ratify the selection of Deloitte as the Company's independent registered public accounting firm for the year ending December 31, 2013.

Votes For	Votes Against	Abstentions	Broker Non-Votes
15,130,971	1,339,535	162,267	0

As disclosed in Item 4.01 hereof, after completion of the Merger, the Audit Committee dismissed Deloitte and appointed Eisner as the Company's independent registered public accounting firm for the year ending December 31, 2013.

4. To consider and vote upon a proposal to approve, on an advisory (non-binding) basis, the compensation payable to certain executive officers of the Company under existing arrangements in connection with the Merger.

Votes For	Votes Against	Abstentions	Broker Non-Votes
4,711,132	2,236,219	242,601	9,442,821

5. To consider and vote upon a proposal to approve an adjournment of the Special Meeting, if necessary, to solicit additional proxies if there are not sufficient votes in favor of Proposal No. 2.

Votes For	Votes Against	Abstentions	Broker Non-Votes
13,596,962	2,770,297	265,514	0

## Item 8.01 Other Events.

Immediately prior to completion of the Merger, the Board of Directors authorized, declared and effected a distribution of contingent value rights ("CVRs") to holders of record of Common Stock outstanding immediately prior to completion of the Merger at a rate of one CVR per one share of Common Stock. The CVRs represent payment rights arising from a future sale, transfer, license or similar transaction(s) involving the Company's LibiGel® (female testosterone gel), including a royalty on sales of LibiGel® if the combined company launches the product on its own and if less than \$2.5 million is spent on further product development before launch.

## Item 9.01 Financial Statements and Exhibits.

- (a) Financial statements of businesses acquired.

ANI's audited financial statements as of and for the years ended December 31, 2012 and 2011, and unaudited financial statements as of and for the three months ended March 31, 2013 and 2012, will be included in an amendment to this current report on Form 8-K, to be filed with the Securities and Exchange Commission within the required time period.

- (b) Pro forma financial information.

The Company's unaudited pro forma financial information as of and for the three months ended March 31, 2013 and as of and for the year ended December 31, 2012, will be included in an amendment to this current report on Form 8-K, to be filed with the Securities and Exchange Commission within the required time period.

- (d) Exhibits.

Exhibit No.	Description
2.1	Amended and Restated Agreement and Plan of Merger, dated as of April 12, 2013 (Incorporated

by reference to Exhibit 2.1 to the Company's current report on Form 8-K filed on April 12, 2013.)

10.1 Amendment No. 3 to Transaction Bonus Agreement, dated as of June 18, 2013, by and between ANI and Arthur Przybyl

10.2 Amendment No. 3 to Transaction Bonus Agreement, dated as of June 18, 2013, by and between ANI and Charlotte Arnold

- 16.1 Letter from Deloitte & Touche LLP regarding change in certifying accountants
- 99.1 Press release of the Company, dated June 20, 2013
- 99.2 Press release of the Company, dated June 21, 2013

**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/ Charlotte C. Arnold  
Charlotte C. Arnold  
*Vice President and Chief Financial Officer*

Dated: June 21, 2013

## AMENDMENT NO. 3 TO

TRANSACTION BONUS AGREEMENT

**THIS AMENDMENT NO. 3 TO TRANSACTION BONUS AGREEMENT** (“Amendment”) is entered into this 18<sup>th</sup> day of June, 2013 (the “Effective Date”), by and between ANIP Acquisition Company (the “Company”) and Arthur Przybyl (the “Executive”).

**WHEREAS**, the Executive currently is employed by the Company as its Chief Executive Officer;

**WHEREAS**, the Company and the Executive are parties to that Transaction Bonus Agreement dated as of September 22, 2012, as previously amended by amendments dated December 28, 2012 and April 12, 2013 (the “Original Agreement”);

**WHEREAS**, the Company executed an Amended and Restated Agreement and Plan of Merger in connection with the BioSante Transaction on April 12, 2013, in connection with the BioSante Transaction, the consummation of which is expected to occur on or about June 19, 2013;

**WHEREAS**, pursuant to the Original Agreement, upon the consummation of the BioSante Transaction, Executive is to receive the Closing Date Bonus in cash, provided such cash is immediately used to purchase shares of the Series D Preferred Stock of the Company, which will be exchanged for shares of BioSante common stock in the BioSante Transaction;

**WHEREAS**, in connection with the BioSante Transaction, Executive has entered into a lock-up agreement with BioSante, pursuant to which Executive has agreed not to sell any of the shares of BioSante common stock which it receives in the BioSante Transaction for a period of six months except to the extent that no more than 50% of such shares are sold pursuant to a Rule 10b5-1 trading plan adopted by Executive prior to the consummation of the BioSante transaction (the “Rule 10b5-1 trading plan”);

**WHEREAS**, following the consummation of the BioSante Transaction, it is expected that BioSante will effect a reverse stock split (the “Split”), change its corporate name and the trading symbol of its shares of common stock (the “Name Change”), either of which event would terminate a Rule 10b5-1 trading plan;

**WHEREAS**, in view of the foregoing, the Company and the Executive agree that the first sale under a Rule 10b5-1 trading plan should not be effected until after the effective date of the Split and the Name Change have occurred;

**WHEREAS**, as a consequence, the Executive has agreed to enter into a Rule 10b5-1 trading plan with a Approved Broker/Dealer on or about the date of the Split and the Name Change, as provided on Exhibit A hereto;

**WHEREAS**, pursuant to the Original Agreement, the Trust would not release any Shares until the expiration of the Lock-up Period; and

**WHEREAS**, the Company and Executive desire by this writing to amend certain provisions of the Original Agreement relating to the timing of the release of Shares from the Trust.

**NOW THEREFORE**, each Party, intending to be legally bound, does hereby agree as follows:

**1. DEFINITIONS:**

Capitalized terms used herein and not defined shall have the meanings given to them in the Original Agreement.

**2. DATE OF PAYMENT**

(a) The Trust will hold and not release any Shares until the earlier of August 14, 2013, which is expected to be the first Wednesday following the effective date of the Executive’s Rule 10b5-1 trading plan (such date, the “Initial Release Date”); provided, however, that if the Board of Directors of BioSante Pharmaceuticals, Inc. (“BioSante”) determines that it is in the best interests of BioSante to postpone the first release by a period not to exceed thirty (30) days, it shall be entitled to extend the Initial Release Date to any Wednesday within such thirty (30) day period by delivering written notice thereof to the Executive, which date shall then be deemed to be the “Initial Release Date” hereunder. The Company will notify the trustee of the Trust in writing at least two (2) Business Days prior to the occurrence of the Initial Release Date. On each Wednesday following the Release Date, the Trust will release the Shares in equal weekly installments (rounded to the nearest whole Share) through and including March 5, 2014 (the “Release Period”), to an Approved Broker/Dealer on behalf of the Executive; provided, however, that the number of Shares released will not (i) in the aggregate, exceed 50% of the Shares and (ii) in any given week during the Release Period exceed two times the maximum number of Shares that can be sold under Rule 144, promulgated under the Securities Act of 1933, as amended, in such week. Any Shares not released as a result of clause (ii) of the preceding proviso shall be released pro rata over the remaining Release Period, subject to the limitations of the same proviso.

(c) On each Wednesday during the Release Period, the Company will provide Executive and the Approved Broker/Dealer with a calculation of the amount of withholding taxes (including FICA and income) that will be payable on the Shares to be released on such Wednesday (the “Taxes”). Such calculation will be based on the then current trading price of the Shares.

(d) For purposes hereof, an “Approved Broker/Dealer” means a broker/dealer, designated by Executive in writing to the Company and Trust, who has agreed in writing to sell, as promptly as practicable, out of the Shares then or previously released to it by the Trust, a number of the Shares, rounded to the nearest whole number of Shares, equal the number specified in the Rule 10b5-1 trading plan as then in effect, for the relevant sale date and a 3 Business Day period thereafter. Any Approved Broker/Dealer shall have acknowledged receipt of instructions to remit the proceeds of each sale of Shares, up to the amount of the Taxes, to the Company as promptly as practicable.

**3. MISCELLANEOUS**

(a) The Company agrees that it will take such actions as may be necessary to permit the sale of the Shares in accordance with the terms set forth in Section 2.

(b) Except as expressly amended hereby, the Original Agreement shall remain in full force and effect following the execution and delivery of this Amendment.

(c) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

(d) The validity, construction, and effect of this Amendment shall be determined in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws thereof).

[signatures continued on following page]

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IN WITNESS WHEREOF, the Company and the Executive have executed this Amendment as of the Effective Date.

**EXECUTIVE:**

/s/ Arthur S. Przybyl

\_\_\_\_\_  
Arthur S. Przybyl

**THE COMPANY:**

**ANIP ACQUISITION COMPANY**

By: /s/ Charlotte Arnold

\_\_\_\_\_  
Name: Charlotte Arnold

Title: Chief Financial Officer

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**Exhibit A**

**FORM OF ADOPTION AGREEMENT**

**THIS ADOPTION AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of June, 2013 (the "Effective Date"), by and among ANIP Acquisition Company ("ANIP"), BioSante Pharmaceuticals, Inc. ("BioSante") and Arthur Przybyl (the "Executive").

**WHEREAS**, ANIP, BioSante and ANI Merger Sub, Inc., a wholly owned subsidiary of BioSante ("Merger Sub"), executed an Amended and Restated Agreement and Plan of Merger (the "Merger Agreement") on April 12, 2013, pursuant to which, upon the terms and subject to the conditions contained therein, Merger Sub will merge with and into ANIP, with ANIP surviving as a wholly owned subsidiary of BioSante (the "Merger"), on or about June 19, 2013;

**WHEREAS**, in connection with the Merger Agreement, Executive has entered into a lock-up agreement with BioSante (the "Lock-up Agreement"), pursuant to which Executive has agreed, among other things, not to sell any of the shares of BioSante common stock which he will receive in the Merger (the "Merger Shares") for a period of 180 days from the closing date of the Merger, except to the extent that no more than 50% of such Merger Shares are sold pursuant to a trading plan adopted by Executive pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Rule 10b5-1 trading plan"), prior to the effective time of the Merger, which Rule 10b5-1 trading plan is designed to permit Executive to cover tax withholding obligations attributable to his receipt of the Merger Shares;

**WHEREAS**, following the consummation of the Merger, it is anticipated that BioSante will effect a reverse stock split (the "Split"), change its corporate name and change the trading symbol of its common stock, either of which event would terminate automatically the Rule 10b5-1 trading plan desired to be entered into by Executive prior to the effective time of the Merger; and

**WHEREAS**, the parties hereto desire to enter into this Agreement for purposes of memorializing (1) Executive's intent to enter into a 10b5-1 trading plan designed to permit Executive to cover tax withholding obligations attributable to his receipt of the Merger Shares on the terms set forth herein prior to the effective time of the Merger and Executive's intent, in light of the anticipated Split and change in trading symbol, to enter into the Rule 10b5-1 trading plan as soon as reasonably practicable after the completion of the Split, change its corporate name and change in trading symbol; and (2) the agreement among the parties hereby that sales of no more than 50% of the Merger Shares by Executive pursuant to the Rule 10b5-1 trading plan entered into by Executive as soon as reasonably practicable after the completion of the Split and change in trading symbol will be an exception to the restriction on sales of the Merger Shares by Executive under the Lock-Up Agreement.

**NOW THEREFORE**, each of the parties hereto, intending to be legally bound, does hereby agree as follows:

**1. TERMS**

(a) As soon as reasonably practicable after the completion of the Split and change in trading symbol, Executive hereby agrees to enter into a Rule 10b5-1 trading plan on substantially the same terms provided for in Exhibit A hereto. Upon the occurrence of the Split, the share numbers in Exhibit A

will be updated to give effect thereto and such updated Exhibit A will be attached to this Agreement.

(b) Each of ANIP, BioSante and Executive hereby agrees that by executing this Agreement, sales of no more than 50% of the Merger Shares by Executive pursuant to the Rule 10b5-1 trading plan adopted by Executive pursuant to Section 1(a) above will be an exception to the restriction on sales of the Merger Shares by Executive under the Lock-Up Agreement.

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## 2. MISCELLANEOUS

(a) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

(b) The validity, construction, and effect of this Agreement shall be determined in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws thereof).

[signatures continued on following page]

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IN WITNESS WHEREOF, ANIP, BioSante and the Executive have executed this Agreement as of the Effective Date.

### EXECUTIVE:

\_\_\_\_\_  
Arthur Przybyl

### ANIP ACQUISITION COMPANY

By: \_\_\_\_\_  
Name:  
Title:

### BIOSANTE PHARMACEUTICALS, INC.

By: \_\_\_\_\_  
Name:  
Title:

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## Exhibit A

### Trading Plan

1. **First Sale:** Within 3 Business Days following the initial release of shares from the Rabbi Trust (the "Initial Release Date"), which will be the later of (a) August 14, 2013 and (b) a date not more than thirty days after August 14, 2013, if determined by the BioSante board of directors to be in the best interest of BioSante.

2. **Last Sale:** Within 3 Business Days following March 4, 2014.

3. **Proceeds:** Proceeds from sales up to the amount of any taxes due will be distributed to BioSante by the Broker/Dealer, as soon as practicable.

4. **Sales:** Assuming the Split occurs, then shares will be released from the Rabbi Trust on a weekly pro rata basis and 46.49% of the shares so released will be sold, assuming that no scheduled release under such Rabbi Trust will be subject to Section 144 restrictions. By way of example:

A. If the Initial Release Date occurs on August 14, 2013:

<u>Sale Date</u>	<u>Shares Released*</u>	<u>Shares to be Sold*</u>	<u>Type of Order</u>	<u>Duration of Order</u>
08/14/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
08/21/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
08/28/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
09/04/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
09/11/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
09/18/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
09/25/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
10/02/2013	67,810	31,525	Limit \$.99 NH	3 Business Days



10/09/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
10/16/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
10/23/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
10/30/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
11/06/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
11/13/2013	67,810	31,525	Limit \$.99 NH	3 Business Days

\* Share numbers to be adjusted promptly after occurrence of the Split following which a revised Exhibit A will be attached to the Agreement.

11/22/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
11/27/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
12/04/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
12/11/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
12/18/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
12/26/2013	67,810	31,525	Limit \$.99 NH	3 Business Days
01/02/2014	67,810	31,525	Limit \$.99 NH	3 Business Days
01/08/2014	67,810	31,525	Limit \$.99 NH	3 Business Days
01/15/2014	67,810	31,525	Limit \$.99 NH	3 Business Days
01/22/2014	67,810	31,525	Limit \$.99 NH	3 Business Days
01/29/2014	67,810	31,525	Limit \$.99 NH	3 Business Days
02/05/2014	67,810	31,525	Limit \$.99 NH	3 Business Days
02/12/2014	67,810	31,525	Limit \$.99 NH	3 Business Days
02/25/2014	67,810	31,525	Limit \$.99 NH	3 Business Days
03/05/2014	67,806	31,522	Limit \$.99 NH	3 Business Days

B. Assuming the Release Date is September 4, 2013:

<u>Sale Date</u>	<u>Shares Released*</u>	<u>Shares to be Sold*</u>	<u>Type of Order</u>	<u>Duration of Order</u>
09/04/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
09/11/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
09/18/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
09/25/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
10/02/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
10/09/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
10/16/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
10/23/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
10/30/2013	75,634	35,162	Limit \$.99 NH	3 Business Days

11/06/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
11/13/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
11/22/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
11/27/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
12/04/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
12/11/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
12/18/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
12/26/2013	75,634	35,162	Limit \$.99 NH	3 Business Days
01/02/2014	75,634	35,162	Limit \$.99 NH	3 Business Days
01/08/2014	75,634	35,162	Limit \$.99 NH	3 Business Days
01/15/2014	75,634	35,162	Limit \$.99 NH	3 Business Days
01/22/2014	75,634	35,162	Limit \$.99 NH	3 Business Days
01/29/2014	75,634	35,162	Limit \$.99 NH	3 Business Days
02/05/2014	75,634	35,162	Limit \$.99 NH	3 Business Days
02/12/2014	75,634	35,162	Limit \$.99 NH	3 Business Days
02/25/2014	75,634	35,162	Limit \$.99 NH	3 Business Days
03/05/2014	75,626	35,172	Limit \$.99 NH	3 Business Days

## AMENDMENT NO. 3 TO

TRANSACTION BONUS AGREEMENT

**THIS AMENDMENT NO. 3 TO TRANSACTION BONUS AGREEMENT** (“Amendment”) is entered into this 18<sup>th</sup> day of June, 2013 (the “Effective Date”), by and between ANIP Acquisition Company (the “Company”) and Charlotte Arnold (the “Executive”).

**WHEREAS**, the Executive currently is employed by the Company as its Chief Executive Officer;

**WHEREAS**, the Company and the Executive are parties to that Transaction Bonus Agreement dated as of September 22, 2012, as previously amended by amendments dated December 28, 2012 and April 12, 2013 (the “Original Agreement”);

**WHEREAS**, the Company executed an Amended and Restated Agreement and Plan of Merger in connection with the BioSante Transaction on April 12, 2013, in connection with the BioSante Transaction, the consummation of which is expected to occur on or about June 19, 2013;

**WHEREAS**, pursuant to the Original Agreement, upon the consummation of the BioSante Transaction, Executive is to receive the Closing Date Bonus in cash, provided such cash is immediately used to purchase shares of the Series D Preferred Stock of the Company, which will be exchanged for shares of BioSante common stock in the BioSante Transaction;

**WHEREAS**, in connection with the BioSante Transaction, Executive has entered into a lock-up agreement with BioSante, pursuant to which Executive has agreed not to sell any of the shares of BioSante common stock which it receives in the BioSante Transaction for a period of six months except to the extent that no more than 50% of such shares are sold pursuant to a Rule 10b5-1 trading plan adopted by Executive prior to the consummation of the BioSante transaction (the “Rule 10b5-1 trading plan”);

**WHEREAS**, following the consummation of the BioSante Transaction, it is expected that BioSante will effect a reverse stock split (the “Split”), change its corporate name and the trading symbol of its shares of common stock (the “Name Change”), either of which event would terminate a Rule 10b5-1 trading plan;

**WHEREAS**, in view of the foregoing, the Company and the Executive agree that the first sale under a Rule 10b5-1 trading plan should not be effected until after the effective date of the Split and the Name Change have occurred;

**WHEREAS**, as a consequence, the Executive has agreed to enter into a Rule 10b5-1 trading plan with a Approved Broker/Dealer on or about the date of the Split and the Name Change, as provided on Exhibit A hereto;

**WHEREAS**, pursuant to the Original Agreement, the Trust would not release any Shares until the expiration of the Lock-up Period; and

**WHEREAS**, the Company and Executive desire by this writing to amend certain provisions of the Original Agreement relating to the timing of the release of Shares from the Trust.

**NOW THEREFORE**, each Party, intending to be legally bound, does hereby agree as follows:

**1. DEFINITIONS:**

Capitalized terms used herein and not defined shall have the meanings given to them in the Original Agreement.

**2. DATE OF PAYMENT**

(a) The Trust will hold and not release any Shares until the earlier of August 14, 2013, which is expected to be the first Wednesday following the effective date of the Executive’s Rule 10b5-1 trading plan (such date, the “Initial Release Date”); provided, however, that if the Board of Directors of BioSante Pharmaceuticals, Inc. (“BioSante”) determines that it is in the best interests of BioSante to postpone the first release by a period not to exceed thirty (30) days, it shall be entitled to extend the Initial Release Date to any Wednesday within such thirty (30) day period by delivering written notice thereof to the Executive, which date shall then be deemed to be the “Initial Release Date” hereunder. The Company will notify the trustee of the Trust in writing at least two (2) Business Days prior to the occurrence of the Initial Release Date. On each Wednesday following the Release Date, the Trust will release the Shares in equal weekly installments (rounded to the nearest whole Share) through and including March 5, 2014 (the “Release Period”), to an Approved Broker/Dealer on behalf of the Executive; provided, however, that the number of Shares released will not (i) in the aggregate, exceed 50% of the Shares and (ii) in any given week during the Release Period exceed two times the maximum number of Shares that can be sold under Rule 144, promulgated under the Securities Act of 1933, as amended, in such week. Any Shares not released as a result of clause (ii) of the preceding proviso shall be released pro rata over the remaining Release Period, subject to the limitations of the same proviso.

(c) On each Wednesday during the Release Period, the Company will provide Executive and the Approved Broker/Dealer with a calculation of the amount of withholding taxes (including FICA and income) that will be payable on the Shares to be released on such Wednesday (the “Taxes”). Such calculation will be based on the then current trading price of the Shares.

(d) For purposes hereof, an “Approved Broker/Dealer” means a broker/dealer, designated by Executive in writing to the Company and Trust, who has agreed in writing to sell, as promptly as practicable, out of the Shares then or previously released to it by the Trust, a number of the Shares, rounded to the nearest whole number of Shares, equal the number specified in the Rule 10b5-1 trading plan as then in effect, for the relevant sale date and a 3 Business Day period thereafter. Any Approved Broker/Dealer shall have acknowledged receipt of instructions to remit the proceeds of each sale of Shares, up to the amount of the Taxes, to the Company as promptly as practicable.

**3. MISCELLANEOUS**

(a) The Company agrees that it will take such actions as may be necessary to permit the sale of the Shares in accordance with the terms set forth in Section 2.

(b) Except as expressly amended hereby, the Original Agreement shall remain in full force and effect following the execution and delivery of this Amendment.

(c) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

(d) The validity, construction, and effect of this Amendment shall be determined in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws thereof).

[signatures continued on following page]

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IN WITNESS WHEREOF, the Company and the Executive have executed this Amendment as of the Effective Date.

**EXECUTIVE:**

/s/ Charlotte Arnold

Charlotte Arnold

**THE COMPANY:**

**ANIP ACQUISITION COMPANY**

By: Arthur S. Przybyl

Name: Arthur S. Przybyl

Title: President and Chief Executive Officer

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**Exhibit A**

**FORM OF ADOPTION AGREEMENT**

**THIS ADOPTION AGREEMENT** ("Agreement") is entered into this     day of June, 2013 (the "Effective Date"), by and among ANIP Acquisition Company ("ANIP"), BioSante Pharmaceuticals, Inc. ("BioSante") and Charlotte Arnold (the "Executive").

**WHEREAS**, ANIP, BioSante and ANI Merger Sub, Inc., a wholly owned subsidiary of BioSante ("Merger Sub"), executed an Amended and Restated Agreement and Plan of Merger (the "Merger Agreement") on April 12, 2013, pursuant to which, upon the terms and subject to the conditions contained therein, Merger Sub will merge with and into ANIP, with ANIP surviving as a wholly owned subsidiary of BioSante (the "Merger"), on or about June 19, 2013;

**WHEREAS**, in connection with the Merger Agreement, Executive has entered into a lock-up agreement with BioSante (the "Lock-up Agreement"), pursuant to which Executive has agreed, among other things, not to sell any of the shares of BioSante common stock which she will receive in the Merger (the "Merger Shares") for a period of 180 days from the closing date of the Merger, except to the extent that no more than 50% of such Merger Shares are sold pursuant to a trading plan adopted by Executive pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Rule 10b5-1 trading plan"), prior to the effective time of the Merger, which Rule 10b5-1 trading plan is designed to permit Executive to cover tax withholding obligations attributable to her receipt of the Merger Shares;

**WHEREAS**, following the consummation of the Merger, it is anticipated that BioSante will effect a reverse stock split (the "Split"), change its corporate name and change the trading symbol of its common stock, either of which event would terminate automatically the Rule 10b5-1 trading plan desired to be entered into by Executive prior to the effective time of the Merger; and

**WHEREAS**, the parties hereto desire to enter into this Agreement for purposes of memorializing (1) Executive's intent to enter into a 10b5-1 trading plan designed to permit Executive to cover tax withholding obligations attributable to her receipt of the Merger Shares on the terms set forth herein prior to the effective time of the Merger and Executive's intent, in light of the anticipated Split and change in trading symbol, to enter into the Rule 10b5-1 trading plan as soon as reasonably practicable after the completion of the Split, change its corporate name and change in trading symbol; and (2) the agreement among the parties hereby that sales of no more than 50% of the Merger Shares by Executive pursuant to the Rule 10b5-1 trading plan entered into by Executive as soon as reasonably practicable after the completion of the Split and change in trading symbol will be an exception to the restriction on sales of the Merger Shares by Executive under the Lock-Up Agreement.

**NOW THEREFORE**, each of the parties hereto, intending to be legally bound, does hereby agree as follows:

**1. TERMS**

(a) As soon as reasonably practicable after the completion of the Split and change in trading symbol, Executive hereby agrees to enter into a Rule 10b5-1 trading plan on substantially the same terms provided for in Exhibit A hereto. Upon the occurrence of the Split, the share numbers in Exhibit A

will be updated to give effect thereto and such updated Exhibit A will be attached to this Agreement.

(b) Each of ANIP, BioSante and Executive hereby agrees that by executing this Agreement, sales of no more than 50% of the Merger Shares by Executive pursuant to the Rule 10b5-1 trading plan

adopted by Executive pursuant to Section 1(a) above will be an exception to the restriction on sales of the Merger Shares by Executive under the Lock-Up Agreement.

**2. MISCELLANEOUS**

(a) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

(b) The validity, construction, and effect of this Agreement shall be determined in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws thereof).

*[signatures continued on following page]*

IN WITNESS WHEREOF, ANIP, BioSante and the Executive have executed this Agreement as of the Effective Date.

**EXECUTIVE:**

\_\_\_\_\_  
**Charlotte Arnold**

**ANIP ACQUISITION COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**BIOSANTE PHARMACEUTICALS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**

Trading Plan

- First Sale:** Within 3 Business Days following the initial release of shares from the Rabbi Trust (the "Initial Release Date"), which will be the later of (a) August 14, 2013 and (b) a date not more than thirty days after August 14, 2013, if determined by the BioSante board of directors to be in the best interest of BioSante.
- Last Sale:** Within 3 Business Days following March 4, 2014.
- Proceeds:** Proceeds from sales up to the amount of any taxes due will be distributed to BioSante by the Broker/Dealer, as soon as practicable.
- Sales:** Assuming the Split occurs, then shares will be released from the Rabbi Trust on a weekly pro rata basis and 37.1% of the shares so released will be sold, assuming that no scheduled release under such Rabbi Trust will be subject to Section 144 restrictions. By way of example:

A. If the Initial Release Date occurs on August 14, 2013:

Sale Date	Shares Released*	Shares to be Sold*	Type of Order	Duration of Order
08/14/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
08/21/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
08/28/2013	20,525	7,615	Limit \$.99 NH	3 Business Days

09/04/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
09/11/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
09/18/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
09/25/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
10/02/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
10/09/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
10/16/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
10/23/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
10/30/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
11/06/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
11/13/2013	20,525	7,615	Limit \$.99 NH	3 Business Days

\* Share numbers to be adjusted promptly after occurrence of the Split following which a revised Exhibit A will be attached to the Agreement.

11/22/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
11/27/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
12/04/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
12/11/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
12/18/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
12/26/2013	20,525	7,615	Limit \$.99 NH	3 Business Days
01/02/2014	20,525	7,615	Limit \$.99 NH	3 Business Days
01/08/2014	20,525	7,615	Limit \$.99 NH	3 Business Days
01/15/2014	20,525	7,615	Limit \$.99 NH	3 Business Days
01/22/2014	20,525	7,615	Limit \$.99 NH	3 Business Days
01/29/2014	20,525	7,615	Limit \$.99 NH	3 Business Days
02/05/2014	20,525	7,615	Limit \$.99 NH	3 Business Days
02/12/2014	20,525	7,615	Limit \$.99 NH	3 Business Days
02/25/2014	20,525	7,615	Limit \$.99 NH	3 Business Days
03/05/2014	20,539	7,620	Limit \$.99 NH	3 Business Days

B. Assuming the Release Date is September 4, 2013:

<u>Sale Date</u>	<u>Shares Released*</u>	<u>Shares to be Sold*</u>	<u>Type of Order</u>	<u>Duration of Order</u>
09/04/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
09/11/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
09/18/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
09/25/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
10/02/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
10/09/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
10/16/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
10/23/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
10/30/2013	22,894	8,494	Limit \$.99 NH	3 Business Days

11/06/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
11/13/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
11/22/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
11/27/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
12/04/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
12/11/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
12/18/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
12/26/2013	22,894	8,494	Limit \$.99 NH	3 Business Days
01/02/2014	22,894	8,494	Limit \$.99 NH	3 Business Days
01/08/2014	22,894	8,494	Limit \$.99 NH	3 Business Days
01/15/2014	22,894	8,494	Limit \$.99 NH	3 Business Days
01/22/2014	22,894	8,494	Limit \$.99 NH	3 Business Days
01/29/2014	22,894	8,494	Limit \$.99 NH	3 Business Days
02/05/2014	22,894	8,494	Limit \$.99 NH	3 Business Days
02/12/2014	22,894	8,494	Limit \$.99 NH	3 Business Days
02/25/2014	22,894	8,494	Limit \$.99 NH	3 Business Days
03/05/2014	22,889	8,490	Limit \$.99 NH	3 Business Days



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June 20, 2013

Securities and Exchange Commission  
100 F Street, N.E.  
Washington, D.C. 20549-7561

Dear Sirs/Madams:

We have read Item 4 of BioSante Pharmaceuticals, Inc.'s Form 8-K dated June 20, 2013, and have the following comments:

1. We agree with the statements made in the first, second, third and fifth paragraphs of Item 4.01.
2. We have no basis on which to agree or disagree with the statements made in the fourth paragraph of Item 4.01.

Yours truly,

/s/ Deloitte & Touche LLP

Member of  
Deloitte Touche Tohmatsu Limited

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FOR IMMEDIATE RELEASE

NASDAQ: BPAX

**BioSante Pharmaceuticals and ANI Pharmaceuticals  
Announce Completion of Merger**

**Transforms BioSante into an integrated specialty branded and generic pharmaceutical company**

- Strong balance sheet with over \$10 million in cash and no debt
- Expected continued growth in annual ANI-labeled prescription revenues
- Near-term generic product development pipeline that addresses an annual market size of approximately \$760 million

**BAUDETTE, Minnesota (June 20, 2013)** — BioSante Pharmaceuticals, Inc. (NASDAQ: BPAX) announced today that it has completed the merger of its wholly-owned subsidiary with and into ANIP Acquisition Company d/b/a ANI Pharmaceuticals, Inc. (ANI) in accordance with the terms of the amended and restated agreement and plan of merger, dated as of April 12, 2013. In connection with the merger, BioSante issued to the holders of ANI series D convertible preferred stock an aggregate of 32,814,504 shares of BioSante common stock, representing approximately 57 percent of the outstanding shares of BioSante common stock immediately following the merger.

Arthur S. Przybyl, BioSante's new president and chief executive officer stated, "I'm excited to announce the completion of our merger. This merger is the catalyst for potential future growth. We now have a strong balance sheet with over \$10 million in cash and no debt. We expect to utilize the incremental cash available to us as a result of this merger in two ways: to accelerate our product development efforts and for potential accretive acquisitions. We do not expect to need this cash to fund day-to-day operations. In addition, we expect to receive royalty payments from sales of our FDA-approved testosterone gel product that is partnered with Teva, while exploring opportunities to derive value from BioSante's other assets, including LibiGel®. Our entire team is eager to continue building BioSante as an integrated specialty branded and generic pharmaceutical company for the benefit of our stakeholders."

Mr. Przybyl continued, "In 2007 we acquired two manufacturing facilities and their related contract manufacturing business that became the catalyst to launch our own prescription product line. In 2008 we launched the ANI label and we have steadily increased our annual prescription product revenues while continuing to execute on our contract manufacturing business. We currently manufacture and market seven prescription products that we either developed internally or acquired. ANDAs for five additional generic products are pending at the FDA and we expect to submit six additional ANDAs in the remainder of 2013. These eleven generic products address a total annual market size of approximately \$760 million, based on data from IMS Health."

BioSante now operates under the leadership of ANI's management team. In addition to Mr. Przybyl, the new board of directors of BioSante consists of Robert E. Brown Jr., Tracy L. Marshbanks, Ph.D. Thomas

A. Penn and Robert Schrepfer (all formerly of ANI), as well as Fred Holubow and Ross Mangano (both formerly of BioSante).

The completion of the merger, which was effective June 19, 2013, followed the approval of proposals relating to the merger by the stockholders of both companies at separate special meetings. Post-merger, BioSante now has 57.2 million shares of common stock and 65,211 shares of class C special stock outstanding.

Immediately prior to completion of the merger, the BioSante board of directors authorized, declared and effected a distribution of contingent value rights (CVRs) to holders of record of BioSante common stock outstanding immediately prior to completion of the merger at a rate of one CVR per one share of common stock. The CVRs represent payment rights arising from a future sale, transfer, license or similar transaction(s) involving BioSante's LibiGel® (female testosterone gel), including a royalty on sales of LibiGel® if the combined company launches the product on its own and if less than \$2.5 million is spent on further product development before launch.

**About BioSante and ANI**

BioSante is an integrated specialty branded and generic pharmaceutical company developing, manufacturing, and marketing branded and generic prescription pharmaceuticals through its wholly-owned subsidiary, ANI. In two facilities with combined manufacturing, packaging and laboratory capacity totaling 173,000 square feet, ANI manufactures oral solid dose products, as well as liquids and topicals, including narcotics and those that must be manufactured in a fully contained environment due to their potency and/or toxicity. ANI also performs contract manufacturing for other pharmaceutical companies. Over the last two years ANI has launched three new products and has eleven products in development. ANI's targeted areas of product development include narcotics, anti-cancers and hormones (potent compounds), and extended release niche generic product opportunities. BioSante's other products include an FDA-approved testosterone gel for male hypogonadism, which is licensed to Teva Pharmaceuticals USA, Inc. For more information please visit our websites, [www.biosantepharma.com](http://www.biosantepharma.com) and [www.anipharmaceuticals.com](http://www.anipharmaceuticals.com).

**Forward-Looking Statements**

*To the extent any statements made in this release deal with information that is not historical, these are forward-looking statements under the Private Securities Litigation Reform Act of 1995. Such statements include, but are not limited to, statements about the potential benefits of the merger, the combined company's plans, objectives, expectations and intentions with respect to future operations and products, its anticipated financial position, operating results and growth prospects and other statements that are not historical in nature, particularly those that utilize terminology such as "anticipates," "will," "expects," "plans," "potential," "future," "believes," "intends," "continue," "should," "estimates," other words of similar meaning, derivations of such words and the use of future dates. Forward-looking statements by their nature address matters that are, to different degrees, uncertain. Uncertainties and risks may cause actual results to be materially different than those expressed in or implied by such forward-looking statements. Particular uncertainties and*

*risks include, among others, the failure to realize the anticipated benefits from the merger or delay in realization thereof; the businesses of BioSante and ANI may not be combined successfully, or such combination may take longer, be more difficult, time-consuming or costly to accomplish than expected; operating costs and business disruption following the merger, including adverse effects on employee retention and on business relationships with third parties; the risk that the combined company will need the incremental cash resulting from the merger for day-to-day operations, reducing the amount available for product development efforts and potential acquisitions; the risk that royalty payments from sales of the company's FDA-approved testosterone gel product will be lower than expected; the risk that the CVRs may not result in future payments to the holders thereof; general business*

*and economic conditions; the combined company's need for and ability to obtain additional financing; the difficulty of developing pharmaceutical products, obtaining regulatory and other approvals and achieving market acceptance; and the marketing success of the combined company's licensees or sublicensees. More detailed information on these and additional factors that could affect the combined company's actual results are described in BioSante's filings with the Securities and Exchange Commission, including its most recent annual report on Form 10-K and quarterly report on Form 10-Q, as well as BioSante's joint proxy statement/prospectus, filed with the Securities and Exchange Commission on May 8, 2013. All forward-looking statements in this news release speak only as of the date of this news release and are based on the combined company's current beliefs and expectations. The combined company undertakes no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.*

For more information about BioSante and ANI, please contact:

Arthur S. Przybyl  
(218) 634-3608  
aprzybyl@biosantepharma.com





FOR IMMEDIATE RELEASE

NASDAQ: BPAX

### BioSante Pharmaceuticals Receives NASDAQ Delisting Determination Letter

Bid Price for Common Stock is Lower than Required Minimum Price due to "Change of Control" Merger

BioSante Intends to Effect a Reverse Stock Split to Regain Compliance

**BAUDETTE, Minnesota (June 21, 2013)** — BioSante Pharmaceuticals, Inc. (NASDAQ: BPAX) announced today that on June 20, 2013, it received a letter from NASDAQ informing BioSante that, since the merger with ANIP Acquisition Company d/b/a ANI Pharmaceuticals, Inc. (ANI) constituted a business combination resulting in a change of control under Listing Rule 5110(a), BioSante was required to meet the initial listing criteria for the NASDAQ Global Market. The letter continued that, since BioSante did not meet the minimum \$4 bid price requirement for initial listings under Listing Rule 5405(a)(1), NASDAQ had determined to delist BioSante's securities, and that BioSante could appeal this determination.

As part of its preparations for the merger, BioSante anticipated the delisting letter and intends to appeal the determination and request a hearing before the NASDAQ Hearings Panel. This hearing request, if made within the required timeframe, would mean that BioSante's securities remain listed at least until the panel renders its decision.

In the meantime, to address the bid price deficiency, the Company intends to hold, as soon as practicable, a special meeting of its stockholders to approve a reverse split of its common stock, among other matters. The purpose would be to increase the per share market price for the common stock to a level greater than the minimum \$4 bid price in order to regain compliance with the NASDAQ Listing Rules.

#### Important Additional Information for Stockholders

This communication in this press release does not constitute a solicitation of any vote or approval. In connection with the proposed reverse split, BioSante is filing with the SEC a proxy statement, the definitive version of which will be sent to the stockholders of BioSante. **Stockholders are urged to read the proxy statement (including any amendments or supplements) and other documents filed with the SEC carefully in their entirety when they become available because they will contain important information about BioSante and the proposed reverse split.**

Stockholders will be able to obtain free copies of the proxy statement (when available) and other documents filed with the SEC on the SEC's web site at [www.sec.gov](http://www.sec.gov). Free copies of the proxy statement (when available) and other documents filed with the SEC also can be obtained by directing a request to

BioSante, Attention: Investor Relations, telephone: (218) 634-3500. In addition, stockholders may access copies of the documents filed with the SEC by BioSante on BioSante's website at [www.biosantepharma.com](http://www.biosantepharma.com).

BioSante and its directors and executive officers and other persons may be deemed to be participants in the solicitation of proxies in respect of the proposed reverse stock split. Information regarding BioSante's directors and executive officers is available in BioSante's joint proxy statement/prospectus filed with the SEC on May 8, 2013.

#### About BioSante and ANI

BioSante is an integrated specialty branded and generic pharmaceutical company developing, manufacturing, and marketing branded and generic prescription pharmaceuticals through its wholly-owned subsidiary, ANI. In two facilities with combined manufacturing, packaging and laboratory capacity totaling 173,000 square feet, ANI manufactures oral solid dose products, as well as liquids and topicals, including narcotics and those that must be manufactured in a fully contained environment due to their potency and/or toxicity. ANI also performs contract manufacturing for other pharmaceutical companies. Over the last two years ANI has launched three new products and has eleven products in development. ANI's targeted areas of product development include narcotics, anti-cancers and hormones (potent compounds), and extended release niche generic product opportunities. BioSante's other products include an FDA-approved testosterone gel for male hypogonadism, which is licensed to Teva Pharmaceuticals USA, Inc. For more information please visit our websites, [www.biosantepharma.com](http://www.biosantepharma.com) and [www.anipharmaceuticals.com](http://www.anipharmaceuticals.com).

#### Forward-Looking Statements

*To the extent any statements made in this release deal with information that is not historical, these are forward-looking statements under the Private Securities Litigation Reform Act of 1995. Such statements include, but are not limited to, statements about the potential benefits of the merger, the combined company's plans, objectives, expectations and intentions with respect to future operations and products, its anticipated financial position, operating results and growth prospects and other statements that are not historical in nature, particularly those that utilize terminology such as "anticipates," "will," "expects," "plans," "potential," "future," "believes," "intends," "continue," "should," "estimates," other words of similar meaning, derivations of such words and the use of future dates. Forward-looking statements by their nature address matters that are, to different degrees, uncertain. Uncertainties and risks may cause actual results to be materially different than those expressed in or implied by such forward-looking statements. Particular uncertainties and risks include, among others, the risk that BioSante's stockholders may not approve the reverse split, that the reverse split will not result in a sustained increase in the per share market price for the common stock for the minimum period necessary to permit BioSante to comply with the minimum bid price requirement, or that the NASDAQ Hearings Panel may not grant the Company's request for initial listing. Any of these events could cause Biosante's common stock to be delisted from the NASDAQ Global Market. Uncertainties and risks also include, among others, the failure to realize the anticipated benefits from the merger or delay in realization thereof; the businesses of BioSante and ANI may not be combined successfully, or such combination may take*

*longer, be more difficult, time-consuming or costly to accomplish than expected; operating costs and business disruption following the merger, including adverse effects on employee retention and on business relationships with third parties; the risk that the combined company will need the incremental cash resulting from the merger for day-to-day operations, reducing the amount available for product development efforts and potential acquisitions; the risk that royalty payments from sales of the company's FDA-approved testosterone gel product will be lower than expected; the risk that the CVRs may not result in future payments to the holders thereof; general business and economic conditions; the combined company's*

*need for and ability to obtain additional financing; the difficulty of developing pharmaceutical products, obtaining regulatory and other approvals and achieving market acceptance; and the marketing success of the combined company's licensees or sublicensees. More detailed information on these and additional factors that could affect the combined company's actual results are described in BioSante's filings with the Securities and Exchange Commission, including its most recent annual report on Form 10-K and quarterly report on Form 10-Q, as well as BioSante's joint proxy statement/prospectus, filed with the Securities and Exchange Commission on May 8, 2013. All forward-looking statements in this news release speak only as of the date of this news release and are based on the combined company's current beliefs and expectations. The combined company undertakes no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.*

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