
**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):
August 27, 2004

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 August 27, 2004, BioSante Pharmaceuticals, Inc. entered into a Second Amendment to Lease with Highlands Park Associates effective as of September 1, 2004. The Amendment amends the Lease, dated as of September 15, 1997, as amended, between BioSante and Highlands Park Associates. The Amendment is filed as Exhibit 10.1 to this report and is incorporated herein by this reference.

The Amendment, among other things:

- extended the term of the Lease, as amended, from October 31, 2004 to October 31, 2006;
- decreased the monthly minimum base rent from approximately \$7,300 per month to approximately \$6,018 per month;
- set November 1, 2005, as the next date for a minimum base rent increase;
- provided for an additional security deposit payment of \$20,000; and
- eliminated the right of either BioSante or Highlands Park Associates to terminate the Lease, as amended, prior to the end of the term by giving the other party at least 60 days prior written notice.

Section 9 — Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

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

<i>Exhibit No.</i>	<i>Description</i>
10.1	Second Amendment to Lease dated as of September 1, 2004, by and between BioSante Pharmaceuticals, Inc. and Highlands Park Associates.

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
Phillip B. Donenberg
Chief Financial Officer, Treasurer and Secretary

Dated: September 1, 2004

EXHIBIT INDEX

**EXHIBIT
NUMBER**

DESCRIPTION

10.1	Second Amendment to Lease dated as of September 1, 2004, by and between BioSante Pharmaceuticals, Inc. and Highlands Park Associates.
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SECOND AMENDMENT TO LEASE

THIS AMENDMENT, Made and entered into as of the 1st day of September, 2004, by and between Highlands Park Associates, Landlord, and BioSante Pharmaceuticals, Inc., Tenant.

WITNESSETH:

WHEREAS, under date of September 15, 1997, Landlord and Tenant entered into a written lease (the "Lease") and subsequently amended on September 18, 2003, covering the premises located at 4600 A&B Highlands Parkway, Smyrna, Cobb County, Georgia 30082, and

WHEREAS, the parties desire to amend said lease as set out hereinafter,

NOW, THEREFORE, for One (\$1.00) Dollar and other valuable consideration paid by each of the parties to the other, receipt of which is hereby acknowledged, it is agreed between the parties as follows:

This Amendment is effective immediately, and is subject to all the terms and conditions of the aforementioned lease, which lease shall remain in full force and effect, except that:

1. SECTION 2. TERM. The Term of the Lease is extended through October 31, 2006, at midnight.
 2. SECTION 3(a). RENT. Beginning September 1, 2004, Monthly Minimum Base Rent shall be Six Thousand Eighteen and Sixty-Seven Hundredths (\$6,018.67) Dollars.
 3. SECTION 3(b). RENT. The increase in Minimum Base Rent described herein shall apply. The next date of increase in Minimum Base Rent shall be November 1, 2005 and thereafter on each November 1st during the remaining Term of the Lease.
 4. SECTION 5. SECURITY DEPOSIT. Upon execution and delivery of this Amendment, Tenant shall deposit with Landlord Twenty Thousand and No Hundredths (\$20,000.00) Dollars toward additional security deposit. The total security deposit then held by Landlord shall be Twenty Nine Thousand One Hundred Seventy-Six and No Hundredths (\$29,176.00) Dollars.
 5. EXHIBIT B. SECTION 48. PARTIAL SECURITY DEPOSIT REFUND. This section is deleted.
 6. EXHIBIT B. SECTION 49. RESTORATION IMPROVEMENTS. Landlord hereby notifies Tenant of Landlord's request to restore the Premises as per this Section 49. Tenant hereby acknowledges receipt of such notice (notwithstanding the Notice requirements in Section 36 of the Lease). The final, detailed plans and specifications for the restoration work shall be provided by Tenant and approved by Landlord, which approval shall not be unreasonably withheld or delayed. All
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such work shall be completed in good and workmanlike condition and according to all applicable governmental requirements. The work may be started at any time but shall be substantially complete prior to the expiration of the Term of the Lease. Tenant shall continue to pay all rentals through the date of substantial completion of the work if such completion data is after the expiration of the Term.

7. FIRST AMENDMENT TO LEASE. PARAGRAPH 3. EARLY TERMINATION. This paragraph is deleted.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the date and year first above written.

LANDLORD: HIGHLANDS PARK ASSOCIATES

By: Dennard Cobb Properties, Inc.
Managing General Partner

/s/ Don W. Dennard

By: Don W. Dennard
Its: President

TENANT: BIOSANTE PHARMACEUTICALS, INC.

/s/ Phillip B. Donenberg

(Signature)
By: Phillip B. Donenberg

(Print Name)
Its: CFO

(Title)