

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 1, 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))

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.

Background

As previously disclosed, in connection with and as required by that certain Master Purchase and Sale Agreement, dated as of January 21, 2017, as amended, by and among ADMA Biologics, Inc., a Delaware corporation (the “Company”), ADMA BioManufacturing, LLC, a wholly-owned subsidiary of the Company (“ADMA BioManufacturing”), Biotest Pharmaceuticals Corporation (“BPC”), Biotest AG and Biotest US Corporation (the “Master Purchase Agreement”), on June 6, 2017, BPC, the Company and ADMA Bio Centers Georgia Inc., a wholly-owned subsidiary of the Company (“ADMA Bio Centers” and, together with the Company, “ADMA”), entered into that certain Purchase Agreement (the “Bio Centers Agreement”) for the acquisition of two of the Company’s bio centers. On January 1, 2019 (the “Closing Date”), pursuant to the terms of the Bio Centers Agreement, and as part of the purchase price to acquire certain assets of the Biotest Therapy Business Unit (the “BTBU”), which includes two U.S. Food and Drug Administration (FDA)-licensed products, Nabi-HB® and BIVIGAM®, and the Company’s plasma fractionation manufacturing facility located in Boca Raton, Florida (the “BTBU Purchase Price”), ADMA transferred to BPC its two FDA- licensed source plasma collection facilities located at (i) 6290 Jimmy Carter Boulevard, Suites 206-208 and 210, Norcross, Georgia 30071 and (ii) 3000 Windy Hill Road SE, Suites 212 and 220, Marietta, Georgia 30067 ((i) and (ii) together, the “Transferred Centers”) (the “Disposition”).

Transition Services Agreement

On the Closing Date, in connection with and as required by the Bio Centers Agreement, ADMA and BPC entered into a transition services agreement (the “Transition Services Agreement”), pursuant to which ADMA agreed to provide transition services to BPC, including services related to plasma operations, finance, human resources, contracts, regulatory, information technology, quality systems and record retention (the “Services”), for a period of up to six (6) months after the Closing Date, subject to earlier termination or extension pursuant to the terms therein. In exchange for the Services, BPC shall pay ADMA based on an hourly billable rate which varies in amount depending on the ADMA staff member providing the Services. The Transition Services Agreement contains mutual confidentiality and indemnification provisions customary for an agreement of this nature.

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

Fifth Amendment to Plasma Purchase Agreement

On the Closing Date, in connection with and as required by the Bio Centers Agreement, the Company and Grifols Worldwide Operations Limited (“Grifols”), as the successor-in-interest to BPC, entered into the Fifth Amendment to Plasma Purchase Agreement (the “Fifth Amendment”). The Plasma Purchase Agreement, as amended, was initially entered into between BPC and the Company effective as of November 17, 2011 and relates to the Company’s purchase of source plasma containing antibodies to respiratory syncytial virus (“RSV Plasma”). Pursuant to the Fifth Amendment, for a period of three (3) years from the Closing Date, the Company and ADMA BioManufacturing may purchase RSV Plasma from Grifols from the Transferred Centers at a price equal to cost plus five percent (5%) (without any additional increase due to inflation).

The description of the Fifth Amendment set forth above does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, a copy of which is filed hereto as Exhibit 10.1.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On the Closing Date, and as described in Item 1.01 above, ADMA completed the Disposition to BPC as part of the BTBU Purchase Price. At the effective time of the Disposition (the "Effective Time"), BPC acquired, among other things, all assignable right, title and interest of ADMA in the leases pertaining to the Transferred Centers, as well as all assets located at and exclusively used in the operation of the Transferred Centers as of the Closing Date, all unresolved claims of ADMA, as well as contracts, licenses, permits, records, databases, tax refunds or credits, goodwill and other tangible assets, in each case exclusively related to or attributable to the Transferred Centers. Additionally, at the Effective Time, BPC assumed certain liabilities of ADMA related to the Transferred Centers arising from and after the Closing Date, including, but not limited to the liabilities under ADMA's leases for the Transferred Centers which were assigned to BPC, as further described in the Bio Centers Agreement.

The description of the Disposition set forth above does not purport to be complete and is qualified in its entirety by reference to the full text of the Bio Centers Agreement, a copy of which was filed by the Company as Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q filed on August 11, 2017, and is incorporated by reference into this Item 2.01.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Fifth Amendment to Plasma Purchase Agreement, effective as of January 1, 2019, by and between ADMA Biologics, Inc. and Grifols Worldwide Operations Limited.</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.

January 2, 2019

ADMA Biologics, Inc.

By: /s/ Brian Lenz

Name: Brian Lenz

Title: Executive Vice President and Chief
Financial Officer

Confidential treatment has been granted with respect to portions of this agreement as indicated by “[***]” and such confidential portions have been deleted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

FIFTH AMENDMENT TO PLASMA PURCHASE AGREEMENT

This Fifth Amendment to the Plasma Purchase Agreement (this “**Amendment #5**”) by and between **Grifols Worldwide Operations Limited**, a corporation having a place of business at Grange Castle Business Park, Grange Castle, Clondalkin, Dublin 22, Ireland (“**Grifols**”), as the successor-in-interest to Biotest Pharmaceuticals Corporation, and **ADMA Biologics, Inc.**, a Delaware corporation having a place of business at 465 Route 17 South, Ramsey, New Jersey 07446 (“**ADMA**”), is effective as of January 1, 2019 (the “**Effective Date**”).

WHEREAS, BPC and ADMA are parties to that certain Plasma Purchase Agreement, effective as of November 17, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), pursuant to which ADMA purchases from BPC source plasma containing antibodies to respiratory syncytial virus (“RSV” or “RSV Plasma”);

WHEREAS, on December 10, 2018, BPC notified ADMA of the assignment of BPC’s rights and obligations under the Agreement pursuant to Section G to Grifols, its affiliate, effective January 1, 2019; and

WHEREAS, BPC and ADMA are parties to that certain Purchase Agreement, dated as of June 6, 2017, pursuant to which, on January 1, 2019, (i) ADMA will transfer ownership of two of its plasma collection facilities located in Norcross, Georgia and Marietta, Georgia (the “**Transferred Plasma Collection Facilities**”) to BPC, and (ii) ADMA and Grifols, as the successor-in-interest to BPC, have agreed to enter into this Amendment #5 in order to memorialize the modification of certain provisions on the terms contained herein.

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

Amendment:

1. Section A.2.d. is hereby deleted and replaced in its entirety as follows:

“d. Pricing for RSV Plasma for the period after March 31, 2013 will be based on the price previously in effect adjusted in proportion to the percentage increase in the [***] Index, [***], U.S. City Average, All items, Base 1982-84 = 100, published by the United States Department of Labor, Bureau of Labor Statistics (“[***]”) as of the December 31st of the previous calendar year. Notwithstanding the foregoing, solely with respect to the Transferred Plasma Collection Facilities, for a three year period commencing on the Effective Date (the “**Purchase Period**”), ADMA shall be entitled to purchase RSV Plasma from Grifols from the Transferred Plasma Collection Facilities at a price equal to cost plus five percent (5%) (the “**Purchase Period Price**”). During the Purchase Period, Grifols shall not charge ADMA an additional amount in excess of the Purchase Period Price as a result of inflation during the Purchase Period.

Confidential treatment has been granted with respect to portions of this agreement as indicated by “[***]” and such confidential portions have been deleted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

2. Section I is hereby deleted in part as it relates to Grifols notices and replaced with the following:

To Grifols: Alfredo Arroyo
 Chief Financial Officer
 Grifols Worldwide Operations Limited
 Grange Castle Business Park, Grange Castle
 Clondalkin, Dublin 22, Ireland

3. Exhibit A, as referenced in Section A(4) of the Agreement, is hereby deleted and replaced in its entirety with a revised Exhibit A, attached hereto.

4. All references in the Agreement to “BPC” and “Biotest Pharmaceuticals Corporation” shall hereby be amended to refer to “Grifols” and “Grifols Worldwide Operations Limited”, as successor-in-interest to BPC.

Miscellaneous:

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 #5 shall govern in the event of any conflict between this Amendment #5 and 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 #5 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 hereof.

This Amendment #5 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 #5.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment #5 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 Biologics, Inc.

Grifols Worldwide Operations Limited

By: /s/ Adam Grossman

By: /s/ Alfredo Arroyo

Name: Adam Grossman

Name: Alfredo Arroyo

Title: President & Chief Executive Officer

Title: Chief Financial Officer

Confidential treatment has been granted with respect to portions of this agreement as indicated by “[***]” and such confidential portions have been deleted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Exhibit A

Biotest Plasma Center # 085

233 West Hancock Avenue, **Athens**, Georgia 30601
PH: 706-354-3898 FX: 706-354-3235

Biotest Plasma Center # 038

2704 Peach Orchard Road, **Augusta**, Georgia 30906
PH: 706-798-3061 FX: 706-798-4534

Biotest Plasma Center #093

718 22nd Avenue So **Brookings**, SD 57006
PH: 605-691-6214 FX: 605-696-3850

Biotest Plasma Center #675

500 Old Greenville Hwy., Suite 500-2, **Clemson**, SC 29631
PH: 864-633-5023 FX: 864-653-8387

Biotest Plasma Center #091

2235 Dave Ward Drive, #205 **Conway**, AR 72034
PH: 501-499-8698 FX: 501-450-6460

Biotest Plasma Center # 009

Park Center
1027 Commerce Blvd., **Dickson City**, Pennsylvania 18519
PH: 570-383-5341 FX: 570-383-5346

Biotest Plasma Center # 001

Colonial Center
4391 Colonial Boulevard, **Fort Myers**, Florida 33966
PH: 239-332-0500 FX: 239-332-0533

Biotest Plasma Center # 004

1112 North Main Street, **Gainesville**, Florida 32601
PH: 352-378-9431 FX: 352-376-6076

Biotest Plasma Center # 080

6837 Taft Street **Hollywood**, FL 33024
PH: 954-987-6240 FX: 954-987-4517

Biotest Plasma Center # 008

408 S. Gilbert Street, **Iowa City**, Iowa 52240
PH: 319-341-8000 FX: 319-341-8008

Biotest Plasma Center # 028

1213 Country Club Road, **Jacksonville**, North Carolina 28546
PH: 910-353-4888 FX: 910-353-2006

Biotest Plasma Center #090

113 Yopp Road, **Jacksonville**, NC 28540
PH: 910-463-2603 FX: 910-219-7778

Confidential treatment has been granted with respect to portions of this agreement as indicated by “[***]” and such confidential portions have been deleted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Biotest Plasma Center #094

5915 1st Avenue, **Kearney**, NE 68847
PH: 308-624-2634 FX: 308-224-2280

Biotest Plasma Center # 033

300 S. 17th Street, **Lincoln**, Nebraska 68508
PH: 402-474-2335 FX: 402-474-5983

Biotest Plasma Center # 089

3110 Lake Washington Rd., **Melbourne**, Florida 32934
PH: 321-255-7466 FX: 321-255-7469

Biotest Plasma Center # 086

2501 Discovery Dr. Suite 400, **Orlando**, Florida 32826
PH: 407-207-1932 FX: 407-277-2468

Biotest Plasma Center # 087

100 Business Park Way, **Royal Palm Beach**, Florida 33411
PH: 561-791-9122 FX: 561-791-9750

Biotest Plasma Center # 601

618 NW Loop 410, Suite #101, **San Antonio**, Texas 78216
PH: 210-224-1749 FX: 210-224-4337

Biotest Plasma Center # 036

2860 Cerrillos Road Suite. B1, **Santa Fe**, New Mexico 87507-2326
PH: 505-424-6250 FX: 505-424-6260

Biotest Plasma Center # 088

311 N Patterson Street, **Valdosta**, Georgia 31601
PH: 229-331-8558 FX: 229-253-0326

Biotest Plasma Center #676

1012 Princeton Street, **Vermillion**, SD 57069
PH: 605-277-1434 FX: 605-658-0207

Biotest Plasma Center # 045

6000 Mahoning Avenue, #410, **Youngstown**, Ohio 44515
PH: 330-743-1317 FX: 330-743-7310

Biotest Plasma Center #101 (formerly ADMA Bio Centers Georgia Inc.)*

6290 Jimmy Carter Boulevard, Suites 206-208 and 210, **Norcross**, Georgia 30071
PH: 678-495-5800 FX: 678-495-5818

Biotest Plasma Center #102 (formerly ADMA Bio Centers Georgia Inc.)*

3000 Windy Hill Road SE, Suites 212 and 220, **Marietta**, Georgia 30067
PH: 678-504-7333 FX: 678-483-5428

* Not a BPC center by license as of the Effective Date.