
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): May 26, 2011

ENZON PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

0-12957
(Commission File Number)

22-2372868
(IRS Employer Identification No.)

20 Kingsbridge Road, Piscataway, New Jersey
(Address of principal executive offices)

08854
(Zip Code)

(732) 980-4500
(Registrant's telephone number, including area code)

Not Applicable
(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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 26, 2011, Enzon Pharmaceuticals, Inc. (the "Company") entered into an offer letter of employment (the "Letter Agreement") with Ana I. Stancic. Under the terms of the Letter Agreement, Ms. Stancic, age 53, will join the Company in the position of Senior Vice President, Finance and Chief Financial Officer, starting on June 8, 2011.

Ms. Stancic has more than 20 years of extensive and diversified finance, accounting and operational experience in the health care industry. Since June 2010, Ms. Stancic has served as senior vice president and chief financial officer of M2Gen, a wholly owned for-profit subsidiary of Moffitt Cancer Center. From 2008 to 2009, she served as chief financial officer of Aureon Biosciences, Inc. (previously Aureon Laboratories, Inc.), a private oncology diagnostic company. From 2007 to 2008, she was executive vice president and chief financial officer at Omrix Biopharmaceuticals, Inc., which was acquired by Johnson & Johnson. From 2004 to 2007, Ms. Stancic was at ImClone Systems, Inc., which was acquired by Eli Lilly, Inc. At ImClone, she served in various financial roles, including senior vice president, finance. Prior to joining ImClone, she was vice president and controller at Savient Pharmaceuticals, Inc. She currently serves as a member of the Board of Directors of Champions Biotechnology, Inc., K-V Pharmaceutical Company and Genta Incorporated. Ms. Stancic began her career at PricewaterhouseCoopers in the Assurance practice where she had responsibility for international and national companies in the pharmaceutical and services industries. Ms. Stancic is a Certified Public Accountant and holds an M.B.A. from Columbia University Graduate School of Business.

Under the terms of the Letter Agreement, Ms. Stancic will receive an annual base salary of \$330,000 and will be eligible for participation in the Company's annual cash incentive program with a target incentive of 50% of her base salary and a maximum incentive of 150% of her base salary. Ms. Stancic's first year incentive will be prorated from June 8, 2011. The Letter Agreement also provides that Ms. Stancic and her dependents will be eligible for medical, dental and prescription drug insurance coverage, as well as life insurance, accidental death and dismemberment and short and long term disability insurance. Ms. Stancic will also be eligible for enrollment in the Company's Savings and Investment Plan, the Company's Executive Deferred Compensation Program and the Company's Employee Stock Purchase Plan. Ms. Stancic's employment will be subject to the Company's at-will employment policy, such that either Ms. Stancic or the Company may terminate the employment relationship at any time, with or without cause.

Effective on her first date of employment, Ms. Stancic will be granted options ("Options") to purchase 30,000 shares of the common stock, par value \$0.01 per share ("Common Stock"), of the Company under the terms of the Company's 2011 Stock Option and Incentive Plan. These Options will be granted with an exercise price equal to the fair market value of the Common Stock on the date of grant. These Options will have a 10 year grant life and will vest and become exercisable at a rate of one-fourth (1/4) of these Options per year commencing on the first anniversary of Ms. Stancic's date of hire, conditioned upon Ms. Stancic's continued employment with the Company as of the date of vesting. Also effective on her first date of employment, Ms. Stancic will be awarded 25,000 restricted stock units ("RSU's") under the Company's 2011 Stock Option and Incentive Plan. These RSU's will vest and convert to shares of Common Stock on the third anniversary of Ms. Stancic's first date of employment, conditioned upon Ms. Stancic's continued employment with the Company as of the date of vesting. However, 50% of these RSU's will be subject to accelerated vesting based upon the achievement of performance milestones to be specified by the Board of Directors of the Company.

On May 27, 2011, the Company and Ms. Stancic also entered into a General Severance Agreement (the "Severance Agreement"), which will be effective during the term of her employment with the Company and, if applicable, for a period of twelve months following any "Change in Control" of the Company (as defined in the Severance Agreement). The Severance Agreement provides that the compensation payable to Ms. Stancic during her term of employment with the Company shall be established by the Principal Executive Officer following an annual performance review, but in no event shall the annual rate of base salary or the target bonus set forth in the Letter Agreement for any successive year of her term of employment be less than the highest annual rate of base salary or target bonus, as applicable, in effect during the previous year of her term of employment. The Severance Agreement also provides that, in the event the Company terminates Ms. Stancic's employment without "Cause" (as defined in the

Severance Agreement), or in the event of a termination by Ms. Stancic for "Good Reason" (as defined in the Severance Agreement), and either such termination occurs within the period that commences 90 days before and ends one year after such "Change in Control," then Ms. Stancic will be entitled to receive: (i) her base salary through the date of termination; (ii) a pro-rated portion of her target bonus which would have been payable to her for the fiscal year in which termination occurs; (iii) cash payments equal to one times the sum of her base salary at the time of termination plus her target bonus for the fiscal year in which termination occurs; (iv) any deferred compensation and other unpaid amounts and benefits earned and vested prior to termination; and (v) reimbursement for the total applicable premium cost for continued medical and dental coverage under COBRA for a period of up to twelve months following termination. Furthermore, all options, restricted stock and restricted stock units held by Ms. Stancic at the time of termination would become fully vested and, if applicable, exercisable immediately prior to the effective date of the applicable "Change in Control."

The foregoing descriptions of the Letter Agreement and the Severance Agreement do not purport to be complete and are qualified in their entirety by reference to the full texts of the Letter Agreement and the Severance Agreement filed as Exhibit 10.1 and Exhibit 10.2 hereto, respectively.

There is no arrangement or understanding between Ms. Stancic and any other persons pursuant to which Ms. Stancic was selected as the Senior Vice President, Finance and Chief Financial Officer of the Company. Ms. Stancic does not have any family relationship with any of the directors and executive officers of the Company.

As previously disclosed, on May 10, 2011, the Company announced that the employment of Paul Davit, Executive Vice President, Human Resources & Administration, would conclude effective as of July 1, 2011. On May 26, 2011, Mr. Davit and the Company entered into a Severance Agreement and Release of Claims (the "Severance and Release Agreement"), which provides for, among other things: (i) cash severance payments in an amount totaling \$524,745, or, if there is a "Change in Control" of the Company (as defined in Section 7(c)(i)-(vi) of the Amended and Restated Severance Agreement, dated May 7, 2004, by and between Mr. Davit and the Company, previously filed as Exhibit 10.36 to the Company's Form 10-K for the fiscal year ended June 30, 2005, as amended on November 6, 2007, such amendment filed as Exhibit 10.3 to the Company's Form 8-K filed on November 13, 2007) on or before September 28, 2011, the amount of cash severance payments will total \$1,049,490, in either case, payable to Mr. Davit in bi-weekly installments over a fifty-two week period following July 1, 2011; (ii) a lump-sum cash severance payment equal to \$87,458, representing a pro-rated portion of Mr. Davit's target bonus for calendar year 2011 (based on the number of months worked during calendar year 2011); and (iii) reimbursement for the total applicable premium cost for continued medical and dental coverage under COBRA for a period of eighteen months following July 1, 2011.

The Severance and Release Agreement also includes a general release of claims against the Company by Mr. Davit and provides that Mr. Davit will be subject to customary non-disparagement and confidentiality terms. The Severance and Release Agreement further provides that Mr. Davit may revoke his execution of the Severance Agreement at any time prior to June 16, 2011 by written notice to the Company.

Item 8.01 Other Events.

On May 31, 2011, the Company issued a press release announcing that Ms. Stancic would be joining the Company in the position of Senior Vice President, Finance and Chief Financial Officer, starting on June 8, 2011.

A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
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10.1	Offer Letter of Employment, dated May 26, 2011, by and between Ana I. Stancic and Enzon Pharmaceuticals, Inc.
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10.2	General Severance Agreement, effective June 8, 2011, by and between Ana I. Stancic and Enzon Pharmaceuticals, Inc.
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99.1	Press Release of Enzon Pharmaceuticals, Inc. dated May 31, 2011
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SIGNATURES

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

ENZON PHARMACEUTICALS, INC.
(Registrant)

Date: May 31, 2011

By: /s/ Andrew Rackear

Name: Andrew Rackear
Title: Vice President and General Counsel

EXHIBIT INDEX

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99.1	Press Release of Enzon Pharmaceuticals, Inc. dated May 31, 2011



Enzon Pharmaceuticals, Inc.
20 Kingsbridge Road
Piscataway, NJ 08854

Phone: 732-980-4500
Fax: 732-980-4585
www.enzon.com

May 17, 2011

Ana I. Stancic
1 Squire Court
Mahwah, NJ 07430

Dear Ana:

We are pleased to extend this invitation to join Enzon Pharmaceuticals, Inc. This letter confirms our offer of employment to you. Reporting to Ralph del Campo, Chief Operating Officer & Principal Executive Officer, you will join Enzon in the position of Senior Vice President, Finance and Chief Financial Officer, starting on June 8, 2011.

Compensation

Your base salary will be \$12,692.31 payable bi-weekly, which annualizes to \$330,000 (over 26 pay periods). You are eligible for participation in Enzon's annual cash incentive program with a target incentive of 50% of your base salary. This annual incentive may vary above (up to 150% of target) or below target based on the achievement of individual objectives. Your first year incentive will be prorated from June 8, 2011, and based on mutually agreed upon goals with your supervisor. Your performance will be reviewed on an annual basis in conjunction with Enzon's annual performance management review process. Base salary increases and cash incentive payouts are at the discretion of management and will be based on individual and company performance. All compensation described in this letter will be subject to applicable withholdings.

Equity

To be effective on your first date of employment, you will be granted options to purchase Thirty Thousand (30,000) shares of common stock under the Enzon 2011 Stock Option and Incentive Plan, granted with exercise prices equal to the fair market value of the Company's Common Stock on the date of the grant. These options have a ten (10) year grant life and shall vest and become exercisable at a rate of one-fourth (1/4) of these shares per year commencing on the first anniversary from your date of hire, conditioned upon your continued employment with the Company as of the date of vesting. A separate stock option grant agreement document will provide more detail on the terms and conditions of the above grant. These and any subsequent grants are as governed by Company policy and at the discretion of the Board of Directors.

To be effective on your first date of employment, you will be awarded Twenty-Five Thousand (25,000) restricted stock units under the Enzon 2011 Stock Option and Incentive Plan. These units shall vest and convert to shares of common stock on the third anniversary of your first date of employment, conditioned upon your continued employment with the Company as of the date of vesting; however 50% of these units are subject to accelerated vesting based upon the achievement of specified performance milestones as approved by the Board. A separate restricted stock unit award agreement document will provide more detail on the terms and conditions of the above award. These and any subsequent grants are as governed by Company policy and at the discretion of the Board of Directors.

Benefits

You will be granted up to twenty-two (22) days of compensated time off per year, which is earned each pay period, to be used for vacation, personal and sick days. In addition, Enzon observes paid holidays, in accordance

with Company policies, which include eight (8) national holidays and five (5) site designated/floating days (typically taken the last week of the calendar year).

You and your dependents will be eligible for health insurance which provides medical, dental and prescription drug coverage. There is also available to you paid by the company: Life Insurance, Accidental Death and Dismemberment, Short and Long Term Disability Insurance. You are eligible for coverage in these benefits programs on the 1st day of employment.

You shall, in accordance with the rules and regulations governing eligibility for participation in the Enzon Pharmaceuticals, Inc. Savings and Investment Plan, be enrolled in this 401(k) program should you so choose.

In addition, we offer programs for vision insurance, supplemental life insurance, tuition reimbursement, flexible spending accounts, discounted employee stock purchase and other benefits. Additional information on each program will be provided under separate cover.

Also, as a member of Senior Management, you are eligible to participate in Enzon's Executive Deferred Compensation Program, which provides you with the opportunity to defer income free of current income taxes. Please contact Richard Krenek, Associate Director, Compensation and Benefits directly for more information on this program.

Other Terms

The Immigration Reform and Control Act of 1986 require that your employability in the United States be verified through appropriate documentation. Please bring this documentation (i.e. valid passport, or social security card and valid driver's license) with you when you report for work.

This offer of employment is conditional and contingent upon:

1. Submitting to a pre-employment drug test and receiving a negative test result and otherwise complying with Enzon's Drug Free Workplace Policy
2. Successful background check completion
3. Successful completion of I-9 form

We require that you sign the Employee Confidentiality Agreement; which is enclosed. You represent that you have no other relationships which present a conflict with your obligations under this offer or the Employee Confidentiality Agreement.

You certify that you are not debarred under the Generic Drug Enforcement Act of 1992 (Sections 306-308 of the Federal Food, Drug and Cosmetic Act) nor have you received notice of action or threat of debarment. You further certify that should you receive any notice of action or threat of debarment during the future course of your employment after the date of this letter, that you will immediately notify Enzon of this information.

Your employment will be governed by Enzon's standard employment practices and policies including its employment at will policy, which means that either you or the company may terminate the employment relationship at any time, with or without cause. You also acknowledge that Enzon is a Tobacco Free company.

As a member of Senior Management you will be provided with a General Severance Agreement which provides compensation in relation to a Change-in-Control of the Company. The terms and conditions of such severance are defined in the enclosed Agreement, which is to be signed and returned.

To accept our invitation and as a condition of employment, we ask that you please sign and return this letter.

Ana, we are very enthusiastic about you joining Enzon and look forward to a mutually rewarding working relationship. We believe we can offer you opportunities that challenge and reward you and we look forward to your acceptance of this letter agreement.

Sincerely,

/s/ Paul Davit

Paul Davit
EVP, Human Resources & Administration
Enzon Pharmaceuticals, Inc.

Accepted and agreed:

/s/ Ana I. Stancic

Ana I. Stancic

Date: 5/26/2010

GENERAL SEVERANCE AGREEMENT

This General Severance Agreement (the "Agreement") is made as of the 8th day of June, 2011, between Enzon Pharmaceuticals, Inc., a Delaware corporation, with offices in Bridgewater, New Jersey (the "Company"), and **Ana I. Stancic** ("Executive"), a resident of New Jersey.

BACKGROUND

A. This Agreement is intended to specify, among other things, the financial arrangements that the Company will provide to the Executive upon Executive's separation from employment with the Company under any of the circumstances described herein.

B. Executive is employed by the Company in the capacity of **Senior Vice President, Finance and Chief Financial Officer**, and, as such, is a key executive of the Company.

C. This Agreement is entered into by the Company in the belief that it is in the best interests of the Company and its shareholders to provide stable conditions of employment for Executive notwithstanding the possibility of, among other things, a threat or occurrence of certain types of change in control, thereby enhancing the Company's ability to attract and retain highly qualified people.

D. The Company believes that it is important that it receive certain assurances with respect to its Confidential Information, proprietary information, intellectual property, trade secrets and Executive's work product, and that the Company receive certain protections with respect to Executive's activities following termination of Executive's employment, and the Company is willing to offer Executive the compensation, bonuses and other benefits set forth in this Agreement in order to obtain such assurances and protections.

TERMS

To assure the Company that it will have the continued dedication of Executive notwithstanding the possibility, threat or occurrence of a bid to take over control of the Company, and to induce Executive to remain in the employ of the Company, in consideration of the foregoing premises and for other good and valuable consideration, the Company and Executive agree as follows:

1. Term of Agreement. The term of this Agreement ("Term") shall commence on the date hereof as first written above and shall continue through the term of Executive's employment with the Company; provided that in the event that there occurs, during the Term, a Change in Control, as defined in Section 7(c) hereof, this Agreement shall continue in effect for a period of 12 months beyond the date of such Change in Control.

(a) The terms of the offer letter sent by the Company to the Executive dated **May 17, 2011** (the "Offer Letter"), shall be incorporated by reference into this Agreement and shall be an integral part hereof. The compensation payable to Executive

during each fiscal year of the Company beginning after the date of commencement of Executive's employment shall be established by the Principal Executive Officer following an annual performance review, but in no event shall the annual rate of Base Salary or the Target Bonus set forth in the Offer Letter for any successive year of the Term be less than the highest annual rate of Base Salary or Target Bonus, as applicable, in effect during the previous year of the Term.

2. Severance upon Termination without Cause or Termination by Executive for Good Reason in Connection with Change in Control. Subject to the limitation set forth in Section 3 hereof, in the event the Company terminates Executive's employment without Cause, or in the event of a Termination by Executive for Good Reason, and either such termination occurs within the period which commences ninety (90) days before and ends one (1) year following a Change in Control as defined in Section 7(c):

(a) Executive shall receive her Base Salary through the date of termination;

(b) Executive shall receive a pro rated portion of the Target Bonus (based on the Base Salary at the time of such termination) which would have been payable to Executive for the fiscal year during which such termination occurs;

(c) Executive shall receive cash payments equal to **one (1) times** the sum of the following: (i) her Base Salary at the time of such termination and (ii) the Target Bonus (based on the Base Salary immediately prior to such termination) for the fiscal year in which such termination occurs;

(d) Executive shall continue to be entitled to any deferred compensation and other unpaid amounts and benefits earned and vested prior to Executive's termination;

(e) if Executive and Executive's Family Members have medical and dental coverage on the date of such termination under a group health plan sponsored by the Company, the Company will reimburse Executive for the total applicable premium cost for medical and dental coverage under COBRA for Executive and Executive's Family Members for a period of **twelve (12) months**, commencing on the date of such termination; provided, that the Company shall have no obligation to reimburse Executive for the premium cost of COBRA coverage as of the date Executive and Executive's Family Members become eligible to obtain comparable benefits from a subsequent employer;

(f) the Company shall provide Executive outplacement assistance, as determined by the Company in its discretion.

3. Effect of Change in Control. In the event of a Change of Control as defined in Section 7(c) in addition to any other consequences provided for in this Agreement,

(a) all options to acquire shares of the Company held by the Executive shall become fully vested immediately prior to the effective date of the Change in Control.

Executive shall have a reasonable opportunity to exercise all or any portion of such options prior to the effective date of the Change in Control, and any options not exercised prior to the effective date of the Change in Control shall terminate as of the effective date of the Change in Control and will be of no further force or effect. To the extent that this section 3(a) is inconsistent with the provisions of the relevant plan and granting instruments under which such options were issued, the Company and Executive agree that such inconsistent provisions are hereby superceded and the provisions of this Section 3(a) shall govern; and

(b) all shares of restricted stock and/or restricted stock units awarded to Executive shall fully vest immediately prior to the Change in Control.

4. Limitation. Nothing in this Agreement or in any other plan, award or agreement of the Company applicable to the Executive shall result in the reduction or limitation of (i) any payments under Section 2 and/or (ii) the accelerated vesting of options to acquire common stock and/or (iii) shares of restricted stock and/or restricted stock units under Section 3 or (iv) any other payments or benefits (the "Total Payments") that may be deemed to be contingent upon a change in ownership or control pursuant to Section 280G of the Internal Revenue Code ("Code"), regardless of whether the Total Payments would be subject to the excise tax imposed by Section 4999 of the Code. If the Executive does become liable for any excise tax under Section 4999 of the Code, such liability shall not entitle the Executive to any additional payments from the Company to reimburse the Executive for such tax liability. The Company shall be entitled to withhold from payments due to the Executive an amount equal to the actual amount of any excise tax under Section 4999 of the Code to which the Executive is subject, as determined by the Company's independent auditors.

5. Time of Payments. All payments made to Executive under any of the subsections of Section 2 which are based upon Executive's Base Salary or Target Bonus shall be made at or as soon as practicable after the termination of Executive's employment.

6. Release. Notwithstanding anything else herein to the contrary, Executive shall not be entitled to realize or receive any termination related benefits provided for under this Agreement, including, without limitation, all post-termination payments and the acceleration of option or restricted stock or restricted stock unit vesting schedules, unless Executive shall have executed and delivered to the Company a full release (reasonably satisfactory to the Executive and the Company's counsel) of all claims against the Company and its affiliates, successors and assigns.

7. Definitions.

(a) "Base Salary" means Executive's annual base salary as established by the Board of Directors of the Company ("Board") or the Compensation Committee from time to time. Executive's initial Base Salary is as set forth in the Offer Letter

(b) "Cause" means:

(i) the willful engaging by Executive in illegal conduct or gross misconduct which is demonstrably and materially injurious to the Company; or

(ii) Executive's refusal or inability to perform the duties of his or her position as an executive employed by the Company, which refusal or inability is demonstrably and materially injurious to the Company; or

(iii) Executive's breach of his or her obligations under this Agreement or any employment agreement between the Company and Executive, which breach is demonstrably and materially injurious to the Company; or

(iv) Executive's failure, where applicable, to maintain Executive's immigration status with the U.S. Immigration and Naturalization Service or the Executive's failure to maintain valid employment authorization to provide services to the Company.

For purposes of this Section 7(b), no act or failure to act on Executive's part shall be deemed "willful" unless done, or omitted to be done, by Executive not in good faith and without reasonable belief that Executive's action of omission was in the best interest of the Company. Notwithstanding the foregoing, with respect to the definitions of Cause set forth in clauses (i)-(iii) above, Executive shall not be deemed to have been terminated for Cause unless and until the Company delivers to Executive a notice of such termination for Cause. Such notice shall be in writing, addressed to Executive, labeled "Personal and Confidential," and sent to the address for Executive set forth in Section 8(i) hereof. Any such notice shall describe, with particularity, the conduct of Executive forming the basis for such termination of employment. Any such notices shall become effective on the 30th day following delivery thereof to Executive if Executive has not cured the conduct identified in such notice to the satisfaction of the Company, provided, however, that the Company may elect to make such termination effective immediately, in which case Executive's employment shall terminate immediately upon delivery of the notice of termination, but the Company shall continue to pay Executive his or her salary during such 30-day period and the last day of such 30-day period shall be deemed to be the date of termination of his or her employment for purposes of any pro rata calculations and determination of post-termination periods under this agreement.

(c) "Change in Control" means the following:

(i) "Board Change" which, for purposes of this Agreement, shall have occurred if, over any twenty-four month period, a majority of the seats (other than vacant seats) on the Company's Board were to be occupied by individuals who were neither (A) nominated by at least one-half (1/2) of the directors then in office (but excluding, for purposes of determining directors then in office, any director whose initial assumption of office occurs as a result of either an actual or threatened election contest, or other actual or threatened solicitation of proxies or consents by or on behalf of a Person (as defined herein) other than the Company or its board of directors); nor (B) appointed by directors so nominated, or

(ii) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the

"Exchange Act"), (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority of the then outstanding voting securities of the Company; provided, however, that the following acquisitions shall not constitute a Change of Control: (1) any acquisition by the Company, or (2) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (3) any public offering or private placement by the Company of its voting securities; or

(iii) a consolidation of the Company with another entity, or a merger of the Company with another entity in which neither the Company nor a corporation that, prior to the merger, was a subsidiary of the Company shall be the surviving entity; or

(iv) a merger of the Company following which either the Company or a corporation that, prior to the merger, was a subsidiary of the Company shall be the surviving entity and a majority of the then outstanding voting securities of the Company is beneficially owned (within the meaning of beneficial owner, as specified below) by a Person or Persons who were not "beneficial owners," as defined in Rule 13d-3 of the Exchange Act, of a majority of the Outstanding Company Voting Securities immediately prior to such merger; or

(v) a voluntary or involuntary liquidation of the Company;

(vi) a sale or disposition by the Company of at least 80% of its assets in a single transaction or a series of transactions (other than a sale or disposition of assets to a subsidiary of the Company in a transaction not otherwise involving a Change in Control or a change in control of such subsidiary).

Transactions in which the Executive is part of the acquiring group do not constitute a Change in Control.

(d) "Good Reason" means:

(i) any material adverse change in Executive's status or position as an officer of the Company, including, without limitation, any diminution in Executive's duties, responsibilities or authority as of the Effective Date or the assignment to Executive of any duties or responsibilities that are inconsistent with Executive's status or position; provided, however, that none of the foregoing shall be deemed to have occurred by virtue of a change in Executive's reporting relationship as long as Executive maintains his then current duties and responsibilities;

(ii) a reduction in Executive's then current Base Salary or Target Bonus; or

(iii) prior to Executive being permitted to terminate his employment for Good Reason hereunder, the Company shall have failed to cure any alleged condition described in subparagraphs (i) – (ii) above within the "Cure Period" (defined below). For purposes of this Paragraph 7(d), the term "Cure Period" means the period commencing on the date of receipt of Executive's notice referred to in the preceding sentence and

ending on the earlier of (A) sixty (60) days thereafter or (B) two weeks prior to the first anniversary of the relevant Change in Control.

(e) "Target Bonus" means the performance based cash bonus as determined under the Company's bonus plan for management (and any successor bonus plan covering management). The amount of Executive's annual Target Bonus is determined by the Board in its discretion following consultation between the Principal Executive Officer and Executive prior to, or within sixty (60) days after the commencement of, each fiscal year. Executive's initial Target Bonus is as set forth in the Offer Letter.

7A. The Company shall indemnify Executive and hold him harmless from and against any claim, liability and expense (including, without limitation, reasonable attorney fees) made against or incurred by him in connection with his employment by the Company. Such indemnification shall be provided in a manner and to an extent that is not less favorable to the Executive as the indemnification protection that is afforded by the Company to any other officer of comparable title and that is consistent with industry custom and standards.

8. Miscellaneous.

(a) No Funding of Severance. Nothing contained in this Agreement or otherwise shall require the Company to segregate, earmark or otherwise set aside any funds or other assets to provide for any payments required to be made under Section 2 hereof, and the rights of Executive to any benefits hereunder shall be solely those of a general, unsecured creditor of the Company.

(b) Beneficiaries. In the event of Executive's death, any amount or benefit payable or distributable to Executive pursuant to this Agreement shall be paid to the beneficiary designated by Executive for such purpose in the last written instrument received by the Company prior to Executive's death, if any, or, if no beneficiary has been designated, to Executive's estate, but such designation shall not be deemed to supersede any beneficiary designation under any benefit plan of the Company.

(c) Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

(d) Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provision of this Agreement will not be affected or impaired thereby.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by Section 7(g), successors and assigns. The Company will require its successors to expressly assume its obligations under this Agreement.

(g) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable (including by operation of law) by either party without the prior written consent of the other party to this Agreement.

(h) Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement. No delay on the part of the Company in exercising any right hereunder shall operate as a waiver of such right. No waiver, express or implied, by the Company of any right or any breach by Executive shall constitute a waiver of any other right or breach by Executive.

(i) Notices. All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, electronic facsimile or e-mail addressed to the receiving party at the address set forth herein. All such communications shall be effective when received.

Address for the Executive:

Ana I. Stancic
1 Squire Court
Mahwah, NJ 07430

Address for the Company:

Enzon Pharmaceuticals, Inc.
20 Kingsbridge Road
Piscataway, New Jersey 08854
Attn: Vice President and General Counsel

Any party may change the address set forth above by notice to each other party given as provided herein.

(j) Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(k) Governing Law. ALL MATTERS RELATING TO THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW JERSEY, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISIONS THEREOF.

(l) Arbitration. Any claim or controversy arising out of or relating to this Agreement or the breach hereof shall be settled by arbitration in accordance with the laws of the State of New Jersey. Such arbitration shall be conducted in the State of New Jersey in accordance with the rules then existing of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event of any dispute arising under this Agreement, the respective parties shall be responsible for the payment of their own legal fees and disbursements.

(m) Third-Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities of any nature whatsoever.

(n) Withholding Taxes. The Company may withhold from any benefits payable under this Agreement or any other agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling. Executive hereby agrees to indemnify and hold harmless the Company should the Company fail to withhold tax from any such payment from which tax is required to be withheld.

(o) No Right to Continued Employment. Executive understands that this Severance Agreement is not an employment contract and nothing contained herein creates any right to continuous employment with the Company, or to employment by the Company for any specified period of time.

(p) Termination of Previous Agreement. The Previous Agreement is hereby terminated and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ENZON PHARMACEUTICALS, INC.

By: /s/ Ralph del Campo

Ralph del Campo
Chief Operating Officer & Principal Executive Officer

By: /s/ Ana I. Stancic

Ana I. Stancic



For Immediate Release

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ENZON Names Ana I. Stancic Chief Financial Officer

PISCATAWAY, NJ – May 31, 2011 – Enzon Pharmaceuticals, Inc. (Nasdaq: ENZN) today announced that Ana I. Stancic has been named Senior Vice President and Chief Financial Officer of the Company, effective June 8, 2011. Ms. Stancic has more than 20 years of extensive and diversified finance, accounting and operational experience in the health care industry. In her new position, Ms. Stancic will oversee Enzon's financial planning, strategy and controls as well as its investor relations and information technology functions, reporting to Ralph del Campo, Chief Operating Officer and Principal Executive Officer of Enzon. Mark Ogden, who has served as Acting Vice President, Finance and Principal Financial Officer while the Company conducted a search for a Chief Financial Officer, will remain as a consultant to Enzon on accounting and financial matters during a transition period.

"Ana brings great depth of experience to Enzon and we are pleased to have her as a member of the management team," stated Alex Denner, Chairman of the Board. "We look forward to her contributions as Chief Financial Officer, and thank Mark for his service to the Company."

Most recently, Ms. Stancic served as senior vice president and chief financial officer of M2Gen, a wholly owned for-profit subsidiary of Moffitt Cancer Center. Prior to that, she served as chief financial officer of Aureon Laboratories, Inc., a private oncology diagnostic company. From 2007 to 2008, she was executive vice president and chief financial officer at Omrix Biopharmaceuticals, Inc., which was acquired by Johnson & Johnson. From 2004 to 2007, Ms. Stancic was at ImClone Systems, Inc., which was acquired by Eli Lilly, Inc. At ImClone, she served in various financial roles, including senior vice president, finance. Prior to joining ImClone, she was vice president and controller at Savient Pharmaceuticals, Inc. She currently serves as a member of the Board of Directors of Champions Biotechnology, Inc., KV Pharmaceutical and Genta Incorporated.

Ms. Stancic began her career at PricewaterhouseCoopers in the Assurance practice where she had responsibility for international and national companies in the pharmaceutical and services industries. Ms. Stancic is a Certified Public Accountant and holds an M.B.A. from Columbia University Graduate School of Business.

About Enzon

Enzon Pharmaceuticals, Inc. is a biotechnology company dedicated to the research and development of innovative therapeutics for cancer patients with high unmet medical needs. Enzon's drug-development programs utilize two platforms - Customized PEGylation Linker Technology (Customized Linker Technology[®]) and third-generation mRNA-targeting agents utilizing the Locked Nucleic Acid (LNA) technology. Enzon currently has four compounds in clinical development and multiple novel LNA targets in preclinical research. Enzon receives royalty revenues from licensing arrangements with other companies related to sales of products developed using its Customized Linker Technology. Further information about Enzon and this press release can be found on the Company's website at www.enzon.com.

Forward Looking Statements

There are forward-looking statements contained herein, which can be identified by the use of forward-looking terminology such as the words "believes," "expects," "may," "will," "should," "potential," "anticipates," "plans," or "intends" and similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, events or developments to be materially different from the future results, events or developments indicated in such forward-looking statements. Such factors include but are not limited to the timing, success and cost of clinical studies for Enzon's product candidates, the ability to obtain regulatory approval of Enzon's product candidates, Enzon's ability to obtain the funding necessary to develop its product candidates, market acceptance of and demand for Enzon's product candidates, and the impact of competitive products, pricing and technology. A more detailed discussion of these and other factors that could affect results is contained in Enzon's filings with the U.S. Securities and Exchange Commission, including Enzon's most recent Annual Report on Form 10-K for the year ended December 31, 2010. These factors should be considered carefully and readers are cautioned not to place undue reliance on such forward-looking statements. No assurance can be given that the future results covered by the forward-looking statements will be achieved. All information in this press release is as of the date of this press release and Enzon does not intend to update this information.
