

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

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 29, 2019

**ADMA BIOLOGICS, INC.**

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-36728 (Commission File Number)	56-2590442 (IRS Employer Identification No.)
465 State Route 17, Ramsey, New Jersey (Address of principal executive offices)		07446 (Zip Code)

Registrant's telephone number, including area code: (201) 478-5552

(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 *see* General Instruction A.2. below):

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	ADMA	Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Other Events.**

On August 29, 2019, ADMA Biomanufacturing, LLC (“ADMA Biomanufacturing”), a wholly-owned subsidiary of ADMA Biologics, Inc. (the “Company”), entered into Amendment #1 (the “Amendment”) to the Transition Services Agreement (the “TSA”) with Biotest Pharmaceuticals Corporation. The TSA had been entered into on June 6, 2017. The Amendment provides that the TSA shall be extended for a period of 12 months commencing in June 2019.

The description of the Amendment set forth above does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

**Item 9.01 Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1*	<a href="#"><u>Amendment #1 to Transition Services Agreement, dated as of August 29, 2019, by and between ADMA Biomanufacturing, LLC and Biotest Pharmaceuticals Corporation.</u></a>

\* Portions of this exhibit and the schedules thereto, marked by brackets, have been omitted pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act of 1933, as amended, because they are both (i) not material and (ii) would likely cause competitive harm to the registrant if publicly disclosed. The registrant undertakes to promptly provide an unredacted copy of the exhibit on a supplemental basis, if requested by the Commission or its staff.

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SIGNATURE

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

September 5, 2019

ADMA Biologics, Inc.

By: /s/ Brian Lenz

Name: Brian Lenz

Title: Executive Vice President and Chief Financial Officer

AMENDMENT #1 TO TRANSITION SERVICES AGREEMENT

THIS AMENDMENT #1 TO THE TRANSITION SERVICES AGREEMENT (this “Amendment #1”) between ADMA Biomanufacturing, LLC (“ADMA”) and Biotest Pharmaceuticals Corporation (“BPC”) shall be effective as of June 6, 2019 (the “Effective Date”). BPC and ADMA are each sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, ADMA and BPC entered into a Transitions Services Agreement dated as of June 6, 2017 (the “Agreement”); and

WHEREAS, ADMA and BPC wish to amend and extend the Agreement.

PROVISIONS

NOW, THEREFORE, in consideration of the respective promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Section 3.1 entitled “Term”, shall be amended to add the following:

“The agreement shall be extended for a period of twelve (12) months commencing on the second anniversary of the Effective Date of the Agreement (the “Extension Period”). For avoidance of doubt the Extension Period shall commence on June 6, 2019. All applicable services as stated in the Services Schedules shall continue. In addition, the Parties may add additional services upon mutual written agreement.”

2. Section 6.4 entitled, “Notices”, shall be amended by deleting section (a) as it relates to BPC and replacing it with the following:

- (a) If to BPC:

Biotest Pharmaceuticals Corporation  
901 Yamato Road, Suite 101  
Boca Raton, FL 33431  
Attn: Ileana Carlisle, CEO

with a copy to (which will not constitute notice):

Biotest Pharmaceuticals Corporation  
901 Yamato Road, Suite 101  
Boca Raton, FL 33431  
Attn: Legal Department

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**MISCELLANEOUS**

Each Party certifies that each of its representations and warranties set forth in this Amendment #1 is true and correct as of the date hereof as though made on the date hereof.

Capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

Except as expressly provided herein, all terms and conditions set forth in the Agreement remain unchanged and continue in full force and effect. This Amendment #1 shall govern in the event of any conflict between this Amendment #1 and the Agreement. Capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Agreement. It is agreed by the parties that all references to the Agreement hereafter made by them in any document or instrument delivered pursuant to or in connection with the Agreement shall be deemed to refer to the Agreement as amended hereby.

This Amendment #1 and the Agreement embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to the subject matter.

This Amendment #1 may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same single document, and any such counterpart containing an electronically scanned or facsimile signature will have the same effect as original manual signatures.

The Parties agree that they and their employees shall execute all documents and do all other things necessary to carry out the intent to implement the provisions of this Amendment #1.

**IN WITNESS WHEREOF**, the parties hereby have caused this Amendment #1 to the Agreement to be executed and the persons signing below warrant that they are duly authorized to sign for and on behalf of their respective Parties.

**ADMA BIOMANUFACTURING, LLC**

By: /s/ Adam Grossman

Name: Adam Grossman

Title: President and Chief Executive Officer

Date: August 29, 2019

**BIOTEST PHARMACEUTICALS CORPORATION**

By: /s/ Ileana Carlisle

Name: Ileana Carlisle

Title: Chief Executive Officer and President

Date: August 29, 2019

**Revised Schedule 1**

**BPC Transition Services**

Omitted pursuant to Item 601(a)(5) of Regulation S-K.

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**Schedule 2**

**ADMA Transition Services**

Omitted pursuant to Item 601(a)(5) of Regulation S-K.

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**Schedule 3**

**Laboratory Space**

Omitted pursuant to Item 601(a)(5) of Regulation S-K.

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**Schedule 4**

**Warehouse and Freezer/Refrigerator (Cold) Storage**

Omitted pursuant to Item 601(a)(5) of Regulation S-K.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereby have caused these revised Schedules to the Transition Services Agreement to be executed and the persons signing below warrant that they are duly authorized to sign for and on behalf of their respective Parties.

**ADMA BIOMANUFACTURING, LLC**

By: /s/ Adam Grossman

Name: Adam Grossman

Title: President and Chief Executive Officer

Date: August 29, 2019

**BIOTEST PHARMACEUTICALS CORPORATION**

By: /s/ Ileana Carlisle

Name: Ileana Carlisle

Title: Chief Executive Officer and President

Date: August 29, 2019

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Information in this exhibit identified by [\*\*\*] is confidential and has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) would likely cause competitive harm to the registrant if publicly disclosed.

**Exhibit "A"**

**Transition Services Fee Schedule**

<b>Shared Services by Level</b>	<b>Hourly Rate</b>
Senior Management (i.e. CEO, CFO, CSO)	\$[***]
VP Average	\$[***]
Sr. Director Average	\$[***]
Director Average	\$[***]
Sr. Manager Average	\$[***]
Manager Average	\$[***]
Full Time Exempt Average	\$[***]
Full Time Non-Exempt Average	\$[***]

If BPC or ADMA uses a Third Party Service Provider to provide any of the Services described in these Service Schedules, the amount payable by ADMA or BPC in respect of the Services received by such Party shall be identical to the rate that BPC or ADMA, as applicable, is charged by such Third Party Service Provider for such Services.