

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): July 19, 2018

ADMA BIOLOGICS, INC.

(Exact name of registrant as specified in its charter)

Delaware	001-36728	56-2590442
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

465 State Route 17, Ramsey, New Jersey	07446
(Address of principal executive offices)	(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))

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 Entry into a Material Definitive Agreement.

Amendment #1 to Plasma Supply Agreement

On July 19, 2018, Biotest Pharmaceuticals Corporation (“BPC”) and ADMA BioManufacturing, LLC, a Delaware limited liability company (“ADMA BioManufacturing”) and wholly-owned subsidiary of ADMA Biologics, Inc., a Delaware corporation (the “Company”), entered into Amendment #1 (the “Amendment to Plasma Supply Agreement”) to that certain Plasma Supply Agreement, dated as of June 6, 2017, which provides for the sale by BPC to ADMA BioManufacturing of hyperimmune plasma containing antibodies to the hepatitis B virus. The Amendment to Plasma Supply Agreement provides, among other things, that in the event BPC elects not to supply in excess of ADMA BioManufacturing’s specified amount of hepatitis B plasma and ADMA BioManufacturing is unable to secure hepatitis B plasma from a third party at a price which is within a low double digit percentage of the price which ADMA BioManufacturing pays to BPC, then BPC shall reimburse ADMA BioManufacturing for the difference in price ADMA BioManufacturing incurs.

The description of the Amendment to Plasma Supply Agreement set forth above does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment to Plasma Supply Agreement, a copy of which will be filed with the Company’s next Quarterly Report on Form 10-Q.

Amendment to Plasma Purchase Agreement

On July 19, 2018, BPC and ADMA BioManufacturing entered into a letter amendment (the “Amendment to Plasma Purchase Agreement”) to that certain Plasma Purchase Agreement, dated as of June 6, 2017, by and between BPC and ADMA BioManufacturing, which provides for the sale by BPC to ADMA BioManufacturing of certain quantities of Normal Source Plasma (“NSP”) to be used by ADMA BioManufacturing. The Amendment to Plasma Purchase Agreement provides, among other things, agreed upon amounts of NSP to be supplied by BPC to ADMA BioManufacturing in calendar year 2019 at a specified price per liter, provided that ADMA BioManufacturing delivers a valid purchase order to BPC. Additionally, pursuant to the Amendment to Plasma Purchase Agreement, BPC agrees that, for calendar years 2020 and 2021, it shall supply no less than a high double digit percentage of ADMA BioManufacturing’s requested NSP amounts, provided that such requested NSP amounts are within an agreed range, at a price per liter to be mutually determined. Furthermore, pursuant to the Amendment to Plasma Purchase Agreement, in the event BPC fails to supply ADMA BioManufacturing with at least a high double digit percentage of ADMA BioManufacturing’s requested NSP amounts, BPC shall promptly reimburse ADMA BioManufacturing the difference in price ADMA BioManufacturing incurs due to BPC’s election not to supply NSP to ADMA BioManufacturing in such amounts as requested.

The description of the Amendment to Plasma Purchase Agreement set forth above does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment to Plasma Purchase Agreement, a copy of which will be filed with the Company’s next Quarterly Report on Form 10-Q.

Biotest Voting Share, Loan and Land Transfer

As previously disclosed, on May 14, 2018, the Company and its two wholly-owned subsidiaries, ADMA BioManufacturing and ADMA Bio Centers Georgia Inc., a Delaware corporation, entered into a Share Transfer, Amendment and Release Agreement with BPC, Biotest AG, Biotest US Corporation and The Biotest Divestiture Trust (the “Biotest Trust”) (the “Biotest Transfer Agreement”). Pursuant to the Biotest Transfer Agreement, among other things, BPC agreed to transfer its remaining holdings of Common Stock to the Biotest Trust following receipt of all required regulatory approvals for the Biotest Trust to own and hold the Common Stock. Pursuant to the Biotest Transfer Agreement, for a 90-day period following the Voting Share Closing Date (as defined below), the Biotest Trust has granted the Company a right of first negotiation for the purchase of the remaining shares of Common Stock held by the Biotest Trust.

On July 24, 2018 (the “Voting Share Closing Date”), pursuant to the Biotest Transfer Agreement and an Assignment and Assumption Agreement (ADMA Shares), by and among Biotest AG, BPC and the Biotest Trust, BPC transferred 10,109,534 shares of the Company’s common stock, \$0.0001 par value per share (“Common Stock”), to the Biotest Trust (the “Biotest Voting Shares Transfer”). In connection with the Biotest Voting Shares Transfer, the Biotest Trust has agreed to be bound by all obligations of, and will have all of the remaining rights of BPC under, that certain: (i) Stockholders Agreement, dated as of June 6, 2017, by and between the Company and BPC, as amended by the Biotest Transfer Agreement; and (ii) Registration Rights Agreement, dated as of June 6, 2017, by and between the Company and BPC, as amended by the Biotest Transfer Agreement. Like BPC, the Trust will be subject to compliance with U.S. securities laws by virtue of ownership of the Common Stock.

On July 20, 2018, in connection with the U.S. Government required divestiture of all of BPC's U.S. assets in connection with the sale of Biotest AG to CREAT Group Corporation (the "Biotest Sale"), Biotest AG, BPC, ADMA BioManufacturing and the Company entered into an Assignment and Assumption Agreement (ADMA Loan) (the "Loan Transfer Agreement") whereby BPC transferred to Biotest AG all of its obligations, rights, title and interest in that certain unsecured, subordinated loan agreement, dated as of June 6, 2017, between BPC, as the lender, and the Company, as the borrower, which provides for a loan facility in an aggregate principal amount of \$15 million, bearing interest at a rate per annual equal to 6%, with a maturity of five years.

On July 20, 2018, in connection with the Biotest Sale, Biotest Real Estate Corp., Biotest AG, BPC, ADMA BioManufacturing and the Company entered into an Agreement to Transfer Land (the "Land Transfer Agreement") whereby BPC agreed to transfer to Biotest AG all of its rights, title and interest in the "Undeveloped Real Property" (as defined in that certain Master Purchase Agreement, dated as of January 21, 2017, by and among the Company, BPC, ADMA BioManufacturing, Biotest AG and Biotest US Corporation (the "Master Purchase Agreement")), subject to the terms of Section 8.11 of the Master Purchase Agreement. As previously disclosed, pursuant to Section 8.11 of the Master Purchase Agreement, at any time from and after the June 6, 2017 closing date of the Master Purchase Agreement (the "MPA Closing Date") until the tenth anniversary of the MPA Closing Date, if BPC intends to market for sale the Undeveloped Real Property, BPC is required to give ADMA BioManufacturing a right of first offer to purchase the Undeveloped Real Property solely in cash.

The descriptions of the Loan Transfer Agreement and the Land Transfer Agreement set forth above do not purport to be complete and are qualified in their entirety by reference to the full text of the agreements, copies of which are filed hereto as Exhibit 10.1 and Exhibit 10.2, respectively.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Assignment and Assumption Agreement (ADMA Loan), dated as of July 20, 2018, by and among Biotest AG, Biotest Pharmaceuticals Corporation, ADMA BioManufacturing, LLC and ADMA Biologics, Inc.</u>
10.2	<u>Agreement to Transfer Land, dated as of July 20, 2018, by and among Biotest Real Estate Corp., Biotest AG, Biotest Pharmaceuticals Corporation, ADMA BioManufacturing, LLC and ADMA Biologics, Inc.</u>

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.

July 24, 2018

ADMA Biologics, Inc.

By: /s/ Brian Lenz
Name: Brian Lenz
Title: Executive Vice President and Chief
Financial Officer

ASSIGNMENT AND ASSUMPTION AGREEMENT (ADMA LOAN)

THIS **ASSIGNMENT AND ASSUMPTION AGREEMENT (ADMA LOAN)** (the “**Agreement**”) is dated and effective this 20th day of July, 2018 (“**Effective Date**”), by and among BIOTEST AG (“**Biotest**”) and BIOTEST PHARMACEUTICALS CORPORATION (“**BPC**”), and solely for purposes of Section 2 hereof, ADMA BIOMANUFACTURING, LLC and ADMA BIOLOGICS, INC. (together, “**ADMA**”). Each individual party to the Agreement is referred to as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, BPC and ADMA entered into a certain Subordinated Loan Agreement, with an effective date of June 6, 2017, a copy of which is attached hereto as Exhibit “A” (the “**ADMA Loan Agreement**”);

WHEREAS, in connection with the ADMA Loan Agreement, BPC entered into a Subordination Agreement dated as of October 10, 2017, with Marathon Healthcare Finance Fund, L.P. and Wilmington Trust, National Association, a copy of which is attached hereto as Exhibit “B” (the “**Subordination Agreement**”);

WHEREAS, BPC wishes to assign all of its rights, interest and obligations in the ADMA Loan Agreement and the Subordination Agreement to Biotest AG; and

WHEREAS, the consent of ADMA is required in connection with the assignment of the ADMA Loan Agreement;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as set forth below.

1. ASSIGNMENT AND ASSUMPTION

1.1 Assignment of ADMA Loan Agreement and Subordination Agreement. BPC does hereby grant, sell, assign, transfer and convey to Biotest AG, its successors and assigns, all of BPC’s right, title and interest in, to and under, together with BPC’s obligations under the ADMA Loan Agreement and Subordination Agreement. From and after the Effective Date, all references in the ADMA Loan Agreement to “Lender” shall mean Biotest AG and all references in the Subordination Agreement to “Creditor” shall mean Biotest AG.

1.2 Acceptance and Assumption by Biotest of ADMA Loan Agreement Subordination Agreement. Biotest hereby accepts the foregoing assignment and assumes all of the obligations of BPC under the ADMA Loan Agreement and the Subordination Agreement.

2. CONSENT AND ACKNOWLEDGEMENT

2.1 Acknowledgement. The Parties acknowledge that as of the Effective Date, the outstanding amount of principal and accrued interest owed by ADMA to BPC under the ADMA Loan Agreement is \$15,000,000 principal and \$112,500 of accrued and unpaid interest. The Parties further acknowledge that, as of the Effective Date, no Event of Default (as defined in the ADMA Loan Agreement) or event that with the passage of time or notice or both would become such an Event of Default exists under the ADMA Loan Agreement.

2.2 Consent. ADMA hereby consents to the aforementioned assignment and assumption of the Loan Agreement from BPC to Biotest AG.

3. MISCELLANEOUS PROVISIONS

3.1 Governing Law. The validity and effect of this Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed and enforced in accordance with the laws of Delaware, without regard to its conflict of law provisions.

3.2 Authority. Each Party has the requisite corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated herein and to perform all the terms and conditions to be performed by it as provided for in this Agreement. The execution and delivery of this Agreement has been duly authorized and approved by all necessary corporate action. This Agreement has been duly executed and delivered by all Parties and constitutes the valid and binding obligation of each Party, enforceable against it in accordance with its terms. No consents or authorizations of third parties are required for a Party to consummate the transactions contemplated herein.

3.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

3.4 Integration. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof.

3.5 Further Assurances. All Parties agrees to execute any and all documents and take such further actions as shall reasonably be required to effectuate this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

BIOTEST AG

a company organized under the laws of Germany

By: /s/ Dr. Bernhard Ehmer

Name: Dr. Bernhard Ehmer

Title: Chief Executive Officer

By: /s/ Dr. Michael Ramroth

Name: Dr. Michael Ramroth

Title: Chief Financial Officer

BIOTEST PHARMACEUTICALS CORPORATION

a Delaware corporation

By: /s/ Donna Quinn

Name: Donna Quinn

Title: Vice President and General Counsel

[Signatures Continued on Following Page]

[Signature Page to Assignment and Assumption Agreement (ADMA LOAN)]

SOLELY FOR PURPOSES OF SECTION 2:

ADMA BIOMANUFACTURING, LLC
a Delaware limited liability company

By: /s/ Adam Grossman

Name: Adam Grossman

Title: President & Chief Executive Officer

ADMA BIOLOGICS, INC.
a Delaware corporation

By: /s/ Adam Grossman

Name: Adam Grossman

Title: President & Chief Executive Officer

[Signatures End Here]

[Signature Page to Assignment and Assumption Agreement (ADMA LOAN)]

EXHIBIT A
ADMA Loan Agreement

EXHIBIT B
SUBORDINATION AGREEMENT

AGREEMENT TO TRANSFER LAND

THIS AGREEMENT TO TRANSFER LAND (the “**Agreement**”) is dated and effective this 20th day of July, 2018 (“**Effective Date**”) by and among Biotest Real Estate Corp., a wholly owned subsidiary of BIOTEST AG (“**Assignee**”), Biotest AG (“**Biotest**”) and BIOTEST PHARMACEUTICALS CORPORATION (“**BPC**”) and, solely for purposes of Section 2 hereof, ADMA BIOMANUFACTURING, LLC and ADMA BIOLOGICS, INC. (together, “**ADMA**”). Each of the parties herein is individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

WITNESSETH:

WHEREAS, BPC wishes to transfer to Assignee all of BPC’s rights and interest in property located at ARVIDA PARK OF COMMERCE PL 6 PARCEL N, Boca Raton, Florida (Parcel Control No. 06-43-47-06-03-014-0000), as more fully described as Parcel 2 on the attached Exhibit “A” (the “**Land**”); and

WHEREAS, the transfer of the Land is subject to certain rights of first offer provisions and certain development restrictions (collectively, the “**Restrictions**”) set forth in Section 8.11 of that certain Master Purchase and Sale Agreement, dated as of January 21, 2017, by and among BPC, Biotest AG, Biotest US Corporation, ADMA BioManufacturing, LLC and ADMA Biologics, Inc. (the “**Master Purchase Agreement**”).

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as set forth below.

1. ASSIGNMENT AND ASSUMPTION

- 1.1 Conveyance and Assignment of the Land. BPC does hereby agree to grant, sell, assign, transfer and convey to Assignee, its successors and assigns, all of BPC’s right, title and interest in and to the Land, subject to the terms of Section 8.11 of the Master Purchase Agreement.
- 1.2 Assumption of Obligations under Master Purchase Agreement. Assignee hereby agrees to accept assignment of the Land, subject to the Restrictions.
- 1.3 Biotest Consent. Biotest hereby consents to the transfer of the Land to Assignee. Assignee hereby agrees to comply with the terms of the Restrictions in the same manner as if Assignee was a signatory to the Master Purchase Agreement, and Biotest covenants and agrees to cause Assignee to comply with the terms of the Restrictions.

2. CONSENT AND ACKNOWLEDGEMENT OF ADMA

- 2.1 Acknowledgement. ADMA hereby acknowledges the transfer of the Land by BPC to Assignee in accordance with the terms hereof, and consents to the assignment and assumption by Assignee and Biotest of the Restrictions.
-

3. MISCELLANEOUS PROVISIONS

3.1 Governing Law. The validity and effect of this Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed and enforced in accordance with the laws of Florida, without regard to its conflict of laws provisions.

3.2 Authority. Each Party has the requisite corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated herein and to perform all the terms and conditions to be performed by it as provided for in this Agreement. The execution and delivery of this Agreement has been duly authorized and approved by all necessary corporate action. This Agreement has been duly executed and delivered by all Parties and constitutes the valid and binding obligation of each Party, enforceable against it in accordance with its terms. No consents or authorizations of third parties are required for a Party to consummate the transactions contemplated herein.

3.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

3.4 Integration. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof.

3.5 Further Assurances. All Parties agrees to execute any and all documents and take such further actions as shall reasonably be required to effectuate this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

BIOTEST REAL ESTATE CORP.
a Delaware corporation

By: /s/ Dr. Michael Ramroth

Name: Dr. Michael Ramroth

Title: Chief Financial Officer

BIOTEST PHARMACEUTICALS CORPORATION
a Delaware corporation

By: /s/ Donna Quinn

Name: Donna Quinn

Title: Vice President and General Counsel

BIOTEST AG
a company organized under the laws of Germany

By: /s/ Dr. Bernhard Ehmer

Name: Dr. Bernhard Ehmer

Title: Chief Executive Officer

By: /s/ Dr. Michael Ramroth

Name: Dr. Michael Ramroth

Title: Chief Financial Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page to Agreement to Transfer Land]

SOLELY FOR PURPOSES OF
SECTION 2:

ADMA BIOMANUFACTURING, LLC
a Delaware limited liability company

By: /s/ Adam Grossman

Name: Adam Grossman

Title: President & Chief Executive Officer

ADMA BIOLOGICS, INC.
a Delaware corporation

By: /s/ Adam Grossman

Name: Adam Grossman

Title: President & Chief Executive Officer

[END OF SIGNATURES]

[Signature Page to Agreement to Transfer Land]

EXHIBIT A

Legal Description of the Land

[ATTACHED HERETO]

EXHIBIT "A"

Parcel 1:

Parcel "A" Arvida Park of Commerce Plat No. 15, according to the plat thereof as recorded in Plat Book 68, pages 68 and 69, of the Public Records of Palm Beach County, Florida, Less and Except the following, being a Parcel of land for lake purposes lying in Section 6, Township 47 South, Range 43 East, City of Boca Raton, Palm Beach County Florida, as recorded in Official Records Book 4365, Pages 1019 – 1040 and being more particularly described as follows:

Commencing at the Northwest corner of Parcel "D" in Arvida/Wochna Plat No. 1, recorded in Plat Book 48, pages 59 and 60 of the Public Records of of Palm Beach County, Florida (for convenience, the bearings shown hereon are relative to an assumed meridian). said corner being the Point of Beginning of this description; thence North 14° 48'46" East, along the Easterly line of Parcel R-2A in said Plat, a distance of 12.34 feet to a curve, being the Southerly right of way line of park of Commerce Boulevard. The tangent to Said curve bears North 55° 57'24" East; thence Northeasterly, along the arc of Said curve concave to the Northwest, having a radius of 384.84 feet and a central angle of 09° 10'55", a distance of 61.67 feet, along Said right of way line, to a point, the tangent to the last described curve bears North 46° 46'28" East; thence North 57° 05'02" East a distance of 19.71 feet to the beginning of a curve; thence Northeasterly, Easterly and Southeasterly, along the arc of said curve concave to the Southeast, having a radius of 182.00 feet and central angle of 56° 40'53", a distance of 180.05 feet to point of reverse curve; thence Southeasterly, Easterly and Northeasterly, along the arc of said reverse curve, concave to the North, having a radius of 341.00 feet and central angle of 48° 37'25", a distance of 289.39 feet to a point; Thence North 65° 08'30" East, along the last mentioned tangent curve, a distance of 30.96 feet to the beginning of a curve; thence Northeasterly, easterly and southeasterly, along the arc of said curve, concave to the Southeast, having a radius of 223.06 feet and a central angle of 42° 22'12", a distance of 164.95 feet to a point of compound curve; thence Southeasterly; Southerly and Southwesterly, along the arc of said compound curve, concave to the Southwest; having a radius of 106.50 feet and a central angle of 93° 45'24", a distance of 174.27 feet to the North line of Parcel "B" in said Plat; thence North 89° 41'01" West, along said North line, a distance of 395.32 feet to the Northeast corner of said Parcel "D"; thence North 84° 26'52" West, along the North line of said Parcel "D", a distance of 383.50 feet to the Point of Beginning.

Parcel 2:

Parcel "N", Arvida Park of Commerce Plat No. 6, according to the plat thereof as recorded in Plat Book 44, Page 113, of the Public Records of Palm Beach County, Florida.

Parcel 3:

Parcel "O", Arvida Park of Commerce Plat No 6, according to the plat thereof as recorded in Plat Book 44, Page 113 of the Public Records of Palm Beach County, Florida.

Parcel 4:

Easement for the benefit of Parcel 1 established by Easement Agreement recorded in Official Records Book 8459, Page 1906 for storm water drainage, planting of trees and other landscaping and access and maintenance over, under and across the lands described in exhibits B, C-1 and C-2 of said Easement Agreement.