

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 15, 2014**

ANTRIABIO, INC.

(Name of registrant in its charter)

Delaware
(State or jurisdiction
of incorporation or
organization)

000-54495
(Commission File
Number)

27-3440894
(IRS Employer
Identification No.)

**890 Santa Cruz
Menlo Park, CA 94025**
(Address of principal executive offices)

(650) 241-9330
(Registrant's telephone number)

(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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Item 1.01 Entry into a Material Definitive Agreement

Bridge Financing

On January 15, 2014, AntriaBio, Inc. (the "**Company**" "**we**" "**us**" and "**our**") closed a private placement financing transaction (the "**Bridge Financing**") with a number of accredited investors. Pursuant to a Subscription Agreement (the "**Subscription Agreement**") and other Bridge Financing transaction documents, we issued 8% unsecured convertible promissory notes (each a "**Note**" and collectively, the "**Notes**") with an attached common stock purchase warrant (each a "**Warrant**" and collectively, the "**Warrants**") to purchase shares of our common stock equal to one-half of the principal amount of such Note. We received gross cash proceeds of \$ 2,703,000, excluding placement agent compensation, transaction costs, fees and expenses in the Bridge Financing.

Notes

The Notes bear interest at a rate of 8% per annum and are payable in a single cash payment on the date that is six (6) months from the date of issuance (the "**Maturity Date**"). In the event we issue equity securities in a transaction or series of related transactions (the "**Qualified Financing**") resulting in aggregate gross proceeds to us of at least \$3,000,000, the Notes and any accrued but unpaid interest thereon will automatically convert into equity securities issued pursuant to the Qualified Financing at a conversion price equal to \$0.21 per share (the "**Conversion Price**"). In the event the Notes are not automatically converted pursuant to a Qualified Financing prior to the Maturity Date, the holders of the Notes may elect to voluntarily convert the Notes into shares of our common stock (the "**Conversion Shares**") at the Conversion Price.

Warrants

The Warrants permit the holders to purchase shares of our common stock at an exercise price of \$0.315 (the "**Exercise Price**") per share (each a "**Warrant Share**" and collectively, the "**Warrant Shares**") for a period of three years. The Exercise Price and the number of Warrant Shares is subject to adjustment upon certain events, such as stock splits, combinations, dividends, distributions, reclassifications, mergers or other corporate change and dilutive issuances.

Bridge Conversion Warrant

As part of the compensation we agreed to pay the placement agent (the "**Placement Agent**"), we will issue to the Placement Agent a warrant (the "**Bridge Conversion Warrant**") to purchase such number of shares of the Company's common stock equal to 15% of the total outstanding principal amount of the Notes issued in the Bridge Financing that are converted into our equity securities. The Bridge Conversion Warrant is exercisable for seven (7) years from the date of issuance with a per share exercise price of \$0.26. The Bridge Conversion Warrant contains cashless exercise rights, and shall be adjusted both as to the number of shares and price into which and at which they are exercisable, based on any splits, conversions, or reorganizations that affect the Company's common stock. Additionally, in the event that we reduce the strike or exercise price of any of its outstanding options or warrants, we will reduce the exercise price of the Bridge Conversion Warrants by the same percentage. We will file the form of the Bridge Conversion Warrant on a Form 8-K upon issuance of the Bridge Conversion Warrants to the Placement Agent.

Registration Rights

In connection with the issuance of the Notes, the Warrants and the Bridge Conversion Warrant, we granted the holders thereof registration rights whereby we agreed that within thirty (30) days following the final closing of a Qualified Financing, we will file a registration statement (the "**Registration Statement**") under the Securities Act of 1933, as amended (the "**Securities Act**"), covering the Conversion Shares and the Warrant Shares. We agreed to take all necessary actions and make all necessary filings to keep the Registration Statement effective for a period that extends from the first date on which the United States Securities and Exchange Commission (the "**SEC**") issues an order of effectiveness in relation to the Registration Statement until such date as our legal counsel issues a legal opinion asserting that the Conversion Shares and Warrant Shares are available for resale under Rule 144 of the Securities Act.

The foregoing description of the Notes, the Warrants and the Subscription Agreement is not intended to be complete and is qualified in its entirety by the complete text of the form of the Note, the Warrant and the Subscription Agreement, are attached hereto as Exhibits 4.1, 4.2 and 10.1, respectively, to this Current Report on Form 8-K.

8% Convertible Unsecured Notes

In connection with the Bridge Financing, we entered into letter agreements (the "**Letter Agreements**") with certain holders (the "**Existing Holders**") of an aggregate principal amount of \$2,932,500 of our outstanding 8% convertible promissory notes (the "**Existing Notes**"). Pursuant to the terms of the Letter Agreements, the Existing Holders agreed to amend their Existing Notes to: (i) fix the conversion price for the conversion of the Existing Notes into shares of our common stock at \$0.25 per share; (ii) require mandatory conversion of the Existing Notes upon a Qualified Financing; and (iii) change the definition of "qualified financing" in each Existing Note.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information disclosed in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03

Item 3.02 Unregistered Sales of Equity Securities

The information disclosed in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02. The sale and issuance of the Notes and the Warrants and the issuance of shares of our common stock upon the exercise or conversion thereof have been determined to be exempt from registration under the Securities Act, in reliance on Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering, in which the investors are accredited and have acquired the securities for investment purposes only and not with a view to or for sale in connection with any distribution thereof. Such shares may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

Item 7.01. Regulation FD Disclosure.

On January 16, 2014, we issued the press release attached hereto as Exhibit 99.1 announcing the closing of the Bridge Financing. In accordance with General Instruction B.2 of Form 8-K, the information set forth herein and in the press release is deemed to be “furnished” and shall not be deemed to be “filed” for purposes of the Securities Exchange Act of 1934, as amended. The information set forth in Item 7.01 of this Current Report on Form 8-K shall not be deemed an admission as to the materiality of any information in this Current Report on Form 8-K that is required to be disclosed solely to satisfy the requirements of Regulation FD.

Item 9.01 Financial Statements and Exhibits

EXHIBIT	DESCRIPTION
4.1	Form of Note
4.2	Form of Warrant
10.1	Form of Subscription Agreement
99.1	Press Release, dated January 16, 2014*

* The following exhibit relating to Item 7.01 is intended to be furnished to, not filed with, the SEC pursuant to Regulation FD.

SIGNATURES

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.

ANTRIABIO, INC.

DATE: January 16, 2014

By: /s/ Nevan Elam
Nevan Elam
Chief Executive Officer & Chairman of the Board

EXHIBIT INDEX

EXHIBIT	DESCRIPTION
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4.2	Form of Warrant
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99.1	Press Release, dated January 16, 2014*

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THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES TO BE DELIVERED HEREUNDER AND UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE. THIS NOTE AND THE SECURITIES TO BE DELIVERED HEREUNDER AND UPON CONVERSION HEREOF HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. NO SALE, ASSIGNMENT, TRANSFER FOR VALUE, PLEDGE OR OTHER ENCUMBRANCE OF EITHER THIS CONVERTIBLE PROMISSORY NOTE OR ANY SUCH SECURITIES MAY BE MADE UNLESS SUCH TRANSACTION IS MADE PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS OR THE MAKER IS PROVIDED WITH AN OPINION OF COUNSEL, SATISFACTORY TO THE MAKER, STATING THAT SUCH SALE, ASSIGNMENT, PLEDGE OR OTHER TRANSFER IS IN COMPLIANCE WITH EXEMPTIONS FROM REGISTRATION UNDER SUCH ACT AND APPLICABLE LAWS.

CONVERTIBLE UNSECURED PROMISSORY NOTE

\$XX0,000.00

[Date]

FOR VALUE RECEIVED, ANTRIABIO, INC., a Delaware corporation ("**Maker**"), hereby promises to pay to _____ ("**Holder**") the principal amount of _____ (\$____), together with interest thereon at a fixed simple interest rate of eight percent (8%) per annum. The principal amount has been delivered to Maker pursuant to wire transfer instructions attached to this Convertible Promissory Note (this "**Promissory Note**") as Exhibit A.

This Promissory Note is part of a series of Promissory Notes issued by Maker in a bridge note financing (the "**Bridge Financing**").

Principal and accrued interest on this Promissory Note, to the extent not previously paid in cash or converted as described below, shall be due and payable in cash in a single payment on the date which is six (6) months from the date hereof (the "**Maturity Date**").

In connection with issuance of this Promissory Note, Holder will be issued, at no additional cost to Holder, a warrant (the "**Note Warrant**") to purchase a number of shares of the Maker's common stock (the "**Shares**") equal to one-half of the principal amount of this Promissory Note. The Note Warrant shall have an exercise price of \$0.315 per Share (the "**Exercise Price**"). The number of shares into which the warrant is exercisable, and the price at which it may be exercised will be adjusted to reflect any splits, conversions, or other reorganizations, in the same manner as the shares into which the warrants are exercisable. The Note Warrant will be exercisable at the option of the Holder at any time after the date hereof (the "**Effective Date**"), but not later than three (3) years after the Effective Date.

If Maker issues equity securities ("**Equity Securities**") in a transaction or series of related transactions resulting in aggregate gross proceeds to Maker of at least \$3,000,000 (a "**Qualified Financing**"), then the Promissory Note, and any accrued but unpaid interest thereon,

will **automatically** convert into the Equity Securities issued pursuant to the Qualified Financing at a conversion price expected to equal \$0.21 per Share (the “**Conversion Price**”).

To the extent that the Promissory Note is not automatically converted pursuant a Qualified Financing as described above, prior to the Maturity Date, the Holder may elect to voluntarily convert the Promissory Note into Shares at the Conversion Price. In the event the Holder elects to do so, he, she, or it shall give written notice of his, her, or its election no less than five (5) days prior to the Maturity Date.

Maker and Holder agree that Maker will file a registration statement (the “**Registration Statement**”) under the Securities Act of 1933, as amended (the “**Securities Act**”) within thirty (30) days of the final closing of a Qualified Financing. Maker and Holder agree that such Registration Statement shall include all of Holder’s Shares issued or issuable pursuant to this Promissory Note including Shares issuable upon a conversion of this Promissory Note and Shares issuable upon exercise of the Note Warrant (collectively, the “**Registrable Shares**”). Holder agrees that Holder will allow Maker to register all of Holder’s Registrable Shares on the Registration Statement. Maker agrees to take all necessary actions and make all necessary filings to keep the Registration Statement effective for a period that extends from the first date on which the Securities and Exchange Commission issues an order of effectiveness in relation to the Registration Statement until such date as Maker’s counsel issues a legal opinion asserting that the Registrable Shares are available for resale under Rule 144 of the Securities Act (the “**Legal Opinion**”). All expenses of registration and the Legal Opinion will be borne by Maker, except that Holder will be responsible for all underwriting discounts and selling commissions applicable to the sale of Registrable Shares and all fees and disbursements of counsel or other advisers for such Holder. As a condition to any registration hereunder, Holder must promptly furnish in writing to Maker (and in any event within 15 days of request) such information regarding Holder and the distribution proposed by Holder as Maker may reasonably request and as may be required in connection with any registration, qualification, or efforts to comply with applicable laws, rules and regulations, and to execute such documents in connection with such registration as Maker may reasonably request, and will be solely responsible therefor.

Maker understands and agrees that its obligations to file the Registration Statement to register the Registrable Shares is a contractual obligation (the “**Registration Rights**”) and that the Registration Rights granted hereunder shall have priority registration rights over any registration rights granted by Maker prior to the final closing of the Bridge Financing, but such Registration Rights shall rank pari passu to any registration rights granted by Maker to Paulson Investment Company, Inc. (“**PIC**”) on securities Maker issues to PIC as compensation for services rendered in connection with the Bridge Financing and/or a Qualified Financing.

Default in the payment of the principal of or interest on this Promissory Note when the same becomes due and payable shall constitute an event of default hereunder. Upon the occurrence of an event of default, or at any time thereafter during the continuance of any such event, the Holder may, with or without notice to the Maker, declare this Promissory Note to be forthwith due and payable, whereupon this Promissory Note and the indebtedness evidenced hereby shall forthwith be due and payable, both as to principal and interest, without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived, anything

contained herein or in any other instrument executed in connection with or securing this Promissory Note to the contrary notwithstanding.

If the Maker sells all or substantially all of its assets to a third party, merges, or consolidates with another entity, or engages in any other transaction with a third party requiring approval of the shareholders of the Maker, Maker shall give prompt notice to the Holder, and Holder may immediately convert the principal amount of and accrued interest on this Promissory Note into Shares at the Share Conversion Price at any time prior to the consummation of such transaction.

If this Promissory Note becomes due and payable on Saturday, Sunday or other day on which commercial banks are authorized or permitted to close under the laws of the State of Delaware, the maturity of this Promissory Note shall be extended to the next succeeding business day.

If the payment of principal or any payment of interest or both is more than five (5) days late, the Maker agrees to pay the Holder a late charge equal to five percent (5%) of the amount then due and payable (the "**Late Fee**"). The provisions of this Promissory Note establishing a Late Fee shall not be deemed to extend the time for any payment due or to constitute a "grace period" giving the Maker a right to cure such default.

This Promissory Note and the Securities (as defined below) to be issued in connection herewith and upon conversion hereof may not be offered, sold or otherwise disposed of except under circumstances which will not result in a violation of the Securities Act. Upon conversion of this Promissory Note, the Holder hereof will be required to confirm in writing, by executing the form attached as Schedule 1 to Exhibit A hereto, that the Shares so purchased are being acquired for investment and not with a view toward distribution or resale. This Promissory Note, the Note Warrant, and all Shares issued upon Conversion hereof or upon the exercise of the Note Warrant (unless registered under the Securities Act) shall be stamped or imprinted with a legend in substantially the following form:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED FOR VALUE, PLEDGED, HYPOTHECATED, OR OTHERWISE ENCUMBERED, UNLESS SUCH TRANSACTION IS MADE PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS OR THE ISSUER IS PROVIDED WITH AN OPINION OF COUNSEL, SATISFACTORY TO THE ISSUER, STATING THAT SUCH SALE, PLEDGE OR OTHER TRANSFER IS IN COMPLIANCE WITH EXEMPTIONS FROM REGISTRATION UNDER SUCH ACT AND APPLICABLE LAWS."

With respect to any offer, sale or other disposition of this Promissory Note, the Note Warrant, or any Shares issuable upon conversion of this Promissory Note or exercise of the Note Warrant (collectively, the "**Securities**"), prior to registration of such Securities, the Holder hereof and each subsequent Holder of this Promissory Note will be required to give written notice to the

Maker prior thereto, describing briefly the manner thereof, together with a written opinion of such Holder's counsel reasonably acceptable to the Maker's counsel. Such opinion shall provide that the contemplated offer, sale or other disposition may be effected without registration or qualification (under the Securities Act as then in effect or any federal or state law then in effect) of such Securities and indicating whether or not under the Securities Act this Promissory Note or certificates for such Securities to be sold or otherwise disposed of require any restrictive legend as to applicable restrictions on transferability in order to ensure compliance with applicable law. Promptly upon receiving such written notice and reasonably satisfactory opinion, if so requested, except to the extent otherwise provided herein, the Maker, as promptly as practicable, shall notify such Holder that such Holder may sell or otherwise dispose of this Promissory Note or such Securities, all in accordance with the terms of the notice delivered to the Maker. If a determination has been made pursuant to this paragraph that the opinion of counsel for the Holder is not reasonably satisfactory to the Maker, the Maker shall so notify the Holder promptly after such determination has been made and neither this Promissory Note nor any Securities shall be sold or otherwise disposed of until such disagreement has been resolved. The foregoing notwithstanding, this Promissory Note or such Securities may as to such federal laws, be offered, sold or otherwise disposed of in accordance with Rule 144 under the Securities Act, provided that the Maker shall have been furnished with such information as the Maker may reasonably request to provide a reasonable assurance that the provisions of Rule 144 have been satisfied. This Promissory Note and each certificate representing the Securities thus transferred (except a transfer pursuant to Rule 144) shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with such laws, unless in the aforesaid opinion of counsel for the Holder, reasonably acceptable to the Maker, such legend is not required in order to ensure compliance with such laws. The Maker may issue stop transfer instructions to its transfer agent or, if acting as its own transfer agent, the Maker may stop transfer on its corporate books, in connection with such restrictions.

Any provision of this Promissory Note that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

This Promissory Note is not transferable or assignable by the Maker without the consent of the Holder. This Promissory Note is not transferable or assignable by the Holder without the consent of the Maker. If this Promissory Note is collected by law or through an attorney at law, or under advice therefrom, the Maker agrees to pay all costs of collection, including reasonable attorneys' fees. Reasonable attorneys' fees are defined to include, but not be limited to, all fees incurred in all matters of collection and enforcement, trial proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings and any post judgment collection efforts.

Any failure to exercise any right, remedy or recourse hereunder shall not be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to a subsequent event.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the Maker or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the Maker shall notify the Holder, in writing, that the Maker elects to have such excess sum returned to the Maker forthwith.

The Maker hereby waives demand, presentment, protest, notice of nonpayment or dishonor, and any other notice required by law and agrees that its payment obligations hereunder shall not be affected by any renewal or extension of the time of payment hereof, or by any indulgences.

This Promissory Note shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of law provisions. This Promissory Note may not be modified or amended and no provision hereof may be waived except by a written instrument executed by the parties to be bound thereby.

ANTRIABIO, INC.

By: _____
Name: Nevan Elam
Title: Chief Executive Officer

EXHIBIT A

EXHIBIT B

NOTICE OF CONVERSION
(please print)

To: ANTRIABIO, INC.

1. In accordance with that certain Convertible Promissory Note issued by ANTRIABIO, INC. to _____ on **[Date of Issuance]** (the "Promissory Note"), the undersigned hereby elects to convert the principal amount of the Promissory Note, together with accrued but unpaid interest, as provided therein. If applicable, insert principal amount of Promissory Note being converted: \$_____.

2. Please issue a certificate or certificates representing Shares in the name of the undersigned or in such other name or names as are specified below:

(Name)

(Address)

3. The undersigned represents that the aforesaid Shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such Shares. In support thereof, the undersigned has executed an Investment Representation Statement attached hereto as Schedule 1.

4. All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Promissory Note.

(Signature)

(Date)

Contact telephone: _____

Email: _____

SCHEDULE 1

INVESTMENT REPRESENTATION STATEMENT

Purchaser:
Company ANTRIABIO, INC.
Security: Common Stock
Amount:
Date:

Capitalized terms used in this Schedule 1 have the meanings defined in the Promissory Note unless otherwise defined herein.

In connection with the purchase of the above-listed securities (the "Shares") pursuant to that certain Convertible Promissory Note issued by ANTRIABIO, INC. to _____ on [Date of Issuance] (the "Promissory Note"), the undersigned (the "Purchaser") represents to the Maker as follows:

- (a) The Purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Promissory Note and is able to bear the economic risk of loss of its entire investment.
- (b) The Purchaser is aware of the Maker's business affairs and financial condition, and has acquired information about the Maker sufficient to reach an informed and knowledgeable decision to acquire the Shares. The Purchaser is acquiring the Shares for his own account for investment purposes only and not with a view to, or for the resale in connection with, any "distribution" thereof for purposes of the Securities Act.
- (c) The Purchaser understands that the Shares have not been registered under the Securities Act or applicable state securities laws and the Shares are being offered and sold to the Purchaser in reliance upon Rule 506 of Regulation D.
- (d) The Purchaser further understands that the Shares must be held indefinitely unless subsequently registered under the Securities Act and any applicable state securities laws, or unless an exemption from registration is otherwise available.
- (e) The Purchaser is an Accredited Investor that satisfies one or more of the categories of Accredited Investor indicated below (**the Purchaser must initial "on the appropriate line(s)":**

- _____ Category 1. A bank, as defined in Section 3(a)(2) of the Securities Act, whether acting in its individual or fiduciary capacity; or
 - _____ Category 2. A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; or
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- _____ Category 3. A broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*, as amended; or
- _____ Category 4. An insurance company as defined in Section 2(a)(13) of the Securities Act; or
- _____ Category 5. An investment company registered under the United States *Investment Company Act of 1940*; or
- _____ Category 6. A business development company as defined in Section 2(a)(48) of the United States *Investment Company Act of 1940*; or
- _____ Category 7. A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States *Small Business Investment Act of 1958*; or
- _____ Category 8. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of \$5,000,000; or
- _____ Category 9. An employee benefit plan within the meaning of the United States *Employee Retirement Income Security Act of 1974* in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or
- _____ Category 10. A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*; or
- _____ Category 11. An organization described in Section 501(c)(3) of the United States *Internal Revenue Code*, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Shares offered, with total assets in excess of \$5,000,000; or
- _____ Category 12. Any director or executive officer of the Corporation; or
- _____ Category 13. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds \$1,000,000; provided, however, that (i) person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the

primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability; or

_____ Category 14. A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

_____ Category 15. A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act; or

_____ Category 16. Any entity in which all of the equity owners meet the requirements of at least one of the above categories.

- (f) The Purchaser is aware of the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired by non-affiliates of the issuer thereof, directly or indirectly, from the issuer (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions, if applicable, including, among other things, the availability of certain public information about the Maker and the resale occurring not less than six (6) months after the party has purchased and paid for the securities to be sold.
- (g) The Purchaser further understands that at the time Purchaser wishes to sell the Shares there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Maker may not have filed all reports and other materials required under Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, other than Form 8-K reports, during the preceding 12 months, and that, in such event, because the Maker may have been "shell company" as contemplated under Rule 144(i), Rule 144 may not be available to the Purchaser.
- (h) The Purchaser further understands that in the event all of the requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that

such persons and their respective brokers who participate in such transactions do so at their own risk.

- (i) The Purchaser has not purchased the Shares as a result of any form of “general solicitation” or “general advertising” (as used in Rule 502(c) of Regulation D), including any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television or internet or any seminar or meeting whose attendees have been invited by “general solicitation” or “general advertising”.
- (j) The Purchaser acknowledges that the representations, warranties and covenants contained in this Schedule 1 are made by it with the intent that they may be relied upon by AntriaBio, Inc. in determining its eligibility or the eligibility of others on whose behalf it is contracting thereunder to purchase Shares. It agrees that by accepting Shares it shall be representing and warranting that the representations and warranties above are true as of the issue date of the Promissory Note with the same force and effect as if they had been made by it at the issue date of the Promissory Note and that they shall survive the purchase by it of the Promissory Note and shall continue in full force and effect notwithstanding any subsequent disposition by it of such securities.
- (k) The Purchaser undertakes to notify AntriaBio, Inc. immediately of any change in any representation, warranty or other information relating to the Purchaser set forth herein which takes place prior to the issuance of the Promissory Note.

Purchaser: _____

Date: _____

Warrant Number N-[X]

THE WARRANT REPRESENTED BY THIS CERTIFICATE AND THE SHARES ISSUABLE UPON EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE. THIS WARRANT AND THE SHARES ISSUABLE UPON THE EXERCISE THEREOF HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE THEREOF MAY NOT BE PLEDGED, SOLD, ASSIGNED OR TRANSFERRED UNLESS SUCH TRANSACTION IS MADE PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS OR THE COMPANY IS PROVIDED WITH AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, ASSIGNMENT, PLEDGE OR OTHER TRANSFER IS IN COMPLIANCE WITH EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO TRANSFER OF ANY INTEREST IN THIS WARRANT OR THE SECURITIES PURCHASABLE UPON EXERCISE MAY BE EFFECTED WITHOUT FIRST SURRENDERING THIS WARRANT OR SUCH SECURITIES, AS THE CASE MAY BE, TO THE COMPANY OR ITS TRANSFER AGENT, IF ANY.

Warrant to Purchase
Shares of
Common Stock
As Herein Described

[Date]

**WARRANT TO PURCHASE COMMON STOCK OF
ANTRIABIO, INC.**

This is to certify that, for value received, _____, or a proper assignee (the "Holder"), is entitled to purchase up to _____ shares ("Warrant Shares") of common stock, \$0.001 par value per share (the "Common Stock"), of AntriaBio, Inc., a Delaware corporation (the "Company"), subject to the provisions of this Warrant Number N-[X], from the Company. This Warrant shall be exercisable at (\$0.315) per share (the "Exercise Price"). This Warrant also is subject to the following terms and conditions:

1. Exercise and Payment; Exchange.

(a) Exercise of Warrant. This Warrant may be exercised in whole or in part at any time from and after the date hereof through 5:00 p.m., on the third anniversary of the date hereof (the "Expiration Date"), at which time this Warrant shall expire and become void, but if such date is a day on which federal or state chartered banking institutions located in the State of Delaware are authorized to close, then on the next succeeding day which shall not be such a day. Exercise shall be by presentation and surrender to the Company, or at the office of any transfer

agent designated by the Company (the "Transfer Agent"), of (i) this Warrant, (ii) the attached exercise form properly executed, and (iii) a certified or official bank check for the Exercise Price for the number of shares of Common Stock issuable upon exercise of this Warrant (the "Warrant Shares") specified in the exercise form. If this Warrant is exercised in part only, the Transfer Agent shall, upon surrender of the Warrant, execute and deliver a new Warrant evidencing the rights of the Holder to purchase the remaining number of Warrant Shares purchasable hereunder. Upon receipt by the Company of this Warrant in proper form for exercise, accompanied by payment as aforesaid, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such Warrant Shares shall not then be actually delivered to the Holder.

(b) Conditions to Exercise or Exchange. The restrictions in Section 7 shall apply, to the extent applicable by their terms, to any exercise or exchange of this Warrant permitted by this Section 1.

2. Reservation of Shares. The Company shall, at all times until the Expiration Date, reserve for issuance and delivery upon exercise of this Warrant the number of Warrant Shares which shall be required for issuance and delivery upon exercise of this Warrant.

3. Fractional Interests. The Company shall not issue any fractional shares or scrip representing fractional shares upon the exercise or exchange of this Warrant. With respect to any fraction of a share resulting from the exercise or exchange hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the current fair market value per share of Common Stock, determined as follows:

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such an exchange, the current fair market value shall be the last reported sale price of the Common Stock on such exchange on the last business day prior to the date of exercise of this Warrant or, if no such sale is made on such day, the mean of the closing bid and asked prices for such day on such exchange;

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges or quoted on a national securities exchange, the current fair market value shall be the mean of the last bid and asked prices reported on the last business day prior to the date of the exercise of this Warrant by the OTC Markets Group, Inc.; or

(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the current fair market value shall be an amount, not less than book value, determined in such reasonable manner as may be prescribed by the Company in good faith.

4. No Rights as Shareholder. This Warrant shall not entitle the Holder to any rights as a shareholder of the Company, either at law or in equity. The rights of the Holder are limited to those expressed in this Warrant and are not enforceable against the Company except to the extent set forth herein.

5. Adjustments in Number and Exercise Price of Warrant Shares.

5.1 The number of shares of Common Stock for which this Warrant may be exercised and the Exercise Price therefor shall be subject to adjustment as follows:

(a) If the Company is recapitalized through the subdivision or combination of its outstanding shares of Common Stock into a larger or smaller number of shares, the number of shares of Common Stock for which this Warrant may be exercised shall be increased or reduced, as of the record date for such recapitalization, in the same proportion as the increase or decrease in the outstanding shares of Common Stock, and the Exercise Price shall be adjusted so that the aggregate amount payable for the purchase of all of the Warrant Shares issuable hereunder immediately after the record date for such recapitalization shall equal the aggregate amount so payable immediately before such record date.

(b) If the Company declares a dividend on Common Stock payable in Common Stock or securities convertible into Common Stock, the number of shares of Common Stock for which this Warrant may be exercised shall be increased as of the record date for determining which holders of Common Stock shall be entitled to receive such dividend, in proportion to the increase in the number of outstanding shares (and shares of Common Stock issuable upon conversion of all such securities convertible into Common Stock) of Common Stock as a result of such dividend, and the Exercise Price shall be adjusted so that the aggregate amount payable for the purchase of all the Warrant Shares issuable hereunder immediately after the record date for such dividend shall equal the aggregate amount so payable immediately before such record date.

(c) If the Company distributes to holders of its Common Stock, other than as part of its dissolution or liquidation or the winding up of its affairs, any shares of its Common Stock, any evidence of indebtedness or any of its assets (other than cash, Common Stock or securities convertible into Common Stock), the Company shall give written notice to the Holder of any such distribution at least fifteen (15) days prior to the proposed record date in order to permit the Holder to exercise this Warrant on or before the record date. There shall be no adjustment in the number of shares of Common Stock for which this Warrant may be exercised, or in the Exercise Price, by virtue of any such distribution.

(d) If the Company offers rights or warrants generally to the holders of Common Stock which entitle them to subscribe to or purchase additional Common Stock or securities convertible into Common Stock, the Company shall give written notice of any such proposed offering to the Holder at least fifteen (15) days prior to the proposed record date in order to permit the Holder to exercise this Warrant on or before such record date. There shall be no adjustment in the number of shares of Common Stock for which this Warrant may be exercised, or in the Exercise Price, by virtue of any such distribution.

(e) If the event, as a result of which an adjustment is made under paragraph (a) or (b) above, does not occur, then any adjustments in the Exercise Price or number of shares issuable that were made in accordance with such paragraph (a) or (b) shall be adjusted to the Exercise Price and number of shares as were in effect immediately prior to the record date for such event.

5.2 In the event of any reorganization or reclassification of the outstanding shares of Common Stock (other than a change in par value or from no par value to par value, or from par value to no par value, or as a result of a subdivision or combination) or in the event of any consolidation or merger of the Company with another entity after which the Company is not the surviving entity, at any time prior to the expiration of this Warrant, upon subsequent exercise of this Warrant the Holder shall have the right to receive the same kind and number of shares of common stock and other securities, cash or other property as would have been distributed to the Holder upon such reorganization, reclassification, consolidation or merger had the Holder exercised this Warrant immediately prior to such reorganization, reclassification, consolidation or merger, appropriately adjusted for any subsequent event described in this Section 5. The Holder shall pay upon such exercise the Exercise Price that otherwise would have been payable pursuant to the terms of this Warrant. If any such reorganization, reclassification, consolidation or merger results in a cash distribution in excess of the then applicable Exercise Price, the holder may, at the Holder's option, exercise this Warrant without making payment of the Exercise Price, and in such case the Company shall, upon distribution to the Holder, consider the Exercise Price to have been paid in full, and in making settlement to the Holder, shall deduct an amount equal to the Exercise Price from the amount payable to the Holder. In the event of any such reorganization, merger or consolidation, the corporation formed by such consolidation or merger or the corporation which shall have acquired the assets of the Company shall execute and deliver a supplement hereto to the foregoing effect, which supplement shall also provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this Warrant.

5.3 If the Company shall, at any time before the expiration of this Warrant, dissolve, liquidate or wind up its affairs, the Holder shall have the right to receive upon exercise of this Warrant, in lieu of the shares of Common Stock of the Company that the Holder otherwise would have been entitled to receive, the same kind and amount of assets as would have been issued, distributed or paid to the Holder upon any such dissolution, liquidation or winding up with respect to such Common Stock receivable upon exercise of this Warrant on the date for determining those entitled to receive any such distribution. If any such dissolution, liquidation or winding up results in any cash distribution in excess of the Exercise Price provided by this Warrant, the Holder may, at the Holder's option, exercise this Warrant without making payment of the Exercise Price and, in such case, the Company shall, upon distribution to the Holder, consider the Exercise Price to have been paid in full and, in making settlement to the Holder, shall deduct an amount equal to the Exercise Price from the amount payable to the Holder.

6. Notices to Holder. So long as this Warrant shall be outstanding (a) if the Company shall pay any dividends or make any distribution upon the Common Stock otherwise than in cash or (b) if the Company shall offer generally to the holders of Common Stock the right to subscribe to or purchase any shares of any class of Common Stock or securities convertible into Common Stock or any similar rights or (c) if there shall be any capital reorganization of the Company in which the Company is not the surviving entity, recapitalization of the capital stock of the Company, consolidation or merger of the Company with or into another corporation, sale, lease or other transfer of all or substantially all of the property and assets of the Company, or voluntary or involuntary dissolution, liquidation or winding up of the Company, then in such event, the Company shall cause to be mailed to the Holder, at least thirty (30) days prior to the relevant date described below (or such shorter period as is reasonably possible if thirty (30) days is not reasonably possible), a notice containing a description of the proposed action and stating the date or expected date on which a record of the Company's shareholders is to be taken for the purpose of

any such dividend, distribution of rights, or such reclassification, reorganization, consolidation, merger, conveyance, lease or transfer, dissolution, liquidation or winding up is to take place and the date or expected date, if any is to be fixed, as of which the holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such event.

7. Transfer, Exercise, Exchange, Assignment or Loss of Warrant, Warrant Shares or Other Securities.

7.1 This Warrant may be transferred, exercised, exchanged or assigned (“transferred”), in whole or in part, subject to the following restrictions. This Warrant and the Warrant Shares or any other securities (“Other Securities”) received upon exercise of this Warrant shall be subject to restrictions on transferability until registered under the Securities Act of 1933, as amended (the “Securities Act”), unless an exemption from registration is available. Until this Warrant and the Warrant Shares or Other Securities are so registered, this Warrant and any certificate for Warrant Shares or Other Securities issued or issuable upon exercise of this Warrant shall contain a legend on the face thereof, in form and substance satisfactory to counsel for the Company, stating that this Warrant the Warrant Shares or Other Securities may not be sold, transferred or otherwise disposed of unless, in the opinion of counsel satisfactory to the Company, which may be counsel to the Company, that this Warrant, the Warrant Shares or Other Securities may be transferred without such registration. This Warrant and the Warrant Shares or Other Securities may also be subject to restrictions on transferability under applicable state securities or blue sky laws. Until this Warrant and the Warrant Shares or Other Securities are registered under the Securities Act, the Holder shall reimburse the Company for its expenses, including attorneys’ fees, incurred in connection with any transfer or assignment, in whole or in part, of this Warrant or any Warrant Shares or Other Securities.

7.2 Until this Warrant, the Warrant Shares or Other Securities are registered under the Securities Act, the Company may require, as a condition of transfer of this Warrant, the Warrant Shares, or Other Securities, that the transferee (who may be the Holder in the case of an exercise or exchange) represent that the securities being transferred are being acquired for investment purposes and for the transferee’s own account and not with a view to or for sale in connection with any distribution of the security.

7.3 Any transfer permitted hereunder shall be made by surrender of this Warrant to the Company or to the Transfer Agent at its offices with a duly executed request to transfer the Warrant, which shall provide adequate information to effect such transfer and shall be accompanied by funds sufficient to pay any transfer taxes applicable. Upon satisfaction of all transfer conditions, the Company or Transfer Agent shall, without charge, execute and deliver a new Warrant in the name of the transferee named in such transfer request, and this Warrant promptly shall be cancelled.

7.4 Upon receipt by the Company of evidence satisfactory to it of loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, of reasonable satisfactory indemnification, or, in the case of mutilation, upon surrender of this Warrant, the Company will execute and deliver, or instruct the Transfer Agent to execute and deliver, a new Warrant of like tenor and date, any such lost, stolen or destroyed Warrant thereupon shall become void.

8. Representations and Warranties of the Holder. The Holder hereby represents and warrants to the Company with respect to the issuance of the Warrant as follows:

8.1 Experience. The Holder has substantial experience in evaluating and investing in securities in companies similar to the Company so that such Holder is capable of evaluating the merits and risks of such Holder's investment in the Company and has the capacity to protect such Holder's own interests.

8.2 Investment. The Holder is acquiring this Warrant (and the Warrant Shares issuable upon exercise of this Warrant) for investment for such Holder's own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof. The Holder understands that this Warrant (and the Warrant Shares issuable upon exercise of the Warrant) have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein. The Holder further understands that, at the time Holder wishes to sell the Warrant Shares, there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not have filed all reports and other materials required under Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, other than Form 8-K reports, during the preceding 12 months, and that, in such event, because the Company may have been a "shell company" as contemplated under Rule 144(i), Rule 144 will not be available to the Holder.

8.3 Held Indefinitely. The Holder acknowledges that this Warrant (and the Warrant Shares issuable upon exercise of this Warrant) must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available.

8.4 Accredited Holder. The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act.

8.5 Legends. The Holder understands and acknowledges that the certificate(s) evidencing the securities issued by the Company will be imprinted with a restrictive legend as referenced in Section 7.1 above.

8.6 Access to Data. The Holder has had an opportunity to discuss the Company's business, management, and financial affairs with the Company's management and the opportunity to review the Company's facilities and business plans. The Holder has also had an opportunity to ask questions of officers of the Company, which questions were answered to its satisfaction.

8.7 Authorization. This Warrant and the agreements contemplated hereby, when executed and delivered by the Holder, will constitute a valid and legally binding obligation of the Holder, enforceable in accordance with their respective terms.

8.8 Brokers or Finders. The Company has not incurred, and will not incur, directly or indirectly, as a result of any action taken by such Holder, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Warrant or any transaction contemplated hereby.

9. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given, if delivered in person or mailed, certified, return-receipt requested, postage prepaid to the address set forth on the signature page below. Any party hereto may from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified below for such party. If any notice or other document is sent by certified or registered mail, return receipt requested, postage prepaid, properly addressed as aforementioned, the same shall be deemed served or delivered seventy-two (72) hours after mailing thereof. If any notice is sent by fax or email to a party, it will be deemed to have been delivered on the date the fax or email thereof is actually received, provided the original thereof is sent by certified mail, in the manner set forth above, within twenty-four (24) hours after the fax or email is sent.

10. Amendment. Any provision of this Warrant may be amended or the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Holder.

11. Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of law provisions.

12. Securities Registration.

12.1 In the event, other than in connection with a Qualified Financing (as defined below), Company proposes to register any shares of Common Stock under the Securities Act, for sale or re-sale to the general public solely for cash on a form that also permits the re-sale of Warrant Shares (the "Registrable Shares"), the Company will (i) promptly give to Holder written notice thereof and (ii) use commercially reasonable efforts to include in such registration and in a related underwriting, if any, all Registrable Shares specified in a written request by Holder, which request must be received by the Company within 15 days of notice from Company of the intent to register Shares, subject to the following subsection. Holder shall be entitled to participate in a maximum of one such registration. All expenses of registration will be borne by the Company, except that Holder will be responsible for all underwriting discounts and selling commissions applicable to the sale of Registrable Securities and all fees and disbursements of counsel or other advisers for such Holder. As a condition to any registration hereunder, Holder must promptly furnish in writing to the Company (and in any event within 10 days of request) such information regarding Holder and the distribution proposed by Holder as the Company may request and as may be required in connection with any registration, qualification, or efforts to comply with applicable laws, rules and regulations, and to execute such documents in connection with such registration as the Company may reasonably request, and will be solely responsible therefor. If a registration statement is proposed to be filed by the Company under the Securities Act, in connection with a private placement of securities and Holder requests that the Registrable Shares be included in that registration. Holder shall be subject to the same terms and conditions with regard to the Company's obligations to register such Registrable Shares as other holders of securities being registered pursuant to such registration statement.

12.2 If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company will so advise Holder as a part of the written notice given under the preceding subsection. In that case, the right of Holder to registration will be conditioned on Holder's participation in such underwriting and all persons proposing to

distribute Registrable Shares through such underwriting will enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. If the underwriter of the offering determines that marketing factors require a limitation on the number of Registrable Securities to be sold for the account of persons other than the Company, the Company will be required to include in the relevant offering and registration only so many of such Registrable Shares, in addition to any shares of Common Stock to be offered by the Company, as the underwriter believes in good faith would not adversely affect the distribution of the securities to be registered and sold by the Company. If Holder participates in a registration, Holder will not, if so requested by the Company and an underwriter of securities of the Company, sell or otherwise transfer or dispose of any other securities of the Company other than pursuant to the registration statement for a period not to exceed 180 days.

12.3 In the event the Company proposes to register any shares of Common Stock under the Securities Act following a transaction or series of related transactions resulting in aggregate gross proceeds to the Company of at least \$3,000,000 (a "Qualified Financing"), the Company will (i) promptly give to Holder written notice thereof and (ii) use commercially reasonable efforts to include in such registration all of Holder's Warrant Shares on such registration statement (the "Qualified Financing Registrable Shares"). Holder agrees that Holder will permit the Company to register all Qualified Financing Registrable Shares Holder holds. The Company will take all necessary actions and make all necessary filings to keep the registration statement (the "Registration Statement") registering the Qualified Financing Registrable Shares effective for a period that extends from the first date on which the Securities and Exchange Commission issues an order of effectiveness in relation to the Registration Statement until such date as the Company's counsel issues a legal opinion asserting that the Qualified Financing Registrable Shares are available for resale under Rule 144 of the Securities Act. As a condition to any registration hereunder, Holder must promptly furnish in writing to the Company (and in any event within 10 days of request) such information regarding Holder and the distribution proposed by Holder as the Company may request and as may be required in connection with any registration, qualification, or efforts to comply with applicable laws, rules and regulations, and to execute such documents in connection with such registration as the Company may reasonably request, and will be solely responsible therefor. All expenses of registration will be borne by the Company, except that Holder will be responsible for all underwriting discounts and selling commissions applicable to the sale of the Qualified Financing Registrable Securities and all fees and disbursements of counsel or other advisers for such Holder.

IN WITNESS WHEREOF, the Company and the Holder have executed this Warrant on the respective dates set forth below.

HOLDER

Date: _____

Name:

ANTRIABIO, INC.

Date: _____

By: _____
Name: Nevan Elam
Title: Chief Executive Officer

FORM OF EXERCISE

To be executed upon exercise of Warrant (please print)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Number N-[X] certificate, to purchase _____ shares of common stock, no par value per share ("Common Stock") of AntriBio, Inc. (the "Company") and herewith tenders payment for such shares of Common Stock to the order of the Company the amount of \$0.315 per share in accordance with the terms hereof. The undersigned requests that a certificate for such shares of Common Stock be registered in the name of _____ whose address is _____. If said number of shares of Common Stock is less than all of the shares of Common Stock purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of the shares of Common Stock be registered in the name of _____, whose address is _____, and that such Warrant Certificate be delivered to _____, whose address is _____.

Representations of the undersigned.

- a) The undersigned acknowledges that the undersigned has received, read and understood the Warrant and agrees to abide by and be bound by its terms and conditions.

- b) (i) The undersigned has such knowledge and experience in business and financial matters that the undersigned is capable of evaluating the Company and the proposed activities thereof, and the risks and merits of this prospective investment.

YES NO

(ii) If "No", the undersigned is represented by a "purchaser representative," as that term is defined in Regulation D under the Securities Act of 1933, as amended (the "Securities Act").

YES NO

- c) (i) The undersigned is an "accredited investor," as that term is defined in the Securities Act.

YES NO

(ii) If "Yes," the undersigned comes within the following category of that definition (check one and complete the blanks as applicable):

_____ Category 1. A bank, as defined in Section 3(a)(2) of the Securities Act, whether acting in its individual or fiduciary capacity; or

_____ Category 2. A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; or

- _____ Category 3. A broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*, as amended; or
- _____ Category 4. An insurance company as defined in Section 2(a)(13) of the Securities Act; or
- _____ Category 5. An investment company registered under the United States *Investment Company Act of 1940*; or
- _____ Category 6. A business development company as defined in Section 2(a)(48) of the United States *Investment Company Act of 1940*; or
- _____ Category 7. A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States *Small Business Investment Act of 1958*; or
- _____ Category 8. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of \$5,000,000; or
- _____ Category 9. An employee benefit plan within the meaning of the United States *Employee Retirement Income Security Act of 1974* in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or
- _____ Category 10. A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*; or
- _____ Category 11. An organization described in Section 501(c)(3) of the United States *Internal Revenue Code*, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Shares offered, with total assets in excess of \$5,000,000; or
- _____ Category 12. Any director or executive officer of the Corporation; or
- _____ Category 13. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds \$1,000,000; provided, however, that (i) person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days
-

before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability; or

_____ Category 14. A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

_____ Category 15. A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act; or

_____ Category 16. Any entity in which all of the equity owners meet the requirements of at least one of the above categories.

d) Unless the shares purchased hereunder have been registered for resale under a registration statement filed under the Securities Act which is then in effect, the undersigned understands that the shares purchased hereunder have not been registered under the Securities Act, in reliance upon the exemption from the registration requirements under the Securities Act pursuant to Section 4(a)(2) of the Securities Act and Rule 506 promulgated thereunder; and, therefore, that the undersigned must bear the economic risk of the investment for an indefinite period of time since the securities cannot be sold, transferred or assigned to any person or entity without compliance with the provisions of the Securities Act.

Submitted by:

Accepted by AntriaBio, Inc.:

By: _____

By: _____

Date: _____

Date: _____

SS/Tax ID: _____

Tax ID: _____

Telephone: _____

Email: _____

(Signature must conform in all respects to name of holder as specified on the face of the Warrant Certificate).

ANTRIABIO, INC.

SUBSCRIPTION AGREEMENT

FOR CONVERTIBLE PROMISSORY NOTE AND WARRANT

OFFERING

1. Subscription. The undersigned (“Subscriber”) hereby irrevocably subscribes for the purchase of a convertible promissory note (the “Convertible Note”) to be issued by AntriaBio Inc., a Delaware corporation (the “Company”, “us”, “our”, “we” “AntriaBio”), in the principal amount (the “Note Amount”) set forth on the signature page below, together with a warrant (the “Warrant”) to purchase shares of common stock of the Company (the “Shares”). The forms of Convertible Note and Warrant are attached hereto as Exhibits A and B, respectively. Subscriber has tendered a check payable to the Company, or sent funds via wire transfer, in the amount of the Note Amount.

2. Acknowledgments. Subscriber acknowledges that:

2.1 Information: Opportunity to Ask Questions and Review Documents. All instruments, documents, records, and financial information pertaining to the Company and this investment (the “Investment”) requested by Subscriber have been made available for inspection by Subscriber and Subscriber’s professional advisors. Subscriber has had the opportunity to ask questions of the executive officers of the Company and, to the extent Subscriber utilized such opportunity, Subscriber received satisfactory answers concerning the Company, its operations and financial needs, and the Investment. There is available to Subscriber, by contacting the executive officers of the Company, the opportunity to obtain any additional information which the Company possesses or can obtain without unreasonable effort or expense that is necessary to verify information provided to Subscriber.

2.2 Non-reliance. In making his, her, or its decisions to invest in the Convertible Note and Warrant, the undersigned has relied solely upon the Company’s public filings with the Securities and Exchange Commission, this Subscription Agreement and the Exhibits hereto, and materials made available to the undersigned, by the Company, at the undersigned’s request. The undersigned acknowledges that he, she, or it has not relied on any representations or warranties (oral or written), not contained or referenced in this Subscription Agreement, and the Exhibits hereto.

2.3 No General Advertising. Subscriber was not contacted for purposes of this Investment through use of any form of general or public advertising, such as media, public seminars or presentations, the Internet, or other means generally available to the public.

2.4 Restrictions on Transfer.

(a) Subscriber understands and agrees that the Convertible Note, Shares and Warrant (together, the “Securities”) have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any other state, and the Company has no obligation or current intention to register the Securities, and accordingly, the Securities must be held indefinitely unless they are subsequently registered or unless, in the opinion of counsel reasonably acceptable to the Company, a sale or transfer may be made without registration under Federal and state securities laws. Subscriber further agrees that any certificate evidencing the Securities may bear a legend restricting the transfer of any of the Securities in a manner generally consistent with the foregoing.

(b) Subscriber is aware of the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permit limited public resale of “restricted securities” acquired by non-affiliates of the issuer thereof, directly or indirectly, from the issuer (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions, if applicable, including, among other things, the availability of certain public information about the Company and the resale occurring not less than six (6) months after the party has purchased and paid for the securities to be sold.

(c) Subscriber further understands that, at the time Subscriber wishes to sell the Shares, there may be no public market upon which to make such a sale and that, even if such a public market then exists, the Company may not have filed all reports and other materials required under Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, other than Form 8-K reports, during the preceding twelve (12) months and that, in such event, because the Company may have been a “shell company” as contemplated under Rule 144(i), Rule 144 may not be available to Subscriber.

(d) Subscriber further understands that in the event all of the requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

2.5 Payment of Commission. Subscriber understands and acknowledges that the Company has agreed to pay a cash commission to Paulson Investment Company, Inc. (“PIC”), in an amount equal to 10% of the principal amount of the Convertible Note. PIC will also receive a non-accountable expense fee equal to 3% of the principal amount of the Convertible Note. Additionally, upon a conversion of the Convertible Note, whether automatic, or voluntary, the Company will pay PIC a cash commission in an amount equal to 5% of the outstanding principal and interest amount of the Convertible Note, and will also issue a warrant to PIC (“PA Warrants”) to purchase 15% of the total outstanding principal amount of the Convertible Note. The PA Warrants shall have a strike price equal to the Conversion Price as defined in the Convertible Note.

3. Representations. Subscriber represents, warrants and covenants as follows:

3.1 Investor Qualifications. Subscriber is an accredited investor under state and federal securities laws and qualifies as such under the category or categories indicated below:

(Please initial to the left of each applicable criteria)

- _____ Category 1. A bank, as defined in Section 3(a)(2) of the Securities Act, whether acting in its individual or fiduciary capacity; or
- _____ Category 2. A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; or
- _____ Category 3. A broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*, as amended; or
- _____ Category 4. An insurance company as defined in Section 2(a)(13) of the Securities Act; or
- _____ Category 5. An investment company registered under the United States *Investment Company Act of 1940*; or
- _____ Category 6. A business development company as defined in Section 2(a)(48) of the United States *Investment Company Act of 1940*; or
- _____ Category 7. A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States *Small Business Investment Act of 1958*; or
- _____ Category 8. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of \$5,000,000; or
- _____ Category 9. An employee benefit plan within the meaning of the United States *Employee Retirement Income Security Act of 1974* in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or
- _____ Category 10. A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*; or

- _____ Category 11. An organization described in Section 501(c)(3) of the United States *Internal Revenue Code*, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Shares offered, with total assets in excess of \$5,000,000; or
- _____ Category 12. Any director or executive officer of the Corporation; or
- _____ Category 13. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds \$1,000,000; provided, however, that (i) person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability; or
- _____ Category 14. A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
- _____ Category 15. A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act; or
- _____ Category 16. Any entity in which all of the equity owners meet the requirements of at least one of the above categories.

3.2 Speculative Investment. Subscriber acknowledges that the Securities are issued by a biotech company with products under research and development and the Investment therefore involves a high degree of risk of loss. In addition, there are substantial restrictions on the transferability of the Securities, making it very difficult to liquidate the Investment. Subscriber has sufficient resources to provide for Subscriber's current needs and contingencies, has no need for liquidity in this Investment for an indefinite period of time, and can afford to sustain a complete loss with respect to the purchase of the Securities. Subscriber is aware that the Company

has a limited financial and operating history; that in its initial years, the Company has experienced and expects to continue to experience substantial losses; and that there is no assurance that the Company will produce revenues or be operated profitably. For more information regarding some of the specific risks impacting the Company see the "RISK FACTOR" section of this Subscription Agreement.

3.3 Evaluation of Investment. Subscriber has substantial knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the Investment. In making the Investment, Subscriber has relied solely on Subscriber's independent investigation and Subscriber's own tax and legal advisors. Subscriber has sought and received all investment, legal, technical and accounting advice Subscriber believes is necessary to adequately evaluate the Investment.

3.4 Investment Purpose. Subscriber is acquiring the Convertible Note and Warrant solely for Subscriber's own account, for investment, and not with a view to the distribution or resale of the Securities.

3.5 No Other Representations. No representations or warranties have been made to Subscriber with regard to the Company, its proposed business or operations, the Securities, or any other matter other than those contained herein, and the exhibits hereto.

3.6 Confidentiality. Subscriber will maintain the confidentiality of any confidential information and materials disclosed to Subscriber by the Company, and will not use any such information except for the purpose for which it is intended, which is to evaluate a potential investment in the Company.

The foregoing representations and warranties are true and accurate as of the date hereof and shall be true and accurate as of the date of delivery of this Subscription Agreement and shall survive such delivery.

4. Reliance; Indemnity.

4.1 Reliance on Representations. Subscriber acknowledges that the Company is relying on the information and representations in this Subscription Agreement. Subscriber affirms that all of Subscriber's answers herein and in Exhibit C hereto are accurate and complete and may be relied upon by the Company and PIC in determining the availability of an exemption from registration for the offer and sale of the Securities. Subscriber agrees to provide such additional confirmation of Subscriber's status as the Company may request.

4.2 Indemnification. Subscriber agrees to indemnify and hold harmless the Company, PIC and each of its executive officers, directors, and agents from and against any and all loss, damage, costs, liability or expense due to or arising out of a breach of any representation or warranty of Subscriber contained herein.

5. Right to Accept or Reject Subscription. Subscriber understands that this subscription may be accepted or rejected in whole or in part by the Company in its sole and absolute discretion and if rejected the subscription price will be returned without interest.

6. **Other Financings.** Subscriber understands that the Company will in all likelihood engage in other financings, which may include additional sales of the Company's debt or equity securities, on the same or different terms than provided herein, including higher or lower interest rates, conversion prices or Warrant exercise prices than offered to Subscriber. In addition, such securities may have rights that are senior to the Shares, including preferential rights to dividends and liquidation proceeds, preferential voting rights (including rights to elect directors), and redemption or other rights that may be dilutive or otherwise adverse to the rights of common shareholders. Debt securities may include restrictive covenants that limit the operations of the Company.

7. **General.** This Subscription Agreement shall be governed by the laws of the State of Delaware, without regard to its principles of conflicts of laws, contains the sole and entire understanding of the parties with respect to its subject matter and all prior negotiations, discussions, commitments and understandings previously between the parties with respect thereto are merged herein. This Subscription Agreement cannot be changed or terminated or any performance or condition waived in whole or in part except by a writing signed by the party against whom enforcement of the change, termination or waiver is sought. The waiver of any breach of any term or condition of this Subscription Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

RISK FACTORS

An investment in us involves a high degree of risk. You should consider carefully the following information about these risks before deciding to purchase any of our securities. If any of the events or developments described below actually occurs, our business, results of operations and financial condition would likely suffer. In these circumstances, you may lose all or part of your investment. In addition, it is also possible that other risks and uncertainties that affect our business may arise or become material in the future. For more information on risks affecting AntriaBio, Inc. please review our Annual, Quarterly and Current Reports filed with the Securities and Exchange Commission on EDGAR at www.sec.gov.

Risks Related to Our Business

We will need substantial additional capital to fund our operations and if we fail to obtain additional capital, we may be unable to complete the development and commercialization of our product candidates or continue our research and development programs

Our operations will consume substantial amounts of cash. We expect to spend substantial amounts on research and development, including amounts spent on conducting preclinical activities, clinical trials for our product candidates, manufacturing, clinical trial materials, and expanding our research and development program. We currently have minimal cash on hand and as of September 30, 2013 we had a working capital deficit of \$5,103,961 which included \$4,202,384 of principal and interest on convertible notes which have the option of being converted into common stock. It is anticipated that we will need approximately \$10 million capital through the fiscal year ended June 30, 2014 to cover operating expenses, clinical testing and leasehold improvements on a lab facility. We expect that our cash used by operations will continue to increase for the next several years. If we are unable to raise additional capital when

required or on acceptable terms, we may have to significantly delay, scale back or discontinue one or more of our drug development or research and development programs. We also may be required to:

- seek collaborators for our product candidates at an earlier stage than otherwise would be desirable and on terms that are less favorable than might otherwise be available; and
- relinquish, license or otherwise dispose of rights to technologies, product candidates or products that we would otherwise seek to develop or commercialize ourselves on terms that are less favorable than might otherwise be available.

We rely on a single product candidate and if the market for AB101 does not develop as we anticipate, our revenues may decline or fail to grow, which would adversely affect our operating results

Initially, we expect to derive all of our revenues, if any, from AB101. There is no current market for AB101, as it is a pre-clinical drug candidate, so it is uncertain whether AB101 will achieve and sustain high levels of demand and market acceptance. Our success will depend to a substantial extent on the willingness of consumers to accept AB101 as a viable treatment option for diabetes. Failure of consumers to accept AB101 would significantly adversely affect our revenues and profitability.

We are at an early stage of development as a company and we do not have, and may never have, any products that generate significant revenues

We are at an early stage of development as a proprietary product specialty pharmaceutical company and we do not have any commercial products. Our existing product candidates will require extensive additional clinical evaluation, regulatory review, significant marketing efforts and substantial investment before they could provide us with any revenues. Our efforts may not lead to commercially successful products, for a number of reasons, including:

- our product candidates may not prove to be safe and effective in clinical trials;
- we may not be able to obtain regulatory approvals for our product candidates or approved uses may be narrower than we seek;
- we may not have adequate financial or other resources to complete the development and commercialization of our product candidates; or

- any products that are approved may not be accepted or reimbursed in the marketplace.

We do not expect to be able to market any of our product candidates for a number of years. If we are unable to develop, receive approval for, or successfully commercialize any of our product candidates, we will be unable to generate significant revenues. If our development programs are delayed, we may have to raise additional capital to fund operations or reduce or cease our operations.

We have never generated any revenues and may never become profitable

Since inception we have not generated any revenues and we have incurred an accumulated deficit of \$8,836,001 through September 30, 2013. We expect to continue to incur substantial operating losses for the next several years as we pursue our clinical trials and research and development efforts. To become profitable, we must successfully develop, manufacture and market our product candidates, either alone or in conjunction with possible collaborators. We may never have any revenues or become profitable.

If our product candidates do not meet safety or efficacy endpoints in clinical evaluations, they will not receive regulatory approval and we will be unable to market them

The regulatory review approval process typically is expensive, takes many years and the timing of any approval cannot be accurately predicted. If we fail to obtain regulatory approval for our current or future product candidates, we will be unable to market and sell such products and therefore may never be profitable.

As part of the regulatory approval process, we must conduct preclinical studies and clinical trials for each product candidate to demonstrate safety and efficacy. The number of preclinical studies and clinical trials that will be required varies depending on the product candidate, the indication being evaluated, the trial results and regulations applicable to any particular product candidate.

The results of preclinical studies and initial clinical trials of our product candidates do not necessarily predict the results of later-stage clinical trials. Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy despite having progressed through initial clinical trials. We cannot assure you that the data collected from the preclinical studies and clinical trials of our product candidates will be sufficient to support FDA or other regulatory approval. In addition, the continuation of a particular study after review by an independent data safety monitoring board does not necessarily indicate that our product candidate will achieve the clinical endpoint.

Our current supply of AB101 may be insufficient in terms of quality and quantity which would delay preclinical trials

We acquired a supply of AB101 through the acquisition of assets from PR PHARMACEUTICALS INC.. We have contracted to have this supply filled for use in our preclinical trials. If the supply has expired or has other quality issues that make it unusable, we could not use it in our preclinical trials. Any inability to use our supply of AB101 would cause delays and increase costs.

Our limited operating history makes it difficult to evaluate our business and prospects

Our operations to date have been limited to organizing and staffing our company and acquiring product and technology rights. We have not demonstrated an ability to perform preclinical testing, conduct clinical trials, hire staff, obtain regulatory approval for or commercialize a product candidate. Consequently, any predictions about our future performance may not be as accurate as they could be if we had a history of successfully hiring staff, or testing, developing and commercializing pharmaceutical products.

Our competitors may develop and market drugs that are less expensive, more effective or safer than our product candidates

We are not aware of any products in development for a once-a-week treatment of diabetes using human insulin. We are also not aware of any products in development for once-a-month treatment of diabetes using human GLP-1. The pharmaceutical market is highly competitive. For our product candidates that use currently approved active ingredients, we will face competition from the existing delivery method with each product candidate for which we are able to obtain approval. In particular, if we successfully commercialize AB101, our product candidate would compete directly against Lantus, Levemir, and Novo Nordisk's Tresiba, which is pending FDA approval. Additionally, other pharmaceutical and biotechnology companies may be developing improved formulations of the same drugs that will compete with products we are developing. It is possible that our competitors will develop and market products that are less expensive, more effective or safer than our future products or that will render our products obsolete. We expect that competition from pharmaceutical and biotechnology companies, universities and public and private research institutions will increase. Many of these competitors have substantially greater financial, technical, research and other resources than we do. We may not have the financial resources, technical and research expertise or marketing, distribution or support capabilities to compete successfully.

We face potential product liability exposure, and, if successful claims are brought against us, we may incur substantial liability

The use of our product candidates in clinical studies and the sale of any products for which we obtain marketing approval expose us to the risk of product liability claims. Product liability

claims might be brought against us by consumers, health care providers, pharmaceutical companies or others selling or otherwise coming into contact with our products. If we cannot successfully defend ourselves against product liability claims, we could incur substantial liabilities. In addition, regardless of merit or eventual outcome, product liability claims may result in:

- impairment of our business reputation;
- withdrawal of clinical study participants;
- costs of related litigation;
- distraction of management's attention from our primary business;
- substantial monetary awards to patients or other claimants;
- the inability to commercialize our product candidates; and
- decreased demand for our product candidates, if approved for commercial sale.

We currently do not have any product liability insurance coverage as we have not yet begun our clinical trials on our current product candidate. We plan on obtaining product liability insurance coverage prior to beginning our clinical trials. Our product liability insurance coverage for our clinical studies may not be sufficient to reimburse us for all expenses or losses we may suffer. Moreover, insurance coverage is becoming increasingly expensive, and, in the future, we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses due to liability. If and when we obtain marketing approval for any of our product candidates, we intend to expand our insurance coverage to include the sale of commercial products; however, we may be unable to obtain this product liability insurance on commercially reasonable terms. On occasion, large judgments have been awarded in class action lawsuits based on drugs that had unanticipated adverse effects. A successful product liability claim or series of claims brought against us could cause our stock price to decline and, if judgments exceed our insurance coverage, could decrease our cash and adversely affect our business.

Our management team is incomplete and we rely on our Chief Executive Officer and Chief Scientific Officer

Our management team is incomplete and we are continuing to search for and recruit managers for our business. Currently, we rely on our Chief Executive Officer and Chief Scientific Officer. There can be no assurance that we will be able to find and successfully recruit qualified managers. If we lose our Chief Executive Officer and Chief Scientific Officer or cannot recruit

additional qualified managers, we are unlikely to have success in developing and commercializing our drug development assets.

Risks Related to Our Intellectual Property

If our or our licensors' patent positions do not adequately protect our product candidates or any future products, others could compete with us more directly, which would harm our business

Our commercial success will depend in part on our and our licensors' ability to obtain additional patents and protect our existing patent positions, particularly those patents for which we have secured exclusive rights, as well as our ability to maintain adequate protection of other intellectual property for our technologies, product candidates and any future products in the US and other countries. If we or our licensors do not adequately protect our intellectual property, competitors may be able to use our technologies and erode or negate any competitive advantage we may have, which could materially harm our business, negatively affect our position in the marketplace, limit our ability to commercialize our product candidates and delay or render impossible our achievement of profitability. The laws of some foreign countries do not protect our proprietary rights to the same extent as the laws of the US, and we may encounter significant problems in protecting our proprietary rights in these countries.

The patent positions of biotechnology and pharmaceutical companies, including our patent position, involve complex legal and factual questions, and, therefore, validity and enforceability cannot be predicted with certainty. Patents may be challenged, deemed unenforceable, invalidated or circumvented. We and our licensors will be able to protect our proprietary rights from unauthorized use by third parties only to the extent that our proprietary technologies, product candidates and any future products are covered by valid and enforceable patents or are effectively maintained as trade secrets.

The degree of future protection for our proprietary rights is uncertain, and we cannot ensure that:

- we or our licensors were the first to make the inventions covered by each of our pending patent applications;
- we or our licensors were the first to file patent applications for these inventions;
- others will not independently develop similar or alternative technologies or duplicate any of our technologies;
- any of our or our licensors' pending patent applications will result in issued patents;

- any of our or our licensors' patents will be valid or enforceable;
- any patents issued to us or our licensors and collaborators will provide a basis for commercially viable products, will provide us with any competitive advantages or will not be challenged by third parties;
- we will develop additional proprietary technologies or product candidates that are patentable; or
- the patents of others will not have an adverse effect on our business.

We may be unable to adequately prevent disclosure of trade secrets and other proprietary information

We rely on trade secrets to protect our proprietary know-how and technological advances, especially where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to protect. We rely in part on confidentiality agreements with our employees, consultants, outside scientific collaborators, sponsored researchers and other advisors to protect our trade secrets and other proprietary information. These agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover our trade secrets and proprietary information. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights. Failure to obtain or maintain trade secret protection could enable competitors to use our proprietary information to develop products that compete with our products or cause additional, material adverse effects upon our competitive business position.

Litigation regarding patents, patent applications and other proprietary rights may be expensive and time consuming. If we are involved in such litigation, it could cause delays in bringing product candidates to market and harm our ability to operate

Our commercial success will depend in part on our ability to manufacture, use, sell and offer to sell our product candidates and proposed product candidates without infringing patents or other proprietary rights of third parties. Although we are not currently aware of any litigation or other proceedings or third-party claims of intellectual property infringement related to our product candidates, the pharmaceutical industry is characterized by extensive litigation regarding patents and other intellectual property rights. Other parties may obtain patents in the future and allege that the use of our technologies infringes these patent claims or that we are employing their proprietary technology without authorization. Likewise, third parties may challenge or infringe upon our or our licensors' existing or future patents. Proceedings involving our patents or patent

applications or those of others could result in adverse decisions regarding the patentability of our inventions relating to our product candidates or the enforceability, validity or scope of protection offered by our patents relating to our product candidates.

Even if we are successful in these proceedings, we may incur substantial costs and divert management time and attention in pursuing these proceedings. If we are unable to avoid infringing the patent rights of others, we may be required to seek a license, defend an infringement action or challenge the validity of the patents in court. Patent litigation is costly and time-consuming. We may not have sufficient resources to bring these actions to a successful conclusion. In addition, if we do not obtain a license, develop or obtain non-infringing technology, fail to defend an infringement action successfully or have our patents declared invalid, we may incur substantial monetary damages; encounter significant delays in bringing our product candidates to market; or be precluded from participating in the manufacture, use or sale of our product candidates or methods of treatment requiring licenses.

If our patent and other intellectual property protection is inadequate, our sales and profits could suffer or competitors could force our products completely out of the market

Patents which prevent the manufacture or sale of our products may be issued to others. We may have to license those patents and pay significant fees or royalties to the owners of the patents in order to keep marketing our products. This would cause profits on sales to suffer.

We have been granted patents or licensed patents in the US, but patent applications that have been, or may in the future be, filed by us may not result in the issuance of additional patents. The scope of any patent issued may not be sufficient to protect our technology. The laws of foreign jurisdictions in which we intend to sell our products may not protect our rights to the same extent as the laws of the US. In addition to patent protection, we also rely on trade secrets, proprietary know-how and technology advances. We enter into confidentiality agreements with our employees and others, but these agreements may not be effective in protecting our proprietary information. Others may independently develop substantially equivalent proprietary information or obtain access to our know-how. Litigation, which is expensive, may be necessary to enforce or defend our patents or proprietary rights and may not end favorably for us. We may also choose to initiate litigation against other parties who we come to believe are infringing these patents. If such litigation is unsuccessful or if the patents are invalidated or canceled, we may have to write off the related intangible assets and such an event could significantly reduce our earnings. Any of our licenses, patents or other intellectual property may be challenged, invalidated, canceled, infringed or circumvented and may not provide any competitive advantage to us.

Risks Related to Our Capital Stock

There is a limited trading market for our common stock, which could make it difficult for you to liquidate an investment in our common stock, in a timely manner

Our common stock is currently traded on the OTCQB. Because there is a limited public market for our common stock, you may not be able to liquidate your investment when you want. Even in the event we file a registration statement with the Securities and Exchange Commission to

register shares of our common stock, we cannot assure you that an active trading market for our common stock will ever develop. The lack of an active public trading market means that you may not be able to sell your shares of common stock when you want, thereby increasing your market risk. Until our common stock is listed on an Exchange, we expect that it will continue to be listed on the OTCQB. However, an investor may find it difficult to obtain accurate quotations regarding the common stock's market value. In addition, if we failed to meet the criteria set forth in SEC regulations, various requirements would be imposed by law on broker-dealers who sell our securities to persons other than established customers and accredited investors. Consequently, such regulations may deter broker-dealers from recommending or selling our common stock, which may further affect its liquidity.

We cannot assure you that our common stock will become listed on a securities exchange and the failure to do so may adversely affect your ability to dispose of our common stock in a timely fashion

We plan to seek listing of our common stock on the NYSE MKT or the NASDAQ exchange as soon as reasonably practicable. In 2011, the NYSE MKT and the NASDAQ amended their listing rules to restrict the ability of companies that have completed reverse mergers to list their securities on such exchanges. In order to become eligible to list their securities on such exchanges, reverse merger companies must have had their securities traded on an over-the-counter market for at least one year, maintained a closing price of \$4.00 or higher for not less than 30 of the most recent 60 days prior to the filing of an initial listing application and prior to listing, and timely filed with the SEC all required reports since the consummation of the reverse merger, including one annual report containing audited financial statements for a full fiscal year commencing after the date of the filing of the Form 8-K containing the Company's Form 10 information. As such, we may not be able to satisfy the initial listing standards of the NYSE MKT or NASDAQ exchanges in the foreseeable future or at all. Even if we are able to list our common stock on such exchanges, we may not be able to maintain a listing of the common stock on such stock exchange.

Holders of our warrants will have no rights as a common stockholder until they acquire our common stock through exercise of the warrant

Until you acquire shares of our common stock upon exercise of your warrants, you will have no rights with respect to our common stock. Upon exercise of your warrants, you will be entitled to exercise the rights of a common stockholder only as to matters for which the record date occurs after the exercise date.

Our common stock may be considered a "penny stock"

Trades of our common stock are subject to Rule 15c-2-01 promulgated by the SEC under the Securities Exchange Act of 1934, as amended, which imposes certain requirements on broker/dealers who sell securities subject to the rule to persons other than established customers and accredited investors. For transactions covered by the rule, broker/dealers must make a

special suitability determination for purchasers of the securities and receive the purchaser's written agreement to the transaction prior to sale. The SEC also has other rules that regulate broker/dealer practices in connection with transactions in "penny stocks." Penny stocks generally are equity securities with a price of less than \$5.00 (other than securities listed on a national securities exchange, provided that current price and volume information with respect to transactions in that security is provided by the exchange or system). The penny stock rules require a broker/dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document prepared by the SEC that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker/dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker/dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker/dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. These disclosure requirements have the effect of reducing the level of trading activity in the secondary market for our common stock. As a result of the foregoing, investors may find it difficult to sell their shares.

We have no current plan to pay dividends on our common stock and investors may lose the entire amount of their investment

We have no current plans to pay dividends on our common stock. Therefore, investors will not receive any funds absent a sale of their shares of our common stock. We cannot assure investors of a positive return on their investment.

Risks Related to the Offering

We will have broad discretion as to the use of the net proceeds of this offering, and we may not use the proceeds effectively

Although we plan to use the net proceeds from this offering for general working capital purposes, our management will have broad discretion as to the application of the net proceeds. Our stockholders may not agree with the manner in which our management chooses to allocate and spend the net proceeds. Moreover, our management may use some of the net proceeds for corporate purposes that may not increase our market value or profitability.

We anticipate entering into a "qualified financing" as defined in the Promissory Note, any failure to complete a "qualified financing" or any failure to realize the expected benefits of a "qualified financing", could negatively impact our financial condition.

In connection with this offering we anticipate entering into a "qualified financing" as defined in the Convertible Promissory Notes during the first quarter of 2014, our ability to consummate the "qualified financing" is subject to the satisfaction of certain conditions, many of which are beyond the control of AntriaBio, including, among others, general market conditions and the volume of trading in our shares of common stock. Any delay in completion of a "qualified

financing” could reduce the expected benefits of the “qualified financing” and adversely affect AntriaBio’s financial condition. Moreover, there can be no assurance that AntriaBio will conduct a “qualified financing” or realize the benefits which it seeks to achieve from a “qualified financing”.

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IN WITNESS WHEREOF, Subscriber executes and agrees to be bound by this Subscription Agreement.

Total Note Amount
\$ _____

The Convertible Note and Warrant should be issued
in the following name(s): (please print)

Residence or Principal Office Address of Subscriber:

Tel: _____

Social Security/Tax ID No.:

Signature(s)

Exhibit A

FORM OF CONVERTIBLE NOTE

See Exhibit 4.1 to this Current Report on Form 8-K

Exhibit B

FORM OF WARRANT

See Exhibit 4.2 to this Current Report on Form 8-K

ANTRIABIO INC.
ACCREDITED INVESTOR QUESTIONNAIRE
Convertible Promissory Notes

STATEMENT OF POTENTIAL INVESTOR SUITABILITY
FOR INVESTMENT IN
ANTRIABIO INC.

Investors in AntriaBio, Inc., a Delaware corporation (the “**Company**”), must meet certain requirements in order to comply with the nonpublic offering exemption from registration under the Securities Act of 1933, as amended (the “**Act**”), and applicable state securities laws. Before any sale of securities is consummated, the Company must be reasonably satisfied that the purchaser is an “accredited investor” and has sufficient financial expertise to be able to evaluate the merits and risks of the proposed investment. You are requested to submit the following information in connection with the Company’s consideration of selling securities to you.

By signing this Questionnaire, you also confirm your understanding that the Company will be relying on the accuracy and completeness of your responses to establish the Company’s legal right to sell securities to you without registration under the federal securities laws and applicable state securities laws. **YOUR ANSWERS WILL AT ALL TIMES BE KEPT STRICTLY CONFIDENTIAL.** You agree by signing this Questionnaire, however, that the Company may present this Questionnaire to such parties as it deems appropriate if called upon to establish the legality of your participation in the offering.

If there is any change in the information you provide in this Questionnaire, please contact the Company immediately.

Please answer all questions that are applicable to you.

A. THIS SECTION A IS TO BE COMPLETED BY INDIVIDUAL INVESTORS (INVESTORS OTHER THAN INDIVIDUALS PROCEED TO SECTION B).

1. Name: _____ Age: _____
Social Security No.: _____
2. I am a resident of the state of _____

My principal residence address is at:

3. Business Address:

4. Telephone Nos.: Residence: _____ Business:

5. Current Employment and Position Held:

6. Principal Occupation for Last Five Years:

7. Highest Educational Degree Obtained:

8. Do you have sufficient knowledge of and experience in financial and business matters so as to be capable of evaluating the merits and risks associated with investing in the Company?
Yes _____ No _____
9. Do you understand the nature of an investment in the Company and the risks associated with such an investment?
Yes _____ No _____
10. Do you understand that there is no guarantee of any financial return on this investment and that you run the risk of losing your entire investment?
Yes _____ No _____
11. Do you understand that this investment is unlikely to provide liquidity in the foreseeable future because there is no market for the Company's and the transfer of such securities will be restricted under the securities laws?
Yes _____ No _____
12. Do you have adequate means of providing for your current needs and personal contingencies in view of the fact that this investment provides limited liquidity?
Yes _____ No _____
13. Are you purchasing these securities for investment and not with the intent to resell them?
Yes _____ No _____
14. You have the right, will be afforded an opportunity, and are encouraged to investigate the Company and review relevant records and documents pertaining to the Company and its business and to ask questions of representatives of the Company regarding this investment and its operations and business prospects. Have you received from the Company the documents and other information you have deemed necessary and requested from the Company in connection with your evaluation of your investment in the Company?
Yes _____ No _____

15. Have you completed your investigation and received satisfactory answers to questions posed?

Yes _____ No _____

16. Have you ever invested in securities?

Yes _____ No _____

Have you ever invested in investment partnerships, venture capital funds, or other nonmarketable or restricted securities?

Yes _____ No _____

Indicate the frequency of your investments (or, if the prospective purchaser is a corporation, partnership, or other entity, your investments on its behalf) in nonmarketable securities (circle appropriate answer): Often Occasionally Seldom

17. (a) Are you a United States citizen?

Yes _____ No _____

(b) If your answer to question 17(a) is No, are you a United States resident for purposes of U.S. income taxation?

Yes _____ No _____

18. Subscriptions will be accepted only from investors who are Accredited Investors. For purposes of enabling the Company to determine whether the undersigned individual ("Investor") is an Accredited Investor, please initial the category or categories below that are true for you.

(initial) (i) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of this purchase exceeds \$1,000,000; provided, however, that (i) person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

(initial) (ii) Investor is an individual who had an individual income¹ in excess of \$200,000, or joint income with Investor's spouse in excess of \$300,000, in each of the two most recent years, and has a reasonable expectation of attaining the same income level in the current year.

¹ For this purpose, a person's income is the amount of that person's individual adjusted gross income (as reported on a federal income tax return).

(initial) (iii) Investor is a director or executive officer of the Company.

If you have not initialed at least one of the categories above, stop here. You are not an accredited investor and may not participate in the offering.

The undersigned hereby represents and warrants to the Company that (a) the information contained herein is complete and accurate and may be relied upon by the Company, (b) the undersigned has such knowledge and experience in financial matters that he, she or they are capable of evaluating the merits and risks of the investment, and (c) the undersigned will notify the Company immediately of any material change in such information occurring prior to the acceptance or rejection of his subscription.

The undersigned has or have executed this Accredited Investor Questionnaire this ____ day of _____, 20__.

Print Name of Investor

Signature of Investor

Print Name of Spouse
(if funds are to be invested in joint
name or is community property)

Signature of Spouse
(if funds are to be invested in joint
name or is community property)

(All residents of a community property state, including California and Washington, must have signature of spouse.)

B. THIS SECTION B IS TO BE COMPLETED BY A CORPORATION, PARTNERSHIP, TRUST OR ENTITY INVESTOR (Entity).

1, Name of Entity:

2: Type of Entity:

- General Partnership
 Corporation
 Trust

- Limited Partnership
 Limited Liability Company

3. Address:

4. Business Phone Number:

5. Taxpayer Identification Number:

6. Date of Organization or Incorporation:

7. State in which Organized or Incorporated:

8. Was this partnership, corporation, trust or other entity formed for the specific purpose of investing in the Company?

- Yes No

9. Number of equity owners (partners, beneficiaries, etc.):

10. Subscriptions will be accepted only from Entities that are Accredited Investors. For purposes of enabling the Company to determine whether the undersigned Entity is an Accredited Investor, please initial the category or categories below that are true for the Entity.

(initial) (i) Investor is a bank as defined in Section 3(a)(2) of the Securities Act of 1933 (the "Act"), or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual capacity or a fiduciary capacity.

(initial) (ii) Investor is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934.

(initial) (iii) Investor is an insurance company as defined in Section 2(13) of the Act.

(initial) (iv) Investor is an investment company registered under the Investment Company Act of 1940.

(initial) (v) Investor is a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940.

- _____
(initial) (vi) Investor is a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) or the Small Business Investment Act of 1958.
- _____
(initial) (vii) Investor is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000.
- _____
(initial) (viii) Investor is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 if (a) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor or (b) the employee benefit plan has total assets in excess of \$5,000,000 or (c) if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- _____
(initial) (ix) Investor is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- _____
(initial) (x) Investor is an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring securities offered, with total assets in excess of \$5,000,000.
- _____
(initial) (xi) Investor is a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Title 17 of the Code of Federal Regulations.
- _____
(initial) (xii) Investor is an entity in which each equity owner satisfies at least one of the categories (i) through (xi) above.

If you have not initialed at least one of the foregoing categories, stop here. You are not an accredited investor and may not participate in the offering.

11. The undersigned hereby agrees to provide the Company upon request with a true and correct list of the names of all partners, shareholders, grantors of an irrevocable trust or other equity owners of the undersigned.

The undersigned investor has executed this Accredited Investor Questionnaire this ____ day of _____, 20__.

Print name of partnership, corporation,
trust or other entity

Print name of authorized representative

By: _____
Signature of authorized representative

By: _____
Capacity of authorized representative



AntriaBio Announces Closing of Bridge Financing

-Company prepares to advance innovative lead product candidate, AB101, for the treatment of diabetes into clinical development-

MENLO PARK, CA – (January 16, 2014) – AntriaBio, Inc. (OTCQB: ANTB) a biopharmaceutical company focused on developing novel therapeutics for the diabetes market, announced today that it has closed a \$2.7 million bridge note financing (the “Bridge Financing”) in an exempt private placement transaction with a number of accredited investors. Paulson Investment Company, Inc. served as the Company’s sole placement agent in the transaction.

The Company plans on raising additional funds in a private placement transaction in the first quarter of 2014 as it prepares for clinical studies for its lead product candidate, AB101, a proprietary, microsphere formulation of insulin that has the potential to be administered once per week and transform the treatment paradigm in the more than \$8 billion a year basal insulin market.

Nevan Elam, AntriaBio’s Chairman and CEO stated, “Securing sufficient funding this quarter is critical to advance our clinical development plans for AB101 and this Bridge Financing is the first step in our funding strategy.”

The Bridge Financing will be used for general corporate purposes including the establishment of a cGMP manufacturing facility in the greater Denver, Colorado area. Pursuant to the terms of the Bridge Financing, the Company issued 8% unsecured convertible promissory notes with warrants to purchase shares of common stock at an exercise price of \$0.315. The warrants issued in connection with the Bridge Financing will expire three (3) years from their issue date. AntriaBio received net cash proceeds of \$2.7 million in the Bridge Financing, excluding placement agent compensation, transaction costs, fees and expenses in the Bridge Financing.

Additional details about the offering will be filed today on AntriaBio’s Form 8-K with the Securities and Exchange Commission and available under “Investor Relations—SEC Filings” at www.antriabio.com.

The unsecured convertible promissory notes, the warrants, and any other securities offered in the Bridge Financing or any other securities to be offered in any proposed future private placement (collectively, the “Securities”) have not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any other jurisdiction. Because the Securities are not registered, the Securities may not be offered or sold in the United States absent registration or an exemption from registration. This press release is being issued pursuant to and in accordance with Rule 135c under the Securities Act and shall not constitute an offer to sell, or the solicitation of an offer to buy, any securities, nor shall there be any sales of the securities mentioned in this press release in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.



About AntriaBio, Inc.

AntriaBio is a biopharmaceutical company focused on developing novel therapeutic products for the diabetes market. AntriaBio's development strategy combines FDA approved pharmaceutical agents with its proprietary delivery technology. AntriaBio's lead product candidate is AB101, an injectable once-a-week basal insulin for Type 1 and Type 2 diabetes.

For more information visit: www.antriabio.com.

Forward-Looking Statements

This release, like many written and oral communications presented by AntriaBio, Inc., and our authorized officers, may contain certain forward-looking statements regarding our prospective performance and strategies within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, and are including this statement for purposes of said safe harbor provisions. Forward-looking statements, which are based on certain assumptions and describe future plans, strategies, and expectations of the Company, are generally identified by use of words "anticipate," "believe," "estimate," "expect," "intend," "plan," "project," "seek," "strive," "try," or future or conditional verbs such as "could," "may," "should," "will," "would," or similar expressions. Our ability to predict results or the actual effects of our plans or strategies is inherently uncertain. Accordingly, actual results may differ materially from anticipated results. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this release. Except as required by applicable law or regulation, AntriaBio undertakes no obligation to update these forward-looking statements to reflect events or circumstances that occur after the date on which such statements were made.

AntriaBio, Inc. Contact:

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Investor Relations and Corporate Communications Advisor
Jenene Thomas Communications, LLC
(908) 938-1475

Source: AntriaBio, Inc.

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