

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

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2018

TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-36728

**ADMA BIOLOGICS, INC.**

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

56-2590442

(I.R.S. 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**

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

Title of each class

**Common stock, par value \$0.0001 per share**

Name of each exchange on which registered

**NASDAQ Stock Market LLC**

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer  Accelerated Filer  Non-accelerated Filer  Smaller Reporting Company  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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the registrant's voting and non-voting common stock held by non-affiliates was \$133,158,287 as of June 30, 2018 (the last business day of the registrant's most recently completed second fiscal quarter), based on a total of 29,525,119 shares of common stock held by non-affiliates and a closing price of \$4.51 as reported on the Nasdaq Capital Market on June 29, 2018.

As of March 11, 2019, there were 46,353,068 shares of the issuer's common stock outstanding.

## **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the ADMA Biologics, Inc. definitive proxy statement to be filed pursuant to Regulation 14A within 120 days after the end of the fiscal year are incorporated by reference into Part III of this Annual Report on Form 10-K and certain documents are incorporated by reference into Part IV.

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### Special Note Regarding Forward-Looking Statements

Some of the information in this Annual Report on Form 10-K contains forward-looking statements within the meaning of the federal securities laws. These statements include, among others, statements about:

- the achievement of or expected timing, progress and results of clinical development, clinical trials and potential regulatory approvals;
- our ability to successfully leverage the anticipated benefits and synergies from our June 6, 2017 acquisition of certain assets of Biotest Pharmaceuticals Corporation (the “Biotest Transaction”), including optimization of the combined businesses, operations and products and services, including the nature, strategy and focus of the combined company and the management and governance structure of the combined company;
- our ability to resume the manufacturing of BIVIGAM on a commercial scale and commercialize this product once the deficiencies identified in a November 2014 warning letter (the “Warning Letter”) with respect to the outstanding issues at the plasma fractionation facility in Boca Raton, FL acquired in the Biotest Transaction have been resolved by us to the satisfaction of the U.S. Food and Drug Administration (the “FDA”), as well as a positive review of the optimized manufacturing process under a Prior Approval Supplement by the FDA and our ability to adequately address the FDA’s questions and information request contained in a Complete Response Letter received by us on December 19, 2018;
- our plans to develop, manufacture, market, launch and expand our own commercial infrastructure and commercialize our current products and future products and the success of such efforts;
- the safety, efficacy and expected timing of and our ability to obtain and maintain regulatory approvals for our current products and product candidates, including the timeframe within which we may receive approval from the FDA, if at all, of our Biologics License Application resubmission for RI-002 and the labeling or nature of any such approvals;
- our dependence upon our third-party and related-party customers and vendors and their compliance with regulatory bodies;
- our ability to obtain adequate quantities of FDA-approved plasma with proper specifications;
- our plans to increase our supplies of plasma;
- the potential indications for our product candidates;
- potential investigational new product applications;
- the acceptability of any of our products, including Nabi-HB, BIVIGAM and RI-002, for any purpose by physicians, patients or payers;
- federal, state and local regulatory and business review processes and timing by such governmental and regulatory agencies of our business and regulatory submissions;
- concurrence by the FDA with our conclusions and the satisfaction by us of its guidance;
- the comparability of results of our immune globulin products to other comparably run Intravenous Immune Globulin trials;
- the potential of RI-002 and BIVIGAM to provide meaningful clinical improvement for patients living with Primary Immune Deficiency Disease or other immune deficiencies;
- our ability to market and promote Nabi-HB in a highly competitive environment with increasing competition from other antiviral therapies and to generate meaningful revenues from this product;

- our intellectual property position and the defense thereof, including our expectations regarding the scope of patent protection with respect to RI-002 or other future pipeline product candidates;
- our manufacturing capabilities, third-party contractor capabilities and strategy;
- our plans related to manufacturing, supply and other collaborative agreements;
- our estimates regarding expenses, capital requirements and the need for additional financing;
- possible or likely reimbursement levels for our currently marketed products and, if any, if and when RI-002 is approved for marketing;
- estimates regarding market size, projected growth and sales for our existing products as well as our expectations of market acceptance of RI-002;
- future economic conditions or performance; and
- expectations for future capital requirements.

These statements may be found under the “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business” sections of this Annual Report on Form 10-K. Forward-looking statements typically are identified by the use of terms such as “anticipates,” “believes,” “can,” “continue,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “should” or “will” or the negative thereof or other variations thereof or comparable terminology. You should be aware that our actual results could differ materially from those contained in the forward-looking statements due to the factors referenced above. Any forward-looking statement included or incorporated by reference in this Annual Report on Form 10-K reflects our current views with respect to future events and is subject to these and other risks, uncertainties and assumptions related to our operations, results of operations, industry and future growth. Given these uncertainties, you should not place undue reliance on these forward-looking statements. These forward-looking statements speak only as of the dates such statements are made.

In addition to the foregoing, you should also consider carefully the statements under the section entitled “Risk Factors” and other sections of this Annual Report on Form 10-K, which address additional factors that could cause our actual results to differ from those set forth in the forward-looking statements. We undertake no obligation to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in our expectations or any changes in events, conditions or circumstances on which any such statement is based, except as required by law.

This Annual Report on Form 10-K includes our trademarks, trade names and service marks, such as “Nabi-HB®” and “BIVIGAM®” which are protected under applicable intellectual property laws and are the property of ADMA Biologics, Inc., or its subsidiaries. Solely for convenience, trademarks, trade names and service marks referred to in this Annual Report may appear without the ®, ™ or SM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks, trade names and service marks. We do not intend our use or display of other parties’ trademarks, trade names or service marks to imply, and such use or display should not be construed to imply, a relationship with, or endorsement or sponsorship of us by, these other parties.

## PART I

### Item 1. Business

*Unless the context otherwise requires, references in this Business section to “ADMA,” “ADMA Biologics,” the “Company,” “we,” “us” and “our” refer to ADMA Biologics, Inc., a Delaware corporation, as well as its wholly-owned and indirectly owned subsidiaries, ADMA Plasma Biologics, Inc., a Delaware corporation, ADMA Bio Centers Georgia Inc., a Delaware corporation (“ADMA Bio Centers”) and ADMA BioManufacturing, LLC, a Delaware limited liability company (“ADMA BioManufacturing”).*

#### Overview

We are a vertically integrated commercial biopharmaceutical and specialty immunoglobulin company that manufactures, markets and develops specialty plasma-derived biologics for the treatment of immune deficiencies and the prevention and treatment of certain infectious diseases. Our targeted patient populations include immune-compromised individuals who suffer from an underlying immune deficiency disorder or who may be immune-suppressed for medical reasons. We currently have two products with United States Food and Drug Administration (the “FDA”) Biologics License Application (“BLA”) approvals: Nabi-HB, which is currently marketed and commercially available and is indicated for the treatment of acute exposure to blood containing Hepatitis B surface antigen (“HBsAg”); and BIVIGAM, for which commercial distribution has been temporarily suspended since December 2016 and for which we have submitted a Prior Approval Supplement (“PAS”) to the FDA to amend the approved BLA to allow for the commercial re-launch of the product, which is indicated for the treatment of primary humoral immunodeficiency. We are also developing a pipeline of plasma-derived therapeutics, including our lead pipeline product candidate, RI-002, for the treatment of Primary Immune Deficiency Disease (“PIDD”), for which we previously submitted a BLA to the FDA and which has now been assigned a Prescription Drug User Fee Act (“PDUFA”) action date of April 2, 2019. Our products and product candidates are intended to be used by physician specialists focused on caring for immune-compromised patients with or at risk for certain infectious diseases. Through ADMA Bio Centers, we operate an FDA-approved source plasma collection facility located in Kennesaw, GA, which provides us with a portion of our blood plasma for the manufacture of our products and product candidates. We intend to open additional plasma collection centers in the U.S. during the next few years. A typical plasma collection center, such as those operated by ADMA Bio Centers, can collect approximately 30,000 to 50,000 liters of source plasma annually, which may be sold for different prices depending upon the type of plasma, quantity of purchase and market conditions at the time of sale. Plasma collected from ADMA Bio Centers' facilities that is not used to manufacture our products or product candidates is sold to third-party customers in the U.S., in other locations where we are approved globally under supply agreements or in the open “spot” market.

On June 6, 2017, we completed the acquisition of certain assets (the “Biotest Assets”) of the Therapy Business Unit (“BTBU”) of Biotest Pharmaceuticals Corporation (“BPC” and, together with Biotest AG, “Biotest”), which include two FDA-licensed products, Nabi-HB (Hepatitis B Immune Globulin, Human) and BIVIGAM (Immune Globulin Intravenous, Human) and a plasma fractionation facility located in Boca Raton, FL (the “Boca Facility”) (the “Biotest Transaction”). The Boca Facility is FDA-licensed and certified by the German Health Authority (the “GHA”). In addition to the manufacture and sale of Nabi-HB and the manufacture of BIVIGAM and RI-002, we also provide contract manufacturing services for certain historical clients, including the potential sale of intermediate by-products. Immediately following the acquisition, the Biotest Assets were contributed into ADMA BioManufacturing.

Concurrent with the closing of the Biotest Transaction, Biotest provided us with an aggregate of \$40.0 million of funding. Upon the closing of the Biotest Transaction, we received \$27.5 million from Biotest, comprised of \$12.5 million in cash from BPC and a \$15.0 million subordinated note at 6% interest payable to Biotest with a maturity of five years. Biotest also participated in our November 2017 follow-on equity offering by investing \$12.5 million of the \$42.0 million of total gross proceeds from the offering (see “Management’s Discussion and Analysis of Financial Condition and Results of Operations” appearing elsewhere in this Annual Report on Form 10-K).

At the closing of the Biotest Transaction, we delivered to BPC an aggregate equity interest equal to 50%, less one share, of our then-issued and outstanding capital stock comprised of 25%, or 4,295,580 shares, of our then-issued and outstanding voting common stock, \$0.0001 par value per share (“Common Stock”), and 8,591,160 shares in the form of our non-voting common stock, \$0.0001 par value per share (the “NV Biotest Shares”) (calculated as of immediately following the closing and on a post-closing issuance basis). The NV Biotest Shares were convertible into our Common Stock upon the occurrence of certain specified events.

On May 14, 2018, we 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”) whereby BPC transferred to us, for no cash consideration, the NV Biotest Shares. Immediately upon transfer of the NV Biotest Shares to us, the NV Biotest Shares were retired and are no longer available for issuance. The retired NV Biotest Shares comprised approximately 67% of the total common stock consideration provided to Biotest and approximately 19% of the total outstanding common stock of the Company as of May 14, 2018. In exchange for the transfer and retirement of the NV Biotest Shares, we (i) granted Biotest and its successors and assigns a release from all potential past, present and future indemnity claims arising under the Master Purchase and Sale Agreement, dated as of January 21, 2017 (the “Master Purchase Agreement”), which governs the Biotest Transaction, and (ii) relinquished our rights to, under certain circumstances, repurchase the two FDA-approved plasma collection centers which were transferred to BPC on January 1, 2019. In addition, pursuant to the Biotest Transfer Agreement, BPC waived and terminated its rights to name a director and an observer to our Board of Directors (the “Board”). As BPC has made public statements regarding 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, pursuant to the Biotest Transfer Agreement BPC transferred its remaining 10,109,534 shares of our Common Stock to the Biotest Trust on July 24, 2018, and the Biotest Trust is bound by all obligations of and has all of the remaining rights of BPC under that certain Stockholders Agreement dated as of June 6, 2017, by and between us and BPC, as amended by the Biotest Transfer Agreement (the “Stockholders Agreement”).

As part of the purchase price to acquire the Biotest Assets, we transferred ownership of two of our plasma collection facilities to BPC on January 1, 2019. In October 2018, we received FDA approval for our current plasma collection facility located in Kennesaw, GA.

## ***Our Products***

### **Nabi-HB**

Nabi-HB is a hyperimmune globulin that is rich in antibodies to the Hepatitis B virus. Nabi-HB is a purified human polyclonal antibody product collected from plasma donors who have been previously vaccinated with a Hepatitis B vaccine. Nabi-HB is indicated for the treatment of acute exposure to blood containing HBsAg, prenatal exposure to infants born to HBsAg-positive mothers, sexual exposure to HBsAg-positive persons and household exposure to persons with acute Hepatitis B virus infection. Hepatitis B is a potentially life-threatening liver infection caused by the Hepatitis B virus. It is a major global health problem. It can cause chronic infection and puts people at high risk of death from cirrhosis and liver cancer. Nabi-HB has a well-documented record of long-term safety and effectiveness since its initial market introduction. FDA approval for Nabi-HB was received on March 24, 1999. Biotest acquired Nabi-HB from Nabi Biopharmaceuticals in 2007. Production of Nabi-HB at the Boca Facility has continued under our leadership since the third quarter of 2017. Subsequent to the end of 2017, we received authorization from the FDA for the release of our first commercial batch of Nabi-HB for commercial distribution in the U.S.

### **BIVIGAM**

BIVIGAM is an intravenous immune globulin indicated for the treatment of primary humoral immunodeficiency. This includes, but is not limited to, agammaglobulinemia, common variable immunodeficiency, Wiskott-Aldrich syndrome and severe combined immunodeficiency. These primary immunodeficiencies (“PIs”) are a group of genetic disorders. Initially thought to be very rare, it is now believed that as many as one in every 1,200-2,000 people has some form of PI. BIVIGAM contains a broad range of antibodies similar to those found in normal human plasma. These antibodies are directed against bacteria and viruses, and help to protect PI patients against serious infections. BIVIGAM is a purified, sterile, ready-to-use preparation of concentrated Immunoglobulin (“IgG”) antibodies. Antibodies are proteins in the human immune system that work to defend against disease. FDA approval for BIVIGAM was received on December 19, 2012, and sales commenced in the first quarter of 2013. In December 2016, BPC temporarily suspended the commercial production of BIVIGAM in order to focus on the completion of planned improvements to the manufacturing process. We resumed production of BIVIGAM utilizing our optimized intravenous immunoglobulin (“iVIG”) manufacturing process with two conformance lots in the fourth quarter of 2017, a third conformance lot in the first quarter of 2018 and additional production lots in the fourth quarter of 2018. During the first half of 2018, we qualified, validated and filled the BIVIGAM conformance batches and the product is currently on stability. During the second half of 2018, we filed a PAS with the FDA for BIVIGAM to include the ADMA optimization improvements for BIVIGAM and to seek FDA authorization which would enable us to resume commercial scale manufacturing and re-launch and commercialize this product in the U.S. On December 19, 2018, we announced the receipt of a Complete Response Letter (“CRL”) (the “BIVIGAM CRL”) from the FDA for our PAS submission for BIVIGAM drug substance, and also announced the FDA approval of our PAS submission for BIVIGAM drug product. For clarity, drug substance is the bulk immune globulin we manufacture at the Boca Facility and drug product is the result of shipping the drug substance to our third party fill-finish provider who then fills the drug into vials and prepares the product for final release testing and potential commercial release. The BIVIGAM CRL requested certain additional information and clarifications relating to chemistry, manufacturing and control (“CMC”) matters contained in our PAS submission for drug substance, including complete resolution of certain manufacturing related deviations, information pertaining to how certain in-process manufacturing samples are taken, as well as updates on certain stability data previously submitted. As the information we believed necessary to address and respond to the matters raised in the BIVIGAM CRL was readily available in our files, on January 7, 2019 we announced that our responses to the BIVIGAM CRL were submitted to the FDA for further review. Subsequent to the January 7, 2019 resubmission to the FDA, we received an information request for a limited number of questions. We believe that all requests contained in the recently received FDA information request were addressable and we have responded to the FDA. To date, we have not received a formal BIVIGAM CRL resubmission acknowledgment and we have not received formal clarity on the FDA’s intended review timing. We can confirm that the FDA is actively reviewing our BIVIGAM CRL resubmission and information request responses, however we cannot provide any assurance or predict with certainty the schedule for when we will, if at all, receive authorization from the FDA with respect to our PAS for BIVIGAM.

***Our Lead Pipeline Product Candidate – RI-002***

We are currently developing our lead pipeline product candidate, RI-002, for the treatment of PIDD and have completed a pivotal Phase III clinical trial, which met the primary endpoint of no Serious Bacterial Infections (“SBI”) reported. Secondary efficacy endpoints further demonstrated the benefits of RI-002 in the low incidence of infection, therapeutic antibiotic use, days missed from work/school/daycare and unscheduled medical visits and hospitalizations. RI-002 is derived from human plasma blended from normal donors and from donors tested to have high levels of neutralizing titers to Respiratory Syncytial Virus (“RSV”). RI-002 is manufactured using a process known as fractionation, which purifies human IgG from this blended plasma pool resulting in a final IVIG product enriched with naturally occurring polyclonal anti-pathogen antibodies (such as streptococcus pneumonia, H. influenza type B, Cytomegalovirus (“CMV”), measles and tetanus). We use our proprietary RSV microneutralization assay to test for standardized levels of neutralizing antibodies to RSV in the final drug product.

Prior to the closing of the Biotest Transaction, the BTBU was our third-party manufacturer for RI-002. In the third quarter of 2015, the FDA accepted for review our BLA for RI-002 (the “RI-002 BLA”) for the treatment of PIDD. In July 2016, the FDA issued a CRL (the “RI-002 CRL”). The RI-002 CRL reaffirmed the issues set forth in a November 2014 warning letter (the “Warning Letter”) that had been issued by the FDA to Biotest related to certain issues identified at the Boca Facility, but did not cite any concerns with the clinical safety or efficacy data for RI-002 submitted in our RI-002 BLA, nor did the FDA request any additional clinical studies be completed prior to FDA approval of RI-002. The FDA identified in the RI-002 CRL, among other things, certain outstanding inspection issues and deficiencies related to CMC and Good Manufacturing Practices (“GMP”) at the Boca Facility and at certain of our third-party vendors, and requested documentation of corrections for a number of these issues. The FDA indicated in the RI-002 CRL that it cannot grant final approval of our RI-002 BLA until, among other things, these deficiencies are resolved. Upon the completion of the Biotest Transaction, we gained control over the regulatory, quality, general operations and drug substance manufacturing process at the Boca Facility. In the first quarter of 2018, we produced required conformance lots using the ADMA optimized IVIG manufacturing process, and these batches were filled and finished, have been placed on stability and are currently under FDA review. In April 2018, we completed an FDA inspection and as a result of the inspection, our Boca Facility’s regulatory compliance status improved from Official Action Indicated (“OAI”) to Voluntary Action Indicated (“VAI”), allowing us to submit regulatory applications to the FDA for review. Following our BLA resubmission in September 2018, in October 2018, we received a PDUFA date of April 2, 2019 for FDA action on the RI-002 BLA.



### ***Evaluation of RI-002 in PIDD Patients***

PIDD, a genetic disorder that causes a deficient or absent immune system, is caused by hereditary or genetic defects and can affect anyone regardless of age or gender. PIDD patients are more vulnerable to infections and more likely to suffer complications from these infections. IVIG is a plasma derived product that is used to prevent serious infections in patients with PIDD. It is comprised of polyclonal antibodies, which are proteins produced by B-cells that are used by the body's immune system to neutralize foreign objects such as bacteria and viruses. It is estimated that there are about 250,000 diagnosed PIDD patients in the U.S., approximately half of whom are treated with IVIG regularly. As reported in industry journals, the U.S. sales of immune and hyperimmune globulin products for all its uses were reported to be approximately \$6.2 billion in 2017.

The RI-002 pivotal Phase III clinical trial was conducted as a single arm study in which patients were treated approximately once per month for a period of 12 months plus 90 days for follow up. Fifty-nine patients were enrolled in nine treatment centers in the U.S. The pivotal Phase III primary endpoint followed published FDA industry guidance, which provides for a reduction in the incidence of serious infections to less than one per year in each subject receiving IVIG. The secondary outcome was safety and included other pharmacokinetic ("PK") data collection points including antibody titers for certain agents, including RSV antibody levels at various time points after infusion.

RI-002 demonstrated positive results in the Phase III study in patients with PIDD, meeting its primary endpoint of no Serious Bacterial Infections ("SBI") reported. RI-002 was administered in a total of 793 infusions with zero serious adverse events to 59 patients in nine treatment centers throughout the U.S. These results, included in our BLA, more than meet the requirement specified by FDA guidance of  $\leq 1$  SBI per patient-year.

On February 22, 2015, at the 2015 American Academy of Allergy, Asthma & Immunology Annual Meeting, scientific investigators reported on the secondary outcomes that included: a total of 93 days, or 1.66 days per patient per year lost from work or school due to infection; one hospitalization due to an infection of only five days duration in the entire study and IgG trough levels above those required by the FDA for IVIG products. Additionally, there was a marked increase in all of the measured specific anti-pathogen antibodies in PK subjects (n=31). The mean of maximum fold increases in specific antibody levels after infusion of RI-002 ranged from 1.9 fold (*S. pneumonia* type 19A) to 5.3 fold (RSV), which were statistically significant fold increases from the pathogen's specific measured baselines. The safety profile of RI-002 is comparable to that of other immunoglobulins.

### ***Rationale for the Potential Evaluation of RI-002 in RSV Infected Patients***

RSV is a common virus that ordinarily leads to mild, cold-like symptoms in healthy adults and children. In high-risk groups, such as the PIDD population and the other immune-compromised populations, RSV can lead to a more serious infection and may even cause death. The polyclonal antibodies which are present in RI-002 are expected to prevent infections in immune-compromised patients.

We previously conducted a randomized, double-blind, placebo-controlled Phase II clinical trial to evaluate RI-001, RI-002's predecessor product candidate, in immune-compromised, RSV-infected patients. This trial was conducted with 21 patients in the U.S., Canada, Australia, and New Zealand. The Phase II dose-ranging trial demonstrated a statistically significant improvement in the change from baseline RSV titers to day 18 in the high dose and low dose treatment groups when compared with placebo ( $p=0.0043$  and  $p=0.0268$ , respectively). The mean fold increase for high dose was 9.24 (95% CI 4.07, 21.02) and the observed mean fold increase for low dose was 4.85 (95% CI 2.22, 10.59). The mean fold change for placebo treated patients was 1.42 (95% CI 0.64, 3.17). In addition, more patients in the high dose (85.7%) and low dose (42.9%) groups experienced greater than a four-fold increase from baseline to day 18 in RSV titer levels compared to placebo (0%). There were no serious drug-related adverse events reported during the trial.

From April 2009 through February 2011, RI-001 was also administered to 15 compassionate use patients where physicians requested access to the product for treating their patients with documented lower respiratory tract RSV infections due to the fact that these patients had failed conventional therapeutic interventions. Serum samples were obtained from 13 patients. Samples showed that patients demonstrated a four-fold or greater rise in RSV antibody titers from baseline. Serum samples were not obtained from two patients that received Palivizumab. All 11 surviving patients received RI-001 within an average of 4.4 days after the onset of the diagnosis of RSV. The drug was well-tolerated in all 15 patients and there were no reports of serious adverse events attributable to RI-001. Data from our Phase II clinical trial, compassionate use experience and data obtained from the evaluation of RI-002 in the infected cotton rat animal model has been presented at various conferences the past several years.

Based on these results, we intend to evaluate RI-002 for the treatment of RSV patients following FDA approval, if received, for treatment of PIDD.

### ***Manufacturing and Supply of Our Products***

In order to produce plasma-derived immunoglobulin products, raw material plasma is collected from human donors and then manufactured into specialized products. Historically, plasma for our products and product candidates has been collected from healthy donors at FDA-licensed plasma donation centers. Source plasma is collected at any one of over 600 FDA-licensed donation centers located throughout the U.S., using a process called automated plasmapheresis. This sterile, self-contained, automated process separates red blood cells and other cellular components in the blood, which are then returned to the donor. Source plasma obtained by plasmapheresis is tested and must be negative for antibodies to human immunodeficiency virus types 1 and 2 (HIV-1/2), HBsAg and Hepatitis C virus (“HCV”), using FDA-licensed serological test procedures.

After receipt of the source plasma, the frozen plasma is thawed and pooled and goes through the fractionation process. This process is referred to as the Cohn method or cold ethanol method of fractionation. During cold ethanol fractionation, classes of proteins are precipitated and removed by centrifugation or filtration. The fractionation process includes the following steps; precipitation and absorption, depth filtration, centrifugation and chromatography. Because of the human origin of the raw material and the thousands of donations required in the fractionation process, the major risk associated to plasma products is the transmission of blood-borne infectious pathogens. These purification processes have the potential to reduce the viral load. The manufacturing process also utilizes a multistep viral removal/inactivation system, which further increases the safety of the products. The following manufacturing processes have been validated for their capability to eliminate or inactivate viruses: precipitation during cold ethanol fractionation, solvent/detergent treatment, and nanofiltration. Incorporation of these processes in the manufacturing process ensures that the Company’s products comply with the requirements of the FDA and are safe and efficacious.

### ***Sales and Commercialization of Our Products***

Historically, Nabi-HB has been sold through independent distributors, drug wholesalers acting as sales agents, specialty pharmacies and other alternate site providers. In the U.S., third-party drug wholesalers ship a significant portion of Nabi-HB through their distribution centers. These centers are generally stocked with adequate inventories to facilitate prompt customer service. Sales and distribution methods include frequent contact by sales and customer service representatives, automated communications via various electronic purchasing systems, circulation of catalogs and merchandising bulletins, direct-mail campaigns, trade publication presence and advertising.

We have a PDUFA date of April 2, 2019 for RI-002 and we have been in ongoing communication with the FDA regarding the BIVIGAM PAS and the BIVIGAM CRL. We have initiated efforts to internally prepare for commercialization of our product candidates, if and when the RI-002 BLA and BIVIGAM PAS are approved, and have continued commercialization efforts to generate increased market awareness for Nabi-HB by attending and presenting at medical conferences, as well as sponsoring medical education symposiums. Upon FDA approval of either the BIVIGAM PAS or RI-002 BLA, we plan to bolster these efforts and initiatives by hiring a small, specialty sales force to market BIVIGAM upon its re-launch and, upon approval by the FDA, RI-002 to hospitals, physician offices/clinics, and other specialty treatment organizations. We also anticipate staffing our company with additional personnel for patient support, medical affairs, quality assurance, regulatory affairs, scientific affairs, third-party reimbursement, inventory and logistics, human resources and financial and operational management. If and when we receive FDA approval, we may also use a network of national and regional distributors to assist with order fulfillment for BIVIGAM and RI-002 for use by healthcare professionals and hospitals.

## ***Pharmaceutical Pricing and Reimbursement of Our Products***

All sales in the U.S. of Nabi-HB, BIVIGAM and RI-002, if and when approved by the FDA, depend in part upon the availability of reimbursement from third-party payers. Third-party payers include government health programs, managed care providers, private health insurers and other organizations. Nabi-HB and BIVIGAM are reimbursed or purchased under several government programs, including Medicaid, Medicare Parts B and D, the 340B/Public Health Service program, and pursuant to an existing contract with the Department of Veterans Affairs. Medicaid is a joint state and federal government health plan that provides covered outpatient prescription drugs for low-income individuals. Under Medicaid, drug manufacturers pay rebates to the states based on utilization data provided by the states.

## ***Plasma Collection Operations***

ADMA Bio Centers operates an FDA-licensed source plasma collection facility located in Kennesaw, GA which provides us with a portion of our blood plasma for the manufacture of our products and product candidates. As part of our plans for expansion, we are looking to initiate the buildout of additional plasma centers in the U.S. A typical plasma collection center, such as those operated by ADMA Bio Centers, can collect approximately 30,000 to 50,000 liters of source plasma annually, which may be sold for different prices depending upon the type of plasma, quantity of purchase, and market conditions at the time of sale. Plasma collected from ADMA Bio Centers' facilities that is not used to manufacture our products or product candidates are sold to third-party customers in the U.S. and other locations where we are approved globally under supply agreements or in the open "spot" market.

As part of the purchase price to acquire the Biotest Assets, we transferred ownership of two of our plasma collection facilities to BPC on January 1, 2019.

## ***Leadership***

The founders of ADMA have several decades of combined experience marketing and distributing blood plasma products and devices. With our executive team, members of our Board and our commercial team, we collectively possess a significant level of deep medical, technical, development and commercial experience in the biologics and pharmaceutical industries.

## ***Our Strategy***

Our goal is to be a leader in developing, manufacturing and commercializing specialized, targeted, plasma-derived therapeutics that are intended to extend and enhance the lives of individuals who are naturally or medically immune-compromised. The key elements of our strategy for achieving this goal are as follows:

- **Work with the FDA to close-out the Warning Letter.** Following the FDA inspection in April 2018 and the subsequent inspection report close-out with the Boca Facility status classification improvement to VAI, we continue to operate the Boca Facility in compliance with FDA regulations and with ongoing continuous improvements to our quality management systems and enhancements to our manufacturing processes, while releasing commercial drug product. We continue to work with the FDA to officially close-out the Warning Letter status to the Boca Facility. However, the VAI inspection status of the Boca Facility permits substantive reviews to occur.
- **Increase marketing efforts around Nabi-HB.** We plan to increase our marketing efforts and attend relevant medical conferences during 2019, raising awareness of the risks associated with Hepatitis B and the benefits and efficacy of Nabi-HB in its indicated populations.
- **Obtain FDA approval for the BIVIGAM PAS and re-launch.** If we are successful in obtaining FDA approval of the drug substance PAS, which details our optimized BIVIGAM manufacturing process, we plan to re-launch BIVIGAM in the U.S. During the second half of 2018, we filed the PAS seeking FDA authorization which, if obtained, would enable us to resume commercial manufacturing and re-launch and commercialize this product. On December 19, 2018, we received the BIVIGAM CRL from the FDA for our PAS submission for BIVIGAM drug substance. The BIVIGAM CRL requested certain additional information and clarifications related to CMC matters contained in our PAS submission for drug substance, including complete resolution of certain manufacturing related deviations, information pertaining to how certain in-process manufacturing samples are taken, as well as updates on certain stability data previously submitted. As the information we believed necessary to address and respond to the matters raised in the BIVIGAM CRL was readily available in our files, on January 7, 2019 we announced that our responses to the BIVIGAM CRL were submitted to the FDA for further review. Subsequent to the January 7, 2019 resubmission to the FDA, we received an information request for a limited number of questions. We believe that all requests contained in the recently received FDA information request were addressable and we have responded to the FDA. To date, we have not received a formal BIVIGAM CRL resubmission acknowledgment and we have not received formal clarity on the FDA's intended review timing. We can confirm that the FDA is actively reviewing our BIVIGAM CRL resubmission and information request responses, however we cannot provide any assurance or predict with certainty the schedule for when we will, if at all, receive authorization from the FDA with respect to the PAS.

- **Obtain FDA approval of RI-002 as a treatment for PIDD.** In the third quarter of 2015, the FDA accepted for review the RI-002 BLA for the treatment of PIDD. In July 2016, the FDA issued the RI-002 CRL. The RI-002 CRL did not cite any concerns with the clinical safety or efficacy data for RI-002 submitted in the RI-002 BLA, nor did the FDA request any additional clinical studies be completed prior to FDA approval of RI-002. In connection with our remediation efforts at the Boca Facility and receiving an inspection close-out by the FDA, we submitted the RI-002 BLA for review and in October 2018, we received an FDA target action PDUFA date of April 2, 2019.
- **Commercialize RI-002 as a treatment for PIDD.** We plan to enhance our recruiting initiatives and expand our existing specialty commercial sales force to market RI-002 to hospitals, physician offices/clinics, and other specialty treatment and infusion center organizations. We also anticipate staffing our company with additional personnel for patient support, medical affairs, quality assurance, regulatory affairs, scientific affairs, third-party reimbursement, inventory and logistics, human resources, and financial and operational management. We may also use a network of national distributors to fulfill orders for RI-002.
- **Expand RI-002's FDA-approved uses.** If RI-002 is approved by the FDA as a treatment for PIDD, we plan to evaluate the clinical and regulatory paths to grow the RI-002 franchise through expanded FDA-approved uses. We believe that there may be patient populations beyond PIDD that would derive clinical benefit from RI-002, some of which may be eligible for orphan status. We plan to leverage our previously conducted randomized, double-blind, placebo-controlled Phase II clinical trial evaluating RI-001, RI-002's predecessor product candidate, in immune-compromised, RSV-infected patients to explore RI-002 for the treatment of RSV.
- **Increase the Boca Facility's manufacturing capacity.** During 2019, we plan to execute on our capacity optimization plan to increase the Boca Facility's manufacturing capacity.
- **Expand our pipeline with additional plasma-derived therapeutics.** Our core competency is in the development, manufacturing, testing and commercialization of plasma-derived therapeutics. We believe there are a number of under-addressed medical conditions for which plasma-derived therapeutics may be beneficial. Utilizing our intellectual property patents, which include our proprietary testing assay and other standardization methods and technologies, we have identified potential new product candidates that we may advance into preclinical activities in the near term.
- **Develop and expand ADMA Bio Centers.** In order to maintain partial control of our raw material supply as well as generate revenues through additional sources, we operate ADMA Bio Centers, a subsidiary that was established to operate plasma collection facilities in the U.S. Our facility in Kennesaw, GA holds an FDA license, under which we may collect normal source plasma and high-titer RSV plasma, with a portion of the plasma being sold to third-party buyers. We also plan to grow through the creation and licensing of additional plasma collection facilities in various regions of the U.S. We believe additional plasma collection facilities will allow us to cost-effectively secure additional plasma for our product manufacturing, and potentially increase revenues through the collection and sale of normal source plasma and other hyperimmune plasma to third parties.

## ***The Plasma Industry***

### **Primary Immunodeficiency Disease**

PIDD is a class of hereditary disorders characterized by defects in the immune system, due to either a lack of necessary antibodies or a failure of these antibodies to function properly. According to the World Health Organization, there are over 150 different presentations of PIDD. As patients suffering from PIDD lack a properly functioning immune system, they typically receive monthly, outpatient infusions of IVIG therapy. Without this exogenous antibody immune support, these patients would be susceptible to a wide variety of infectious diseases. PIDD has an estimated prevalence of 1:1,200 in the U.S., or approximately 250,000 people. Of these 250,000 people diagnosed with PIDD in the U.S., approximately 125,000 receive monthly infusions of IVIG and it is estimated that over 300,000 patients worldwide receive monthly IVIG infusions for PIDD.

As most patients with PIDD present with infections, the differential diagnosis and initial investigations for an underlying immune defect are typically guided by the clinical presentation. In subjects with PIDD, individual infections are not necessarily more severe than those that occur in a normal host. Rather, the clinical features suggestive of an immune defect may be the recurring and/or chronic nature of infections with common pathogens that may result in end organ damage, such as bronchiectasis. In addition, subjects with PIDD will often respond poorly to standard antimicrobial therapy or they may have repeated infections with the same pathogen. The virulence of the infecting organism should also be considered, and a subject's immune competence should be questioned when invasive infections are caused by low virulence or opportunistic pathogens. For example, infection with the opportunistic pathogens *Pneumocystis jirovecii* (previously *Pneumocystis carinii*) or atypical mycobacteria should prompt an investigation for underlying immunodeficiency. Typical clinical presentations for subjects with PIDD are:

- antibody deficiency and recurrent bacterial infections;
- T-lymphocyte deficiency and opportunistic infections;
- other lymphocyte defects causing opportunistic infections;
- neutrophil defects causing immunodeficiency; and
- complement deficiencies.

PIDD can present at any age from birth to adulthood, posing a considerable challenge for the practicing physician to know when and how to evaluate a subject for a possible immune defect. Subjects with marked antibody deficiencies are generally dependent on IVIG therapy for survival. Benefits of adequate IVIG therapy in subjects not able to produce antibodies normally include a reduction of the severity and frequency of infections, prevention of chronic lung disease and prevention of enteroviral meningoencephalitis. Several immune globulin products have already been approved by the FDA.

RI-002, our IVIG product candidate, contains polyclonal antibodies against various infectious agents, such as streptococcus pneumoniae, H. influenzae type B, CMV, measles and tetanus, including standardized antibodies against RSV. RSV is a common respiratory virus that often presents during the winter months. Nearly all children will have been infected with RSV by three years of age; however, the immune systems of most healthy children prevent significant morbidity and mortality. Conversely, in patients who are immune-compromised, such as those with PIDD or who have undergone a hematopoietic stem cell or solid organ transplant and may be on immunosuppressive drugs or chemotherapy, RSV infection can be associated with significant morbidity and mortality. Immune-compromised patients historically have a 5% to 15% rate of RSV infection, and, if left untreated, lower respiratory tract RSV infections in immune-compromised patients can result in a mortality rate of up to 40% of infected patients. In hematopoietic stem cell transplant ("HSCT") patients, a subset of the immune-compromised patient population with approximately 25,000 transplants being performed annually in the U.S., it is estimated that about 25% of patients treated with the current standard of care (aerosolized Ribavirin) will progress to Lower Respiratory Tract Infection ("LRTI") while 41% of patients untreated with the current standard of care will progress to LRTI.

## **Plasma - Background, Composition and Manufacturing**

Human blood contains a number of components including:

- Red blood cells – Used to carry oxygen from the lungs to the body;
- White blood cells – Used by the immune system to fight infection;
- Platelets – Used for blood clotting; and
- Plasma – Used to carry the aforementioned components throughout the body and provide support in clotting and immunity.

Plasma is the most abundant blood component, representing approximately 55% of total blood volume. Plasma, which is 90% water, is rich in proteins used by the human body for blood clotting and fighting infection. These proteins account for approximately 7% of plasma's volume. As plasma contains these valuable proteins, plasma collection and the manufacturing of human plasma-derived therapeutics provide therapeutic benefits for ill patients.

In order to produce plasma-derived therapeutics that can be administered to ill patients, raw material plasma must be collected from human donors and then manufactured into specialized products. Plasma is collected from healthy donors at FDA-licensed plasma donation centers. To ensure safety of the collected plasma, all plasma donations are tested using FDA-approved methods of Nucleic Acid Testing for various infectious diseases, such as HIV or HCV.

Plasma is collected using a process called "plasmapheresis." During plasmapheresis, a donor's blood is drawn into a specialized medical device that separates the plasma component through centrifugation, and then returns the other blood components back into the donor's bloodstream. Plasmapheresis is performed utilizing an FDA-approved, automated device with a sterile, self-contained collection kit. The plasma that is collected is known as "normal source plasma." There are over 600 plasma donation centers in the U.S. As noted in a variety of plasma industry trade reports and related conferences, approximately 42 million liters of source plasma were collected in the U.S. in 2017. In the U.S., a donor may donate plasma a maximum of two times during any seven-day period, with at least two days in between donations. Plasma donation centers in the U.S. typically pay donors \$25 to \$50 per donation and some donors with rare or high antibody levels can be paid more.

In order to isolate the desired therapeutic elements in normal source plasma, it must initially undergo a manufacturing process known as "fractionation." The process of fractionation was invented in the 1940's by E.J. Cohn and is referred to as the Cohn method or cold ethanol fractionation. First, the source plasma undergoes a process called pooling, in which the individual plasma donations are combined into a pooling tank. Second, the Cohn fractionation method, which is a combination of time, temperature, pH, alcohol concentration and centrifugation, is used to separate the desired plasma protein components, or "fractions." After fractionation, the separated proteins are then re-suspended and are treated with a solvent detergent treatment process for viral inactivation. Next, other forms of filtration, such as nanofiltration, are performed as an additional viral removal and viral reduction step. Finally, with the various components separated and purified, the bulk product is formulated and filled into final, finished vials. During these various steps of manufacturing, each lot is reviewed and tested for potency and purity prior to being approved for release.

The proteins in human plasma fall into four categories: albumin (60% of protein volume), immune globulins (15% of protein volume), coagulation factors (1% of protein volume), and other proteins (24% of protein volume) such as alpha-1 proteinase inhibitor, C1 esterase inhibitor, fibrin sealants and fibrinogen. Many of the other proteins in plasma have yet to be developed into commercial therapies. In the U.S., not only are the plasma collection centers subject to FDA licensure, but each plasma protein product that is derived and fractionated from plasma must undergo an approval process with FDA's Center for Biologics Evaluation and Research.

### ***Immune Globulins***

In June 2008, the FDA published the FDA Guidance for Industry outlining the regulatory pathway for the approval of IVIG for the treatment of PIDD (*Guidance for Industry: Safety, Efficacy, and Pharmacokinetic Studies to Support Marketing of Immune Globulin Intravenous (Human) as Replacement Therapy for Primary Humoral Immunodeficiency*).



Immune globulins can be administered in three ways: intramuscularly, intravenously or subcutaneously. IVIG principally contains antibodies and, as such, provides passive immunization for individuals who are immune-deficient or who have been exposed to various infectious agents. IVIG is used therapeutically in a variety of immunological diseases/deficiencies, such as PIDD, idiopathic thrombocytopenic purpura, Guillain-Barré syndrome, Kawasaki disease, bone marrow transplant, and chronic inflammatory demyelinating polyneuropathy. We are aware that other companies are also evaluating IVIG in a clinical trial for the treatment of Alzheimer's disease. Additionally, IVIG is also used as therapy in a variety of other diseases that do not involve primary or secondary immune deficiencies, such as multiple sclerosis, skin disease, and asthma. These latter uses are referred to as "off-label" or evidence-based uses because the FDA has not approved their use in these indications and promotion of such uses is not permitted by FDA unless a BLA or BLA supplement with additional data is approved. Among the various IVIG products, there are only 14 labeled indications approved by the FDA. However, medical literature identifies at least 150 evidence-based uses for IVIG, of which approximately 60 are currently included on lists of reimbursable uses by Medicare and other healthcare plans. This provides opportunities for new product development and submissions.

There are two types of immune globulins; standard and hyperimmune. The difference between standard immune globulins and hyperimmune globulins is that the latter are manufactured using plasma obtained from donors who have elevated amounts (high-titers) of specific antibodies. These high-titer products can be used to treat and prevent diseases that present those specific antigens that are reactive with the high-titer antibodies. Hyperimmune products currently available include Hepatitis B, tetanus, rabies, CMV and RhoD immune globulins.

As reported in industry journals, the U.S. sales of immune and hyperimmune globulin products for all its uses were reported to be approximately \$6.2 billion in 2017, and in 2016 industry journals reported that the worldwide market for plasma-derived therapeutic drug products was approximately \$21 billion. IVIG products are used to treat primary immune deficiencies, certain autoimmune diseases, and other illnesses for immune-compromised patients and certain neuropathy indications. New research and data, additional labeled indications, an aging population and emerging countries with new markets are all adding to the worldwide demand and growth of IVIG utilization.

### ***Manufacturing and Supply***

In order to produce plasma-derived therapeutics that can be administered to patients, raw material plasma is collected from healthy donors at plasma collection facilities licensed by the FDA. ADMA Bio Centers operates an FDA-licensed source plasma collection facility located in Kennesaw, GA. which provides us with a portion of our blood plasma for the manufacture of our current products and product candidates. A typical plasma collection center, such as those operated by ADMA Bio Centers, can collect approximately 30,000 to 50,000 liters of source plasma annually, which may be sold for different prices depending upon the type of plasma, quantity of purchase, and market conditions at the time of sale. Plasma collected from ADMA Bio Centers' facilities that is not used for the manufacture of our current products and product candidates is sold to third-party customers in the U.S., and other locations where we are approved globally under supply agreements or in the open "spot" market.

On June 6, 2017, we entered into a Termination Agreement with BPC with respect to the Manufacturing Supply and License Agreement and Master Services Agreement, which included, effective as of January 21, 2017, a mutual release with respect to any claims relating to or arising from any breach or default under the existing Manufacturing Supply and License Agreement and Master Services Agreement between ADMA BioManufacturing and BPC. Under our Manufacturing, Supply and License Agreement with BPC, we had agreed to purchase exclusively from BPC our worldwide requirements of RSV immune globulin manufactured from human plasma containing RSV antibodies. The term of the agreement was for a period of ten years from January 1, 2013, renewable for two additional five-year periods at the agreement of both parties. We were obligated under this agreement to purchase a minimum of at least one lot of product during each calendar year after the finished product is approved by the FDA. This number was subject to increase at our option. As consideration for BPC's obligations under the agreement, we were obligated to pay a dollar amount per lot of RSV immune globulin manufactured from human plasma containing RSV antibodies, as well as a percentage royalty on the sales thereof and of RI-002, up to a specified cumulative maximum amount.

Pursuant to the terms of a plasma purchase agreement with BPC, dated as of November 17, 2011 (the “2011 Plasma Purchase Agreement”), we have agreed to purchase from BPC an annual minimum volume of source plasma containing antibodies to RSV to be used in the manufacture of RI-002. We must purchase a to-be-determined and agreed upon annual minimum volume from BPC, but may also collect high-titer RSV plasma from up to five wholly-owned ADMA plasma collection facilities. During 2015, we amended the 2011 Plasma Purchase Agreement with BPC to allow us the ability to collect our raw material RSV high-titer plasma from other third-party collection organizations, thus allowing us to expand our reach for raw material supply as we approach commercialization for RI-002. Unless terminated earlier, the 2011 Plasma Purchase Agreement expires in June 2027, after which it may be renewed for two additional five-year periods if agreed to by the parties. As part of the closing of the Biotest Transaction, we amended the 2011 Plasma Purchase Agreement to extend the initial term through the ten year anniversary of the closing date of the Biotest Transaction. On December 10, 2018, BPC assigned its rights and obligations under the 2011 Plasma Purchase Agreement to Grifols Worldwide Operations Limited (“Grifols”) as its successor-in-interest, effective January 1, 2019. On January 1, 2019, Grifols and ADMA entered into an additional amendment to the 2011 Plasma Purchase Agreement for the purchase of source plasma containing antibodies to RSV from Grifols. Pursuant to this amendment, until January 1, 2022, we may purchase RSV plasma from Grifols from the two previously owned ADMA plasma collection facilities which we transferred to BPC on January 1, 2019 at a price equal to cost plus five percent (5%) (without any additional increase due to inflation).

On March 23, 2016, we entered into an Amended and Restated Plasma Supply Agreement with BPC for the purchase by BPC of normal source plasma to be derived from automated plasmapheresis procedures conducted at the formerly owned ADMA Bio Centers’ Norcross, GA and Marietta, GA facilities to be used in BPC’s proprietary products’ manufacturing (the “Amended and Restated Plasma Supply Agreement”). Under the Amended and Restated Plasma Supply Agreement, BPC obtained GHA certification of the two bio centers which we transferred to BPC on January 1, 2019. The initial term of the Amended and Restated Plasma Supply Agreement expired by its terms on December 31, 2018 and was not renewed.

On June 6, 2017, we entered into a Plasma Supply Agreement with BPC pursuant to which BPC supplies, on an exclusive basis subject to certain exceptions, to ADMA BioManufacturing an annual minimum volume of hyperimmune plasma that contain antibodies to the hepatitis B virus for the manufacture of Nabi-HB. The Plasma Supply Agreement has a 10-year term. On July 19, 2018, we entered into an amendment to the Plasma Supply Agreement with BPC to, 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. On December 10, 2018, BPC assigned its rights and obligations under the Plasma Supply Agreement to Grifols, effective January 1, 2019.

On June 6, 2017, we entered into a Plasma Purchase Agreement with BPC (the “2017 Plasma Purchase Agreement”), pursuant to which ADMA BioManufacturing purchases normal source plasma from BPC at agreed upon annual quantities and prices. The 2017 Plasma Purchase Agreement has an initial term of five years after which the 2017 Plasma Purchase Agreement may be renewed for additional two terms of two years each upon the mutual written consent of the parties. On July 19, 2018, we entered into an amendment to the 2017 Plasma Purchase Agreement with BPC to, among other things, provide agreed upon amounts of normal source plasma 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 the 2017 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 normal source plasma amounts are within an agreed range, at a price per liter to be mutually determined. Furthermore, pursuant to the amendment to the 2017 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 normal source plasma 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. On December 10, 2018, BPC assigned its rights and obligations under the Plasma Purchase Agreement to Grifols, effective January 1, 2019.



### ***Marketing, Sales and Market Research***

We intend to market and sell our product through our specialty sales force, distribution relationships and other customary industry methods. We will focus our efforts specifically on the easily identifiable treatment centers which specialize in the care and management of immune compromised individuals. We estimate that there are approximately 500 leading specialty programs in the U.S. which have significant patient populations for PIDD, suitable for treatment with RI-002. We plan to hire our own specialty sales force which will consist of account managers, medical science liaisons and other normal and customary scientific, medical and detail representatives. Our management and Board has substantial prior direct marketing, sales and distribution experience with plasma derived drugs, specialty immune globulins and other biological products. We also anticipate staffing the company with additional personnel for patient support, medical affairs, quality assurance, regulatory affairs, scientific affairs, third-party reimbursement, supply chain and logistics, human resources, financial and other operational management positions. As is customary in the plasma products industry, we may also use a network of national distribution organizations that have specialty divisions that focus on plasma products to fulfill orders for RI-002. We anticipate that due to certain recent events, our current and anticipated plans and intentions will evolve and change. See “Special Note Regarding Forward-Looking Statements.”

On June 6, 2017, we entered into a Termination Agreement with BPC with respect to the Manufacturing Supply and License Agreement and Master Services Agreement, which included, effective as of January 21, 2017, a mutual release with respect to any claims related to or arising from any breach or default under the existing Manufacturing Supply and License Agreement and Master Services Agreement between ADMA BioManufacturing and BPC. Pursuant to our Manufacturing, Supply and License Agreement, we granted Biotest an exclusive license to market and sell RI-002 in Europe and in selected countries in North Africa and the Middle East (the “Territory”), to have access to our testing services for testing of BPC’s plasma samples using our proprietary RSV assay, and to reference (but not access) our proprietary information for the purpose of Biotest seeking regulatory approval for the RI-002 in the Territory. As consideration for the license, Biotest provided us with certain services at no charge and also compensated us with cash payments upon the completion of certain milestones. Biotest was also obligated to pay us an adjustable royalty based on a percentage of revenues from the sale of RI-002 in the Territory for 20 years from the date of first commercial sale.

### ***Major Customers***

BPC, McKesson Corporation and AmerisourceBergen represented 56%, 16% and 15%, respectively, of our total 2018 revenue and the loss of BPC, McKesson Corporation or AmerisourceBergen as a customer or a material change in the revenue generated by any of these customers could have a material adverse effect on our business, results of operations and financial condition. As discussed above, the initial term of the Amended and Restated Plasma Supply Agreement with BPC, pursuant to which we supplied BPC with normal source plasma, expired by its terms on December 31, 2018 and was not renewed.

### ***Competition***

The plasma products industry is highly competitive. We face, and will continue to face, intense competition from both U.S.-based and foreign producers of plasma products, some of which have lower cost structures, greater access to capital, greater resources for research and development, and sophisticated marketing capabilities.

These competitors may include but are not limited to: CSL Behring, Grifols Biologicals, Takeda-Shire, Octapharma and Kedrion. In addition to competition from other large worldwide plasma products providers, we face competition in local areas from smaller entities. In Europe, where the industry is highly regulated and health care systems vary from country to country, local companies may have greater knowledge of local health care systems, more established infrastructures and have existing regulatory approvals or a better understanding of the local regulatory process, allowing them to market their products more quickly. Moreover, plasma therapy generally faces competition from non-plasma products and other courses of treatments. For example, recombinant Factor VIII products compete with plasma-derived products in the treatment of Hemophilia A.

## **Intellectual Property**

During the second quarter of 2015, U.S. Pat. App. Serial No. 14/592,721, entitled ‘Compositions and Methods for the Treatment of Immunodeficiency’, encompassing our RI-002 product, was allowed and issued August 18, 2015 as U.S. Patent No. 9,107,906. The ‘906 patent has a term at least through January 2035 and covers compositions comprising pooled plasma, as well as immunoglobulin prepared therefrom, that contains a standardized, elevated titer of RSV neutralizing antibodies as well as elevated levels of antibodies specific for one or more other respiratory pathogens, as well as methods of making and using the compositions. Our proprietary methods allow us to effectively identify and isolate donor plasma with high-titer RSV neutralizing antibodies and to standardize RI-002’s antibody profile, which we believe may enable us to garner a premium price.

During the third quarter of 2017, U.S. Pat. App. Serial No. 14/790,872, entitled ‘Compositions and Methods for the Treatment of Immunodeficiency’, encompassing immunotherapeutic methods of using immune globulin compositions proprietary to us, was allowed and issued July 25, 2017 as U.S. Patent No. 9,714,283. The ‘283 patent has a term at least through January 2035.

In November 2017, U.S. Pat. App. Serial No. 14/592,727, related to immune globulin compositions containing elevated, neutralizing antibody titers to RSV, as well as elevated antibody titers to other respiratory pathogens, was allowed and issued as U.S. Patent No. 9,815,886. The term of the issued patent extends to January 2035.

In May 2018, U.S. Patent No. 9,969,793 was issued covering methods of treating respiratory infections. The newly issued patent encompasses methods of treating upper and lower respiratory infections, including those caused by RSV, other viruses as well as bacteria utilizing ADMA’s investigational drug candidate RI-002, that contains elevated, neutralizing antibody titers to RSV as well as elevated antibody titers to other respiratory pathogens, such as influenza virus, coronavirus, parainfluenza virus, and metapneumovirus. The term of the issued patent extends to January 2035.

During the first quarter of 2019, U.S. Pat. App. Serial No. 14/790,872, entitled ‘Compositions and Methods for the Treatment of Immunodeficiency’, encompassing immunotherapeutic methods of using immune globulin compositions proprietary to us, was allowed and issued July 25, 2017 as U.S. Patent No. 9,714,283. The ‘283 patent has a term at least through January 2035.

On January 24, 2019, the U.S. Patent and Trademark Office issued a Notice of Allowance for U.S. Patent Application Serial No. 15/460,147 related to methods of treatment and prevention of *S. pneumonia* infection. The allowed claims encompass methods of preparing immune globulin via harvesting plasma from *S. pneumonia* vaccinated, healthy adult human donors and pooling the harvested plasma as the source for manufacturing a hyperimmune anti-*S pneumococcal* immune globulin containing elevated opsonic antibodies to a plurality of *S. pneumonia* serotypes, hyperimmune anti-*S pneumococcal* immune globulin so prepared and methods of treating *S. pneumonia* infection and methods of providing immunotherapy using the hyperimmune anti-*S pneumococcal* immune globulin. This allowed Application is expected to issue as a patent in March 2019. The term of the patent, once issued, is expected to extend to March 2037.

We also rely on a combination of patents, trademarks, trade secrets and nondisclosure and non-competition agreements to protect our proprietary intellectual property and will continue to do so. We also seek to enhance and ensure our competitive position through a variety of means, including our unique and proprietary plasma donor selection criteria, our proprietary formulation methodology for plasma pooling and the proprietary reagents, controls, testing standards, standard operating procedures and methods we use in our anti-RSV microneutralization assay. While we intend to defend against threats to our intellectual property, litigation can be costly and there can be no assurance that our patent will be enforced or that our trade secret policies and practices or other agreements will adequately protect our intellectual property. We seek to preserve the integrity and confidentiality of our data and trade secrets by maintaining physical security of our premises and physical and electronic security of our information technology systems. These processes, systems, and/or security measures may be breached, and we may not have adequate remedies as a result of any such breaches. Third parties may also own or could obtain patents that may require us to negotiate licenses to conduct our business, and there can be no assurance that the required licenses would be available on reasonable terms or at all.

In addition, our trade secrets may otherwise become known or be independently discovered by competitors. We also seek to protect our proprietary technology and processes, in part, by confidentiality agreements with our employees, consultants, scientific advisors and contractors. Although we rely, in part, on confidentiality, nondisclosure and non-competition agreements with employees, consultants and other parties with access to our proprietary information to protect our trade secrets, proprietary technology, processes and other proprietary rights, there can be no assurance that these agreements or any other security measures related to such trade secrets, proprietary technology, processes and proprietary rights will be adequate, will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or proprietary knowledge. To the extent that our consultants, contractors or collaborators use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. We have filed for other provisional patent applications with the U.S. which are pending related to expanded hyperimmune globulin products.

We currently hold multiple trademarks, including but not limited to *BIVIGAM* and *Nabi-HB*. We have spent considerable resources registering the trademarks and building brand awareness and equity of the ADMA Biologics trade name, which has been used in commerce since 2006. We expect to maintain and defend our various trademarks to the fullest extent possible.

### ***Government Regulation and Product Approval***

The FDA and comparable regulatory agencies in state and local jurisdictions and in foreign countries impose substantial requirements upon, among other things, the testing (preclinical and clinical), manufacturing, labeling, storage, recordkeeping, advertising, promotion, import, export, marketing and distribution of products and product candidates. If we do not comply with applicable requirements, we may be fined, the government may refuse to approve our marketing applications or allow us to manufacture or market our products and we may be criminally prosecuted. We and our manufacturers may also be subject to regulations under other federal, state and local laws.

### **U.S. Government Regulation**

In the U.S., the FDA regulates products under the Federal Food, Drug, and Cosmetic Act (the "FDCA") and related regulations. Our current and anticipated future product candidates are considered "biologics" under the FDA regulatory framework. The FDA's regulatory authority for the approval of biologics resides in the Public Health Service Act. However, biologics are also subject to regulation under the FDCA because most biological products also meet the FDCA's definition of "drugs." Most pharmaceuticals or "conventional drugs" consist of pure chemical substances and their structures are known. Most biologics, however, are complex mixtures that are not easily identified or characterized. Biological products differ from conventional drugs in that they tend to be heat-sensitive and susceptible to microbial contamination. This requires sterile processes to be applied from initial manufacturing steps. The process required by the FDA before our product candidates may be marketed in the U.S. generally involves the following (although the FDA is given wide discretion to impose different or more stringent requirements on a case-by-case basis):

- completion of extensive preclinical laboratory tests, preclinical animal studies and formulation studies performed in accordance with the FDA's good laboratory practice regulations and other regulations;
- submission to the FDA of an Investigational New Drug ("IND") application which must become effective before clinical trials may begin;
- performance of adequate and well-controlled clinical trials meeting FDA requirements to establish the safety and efficacy of the product candidate for each proposed indication;
- manufacturing (through an FDA-licensed contract manufacturing organization) of product in accordance with cGMP to be used in the clinical trials and providing manufacturing information need in regulatory filings;
- submission of a BLA to the FDA;

- satisfactory completion of an FDA pre-approval inspection of the manufacturing facilities at which the product candidate is produced, and potentially other involved facilities as well, to assess compliance with cGMP regulations and other applicable regulations; and
- the FDA review and approval of a BLA prior to any commercial marketing, sale or shipment of the product.

The testing and approval process requires substantial time, effort and financial resources, and we cannot be certain that any approvals for our product candidates will be granted on a timely basis, if at all. See “Item 1A Risk Factors” appearing elsewhere in this Annual Report.

We submit manufacturing and analytical data, among other information, to the FDA as part of an IND application. Subject to certain exceptions, an IND becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, issues a clinical hold to delay a proposed clinical investigation due to concerns or questions about the product or the conduct of the clinical trial, including concerns that human research subjects will be exposed to unreasonable health risks. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. Our submission of an IND, or those of our collaboration partners, may not result in the FDA allowance to commence a clinical trial. A separate submission to an existing IND must also be made for each successive clinical trial conducted during product development. The FDA must also approve certain changes to an existing IND, such as certain manufacturing changes. Further, an independent institutional review board (“IRB”) duly constituted to meet FDA requirements for each medical center proposing to conduct the clinical trial must review and approve the plan for any clinical trial before it commences at that center and it must monitor the safety of the study and study subjects until completed. The FDA, the IRB or the sponsor may suspend a clinical trial at any time on various grounds, including a finding that the subjects or patients are being exposed to an unacceptable health risk. Clinical testing also must satisfy extensive Good Clinical Practice requirements and regulations for informed consent.

### **Clinical Trials**

For purposes of BLA submission and approval, clinical trials are typically conducted in the following three sequential phases, which may overlap (although additional or different trials may be required by the FDA as well):

- Phase I clinical trials are initially conducted in a limited population to test the product candidate for safety, dose tolerance, absorption, metabolism, distribution and excretion in healthy humans or, on occasion, in patients, such as cancer patients.
- Phase II clinical trials are generally conducted in a limited patient population to identify possible adverse effects and safety risks, to determine the efficacy of the product candidate for specific targeted indications and to determine tolerance and optimal dosage. Multiple Phase II clinical trials may be conducted by the sponsor to obtain information prior to beginning larger and more expensive Phase III clinical trials.
- Certain Phase III clinical trials are referred to as pivotal trials. When Phase II clinical trials demonstrate that a dose range of the product candidate is effective and has an acceptable safety profile, Phase III clinical trials are undertaken in large patient populations to provide substantial evidence of reproducibility of clinical efficacy results and to further test for safety in an expanded and diverse patient population at multiple, geographically dispersed clinical trial sites.

In addition, under the Pediatric Research Equity Act of 2003, a BLA application or supplement for a new active ingredient, new indication, new dosage form, new dosing regimen, or new route of administration must contain data that is adequate to assess the safety and effectiveness of the drug for the claimed indications in all relevant pediatric subpopulations, and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective, unless the applicant has obtained a waiver or deferral. In 2012, the Food and Drug Administration Safety and Innovation Act amended the FDCA to require that a sponsor who is planning to submit such an application submit an initial Pediatric Study Plan (“PSP”) within sixty days of an end-of-phase 2 meeting or as may be agreed between the sponsor and the FDA. The FDA may, on its own initiative or at the request of the applicant, grant deferrals for submission of data or full or partial waivers. The FDA and the sponsor must reach agreement on the PSP.

In some cases, the FDA may condition continued approval of a BLA on the sponsor's agreement to conduct additional clinical trials, or other commitments. Such post-approval studies are typically referred to as Phase IV studies.

### **Biologics License Application**

The results of product candidate development, preclinical testing and clinical trials, together with, among other things, detailed information on the manufacture and composition of the product and proposed labeling, and the payment of a user fee, are submitted to the FDA as part of a BLA. The FDA reviews all BLAs submitted before it accepts them for filing and may reject the filing as inadequate to merit review or may request additional information to be submitted in a very short time frame before accepting a BLA for filing. Once a BLA is accepted for filing, the FDA begins an in-depth review of the application.

During its review of a BLA, the FDA may refer the application to an advisory committee of experts for their review, evaluation and recommendation as to whether the application should be approved, which information is taken into consideration along with the FDA's own review findings. The FDA may refuse to approve a BLA and issue a CRL if the applicable regulatory criteria are not satisfied or the FDA has additional open questions for which it requires clarification. A CRL may also require additional clinical or other data, including one or more additional pivotal Phase III clinical trials. Even if such requested data are submitted, the FDA may ultimately decide that the BLA does not satisfy the criteria for approval and issue a denial of the BLA. Data from clinical trials are not always conclusive and the FDA may interpret data differently than we do. If the FDA's evaluations of the BLA and the clinical and manufacturing procedures and facilities are favorable, the FDA may issue an approval letter; if the evaluations are not favorable the FDA will issue a CRL, which may contain the conditions that must be met in order to secure final approval of the BLA. If a CRL is issued, a company has up to twelve months to resubmit or withdraw the BLA, unless the FDA allows for an extension as requested by a sponsor. If a CRL is issued, resubmissions for original applications and supplements of different types are subject to varying agency review procedures and review timing goals. For example, upon the resubmission of an original BLA application or efficacy supplement, the Center for Biologics Evaluation and Research (CBER)'s written Standard Operating Policy and Procedure (SOPP) 8405.1 states that it will classify the resubmission as either Class 1 (triggering a two-month review goal for the FDA) or Class 2 (triggering a six-month review goal for the FDA) depending on the circumstances, and in this SOPP CBER stated goal for review of manufacturing and labeling supplement resubmissions for PDUFA BLAs is (using the timeframes referenced in 21 C.F.R. § 314.110(b)(1)(iii)) to review them within the same timeframe as the initial review cycle for the supplement (excluding any extension due to a major amendment of the initial supplement) (for example, under the FDA's published PDUFA goals for fiscal years 2018 – 2022, a goal of acting on 90% of manufacturing PASs within four months of receipt). In practice, FDA reviews may take longer than the stated goals. If and when the items identified in a CRL have been resolved to the FDA's satisfaction, the FDA will issue an approval letter, authorizing commercial marketing of the product for certain indications. The FDA may withdraw product approval if ongoing regulatory requirements are not met or if safety problems occur after the product reaches the market. In addition, the FDA may require testing, including Phase IV post-approval clinical trials, and surveillance programs to monitor the effect of approved products that have been commercialized, and the FDA has the power to prevent or limit further marketing of a product based on the results of these post-marketing programs. Products may be marketed only for the FDA-approved indications and in accordance with the FDA-approved label. The FDA generally does not allow drugs to be promoted for "off-label" uses – that is, uses that are not described in the product's approved labeling and that differ from those that were approved by the FDA. Furthermore, the FDA generally limits approved uses to those studied in clinical trials. If there are any modifications to the product, including changes in indications, other labeling changes, or manufacturing processes or facilities, we may be required to submit and obtain FDA approval of a new BLA or BLA supplement, which may require us to develop additional data or conduct additional preclinical studies and clinical trials, and/or require additional manufacturing data.

Satisfaction of the FDA regulations and approval requirements or similar requirements of foreign regulatory agencies typically takes several years, and the actual time required may vary substantially based upon the type, complexity and novelty of the product or disease. Typically, if a product candidate is intended to treat a chronic disease, as is the case with RI-002, safety and efficacy data must be gathered over an extended period of time. Government regulation may delay or prevent marketing of product candidates for a considerable period of time and impose costly procedures upon our activities. The FDA or any other regulatory agency may not grant approvals for changes in dose form or new indications for a product candidate on a timely basis, or at all. Even if a product candidate receives regulatory approval, the approval may be significantly limited to specific disease states, patient populations and dosages. Further, even after regulatory approval is obtained, later discovery of previously unknown problems with a product may result in restrictions on the product or even complete withdrawal of the product from the market. Delays in obtaining, or failures to obtain, regulatory approvals for any of our product candidates would harm our business. In addition, we cannot predict what adverse governmental regulations may arise from future U.S. or foreign governmental action.

## **Other Regulatory Requirements**

Biological drug products manufactured or distributed pursuant to FDA approvals are subject to extensive and continuing regulation by the FDA, including, among other things, requirements related to recordkeeping (including certain electronic record and signature requirements), periodic reporting, product sampling and distribution, advertising and promotion and reporting of certain adverse experiences, deviations, and other problems with the product. After approval, most changes to the approved product, such as adding new indications or other labeling claims, are subject to prior FDA review and approval. There also are annual user fee requirements for any marketed products and the establishments at which such products are manufactured, as well as new application fees for supplemental applications with clinical data.

Manufacturers must continue to comply with cGMP requirements, which are extensive and require considerable time, resources and ongoing investment to ensure compliance. In addition, changes to the manufacturing process generally require prior FDA approval before being implemented and other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval.

Manufacturers and certain other entities involved in the manufacturing and distribution of approved products are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP and other laws. The cGMP requirements apply to all stages of the manufacturing process, including the production, processing, sterilization, packaging, labeling, storage and shipment of the product. Manufacturers must establish validated systems to ensure that products meet specifications and regulatory standards, and test each product batch or lot prior to its release. For biologics products in particular, for each product lot the applicant must submit materials related to that lot to the FDA before the lot can be released for distribution.

Changes to the manufacturing process are strictly regulated and often require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting and documentation requirements upon the sponsor and any third-party manufacturers that the sponsor may decide to use. Accordingly, manufacturers must continue to expend time, money, and effort in the area of production and quality control to maintain cGMP compliance.

The FDA may impose a number of post-approval requirements as a condition of approval of an application. The FDA may withdraw a product approval if compliance with regulatory requirements is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, problems with manufacturing processes or failure to comply with regulatory requirements, may result in restrictions on the product or even complete withdrawal of the product from the market. Failure to comply with the statutory and regulatory requirements can subject a manufacturer to possible legal or regulatory action, such as warning letters, suspension of manufacturing, sales or use, seizure of product, injunctive action or possible fines and other penalties. We cannot be certain that we or our present or future third-party manufacturers or suppliers will be able to comply with the cGMP regulations and other ongoing FDA regulatory requirements. If we or our present or future third-party manufacturers or suppliers are not able to comply with these requirements, the FDA may halt our clinical trials, require us to recall a product from distribution, or withdraw approval of our BLA for that product.

The FDA closely regulates the post-approval marketing and promotion of products, including standards and regulations for direct-to-consumer advertising, off-label promotion, industry-sponsored scientific and educational activities and promotional activities involving the Internet. A company can make only those claims relating to safety and efficacy that are approved by the FDA. Failure to comply with these requirements can result in adverse publicity, warning and/or other regulatory letters, corrective advertising and potential major fines and other penalties.



The commercial distribution of prescription drugs (including biological drug products) is subject to the Drug Supply Chain Security Act ("DSCSA"), which regulates the distribution of the products at the federal level, and sets certain standards for federal or state registration and compliance of entities in the supply chain (manufacturers and repackagers, wholesale distributors, third-party logistics providers, and dispensers). The DSCSA preempts previously enacted state pedigree laws and the pedigree requirements of the Prescription Drug Marketing Act ("PDMA"). Trading partners within the drug supply chain must now ensure certain product tracing requirements are met, and are required to exchange transaction information, transaction history, and transaction statements. Further, the DSCSA limits the distribution of prescription pharmaceutical products and imposes requirements to ensure overall accountability and security in the drug supply chain. The distribution of product samples continues to be regulated under the PDMA.

From time to time, legislation is drafted, introduced and passed in Congress that could significantly change the statutory provisions governing the approval, manufacturing and marketing of products regulated by the FDA. In addition to new legislation, FDA regulations, guidance, and policies are often revised or reinterpreted by the FDA in ways that may significantly affect our business and our product candidates. It is impossible to predict whether further legislative or FDA regulation or policy changes will be enacted or implemented and what the impact of such changes, if any, may be.

### **Regulation of ADMA Bio Centers**

All blood and blood product collection and manufacturing centers which engage in interstate commerce must be licensed by the FDA. In order to achieve licensure, the organization must submit a BLA and undergo pre-licensure inspection. ADMA Bio Centers has completed these requirements and holds an FDA license for its Kennesaw, GA plasma collection facility. In order to maintain an FDA license, each such facility operated by ADMA Bio Centers will be inspected at least every two years. ADMA Bio Centers is also required to submit annual reports to the FDA.

Blood plasma collection and manufacturing centers are also subject to the Clinical Laboratory Improvement Amendments, state licensure and compliance with industry standards such as the International Quality Plasma Program. Compliance with state and industry standards is verified by means of routine inspection. We believe that our ADMA Kennesaw, GA facility is currently in compliance with state and industry standards. Delays in obtaining, or failures to maintain, regulatory approvals for any facilities operated by ADMA Bio Centers would harm our business. In addition, we cannot predict what adverse federal and state regulations and industry standards may arise in the future.

### **Foreign Regulation**

In addition to regulations in the U.S., if we choose to pursue clinical development and commercialization in the European Union, we will be subject to a variety of foreign regulations governing clinical trials and commercial sales and distribution of any future product. Whether or not we obtain FDA approval for a product, we must obtain approval of a product by the comparable regulatory authorities of foreign countries before we can commence clinical trials or marketing of the product in those countries. The approval process varies from country to country, and the time may be longer or shorter than that required for FDA approval. The requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from country to country.

Under European Union regulatory systems, marketing authorizations may be submitted either under a centralized or mutual recognition procedure. The centralized procedure provides for the grant of a single marketing authorization that is valid for all European Union member states. The mutual recognition procedure provides for mutual recognition of national approval decisions. Under this procedure, the holder of a national marketing authorization may submit an application to the remaining member states. Within 90 days of receiving the applications and assessment report, each member state must decide whether to recognize approval, refuse it or request additional information.

### ***Product Coverage, Pricing and Reimbursement***

Significant uncertainties exist as to the coverage and reimbursement status of any products for which we may obtain regulatory approval. In the U.S., sales of any products for which we may receive regulatory approval for commercial sale will depend in part on the availability of coverage and reimbursement from third-party payers. Third-party payers include government authorities, managed care providers, private health insurers and other organizations. The process for determining whether a payer will provide coverage for a drug product may be separate from the process for setting the reimbursement rate that the payer will pay for the drug product. Third-party payers may limit coverage to specific drug products on an approved list, or formulary, which might not include all of the FDA-approved drugs for a particular indication. Moreover, a payer's decision to provide coverage for a drug product does not imply that an adequate reimbursement rate will be approved. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development.

Third-party payers are increasingly challenging the price and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. In order to obtain coverage and reimbursement for any product that might be approved for sale, we may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of any products, in addition to the costs required to obtain regulatory approvals. Our product candidates may not be considered medically necessary or cost-effective. If third-party payers do not consider a product to be cost-effective compared to other available therapies, they may not cover the product after approval as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow a company to sell its products at a profit.

The U.S. government and state legislatures have shown significant interest in implementing cost containment programs to limit the growth of government-paid health care costs, including price controls, restrictions on reimbursement and requirements for substitution of generic products for branded prescription drugs. For example, the Healthcare Reform Law contains provisions that may reduce the profitability of drug products, including, for example, increased rebates for drugs reimbursed by Medicaid programs, extension of Medicaid rebates to Medicaid managed care plans, mandatory discounts for certain Medicare Part D beneficiaries and annual fees based on pharmaceutical companies' share of sales to federal health care programs. Adoption of government controls and measures, and tightening of restrictive policies in jurisdictions with existing controls and measures, could limit payments for pharmaceuticals.

The marketability of any products for which we receive regulatory approval for commercial sale may suffer if the government and third-party payers fail to provide adequate coverage and reimbursement. In addition, an increasing emphasis on cost containment measures in the U.S. has increased and we expect will continue to increase the pressure on pharmaceutical pricing. Coverage policies and third-party reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

### ***Employees***

As of December 31, 2018, we had a total of 318 employees, comprised of 314 full-time employees and four part-time employees. Over the course of the next year, we anticipate hiring additional full-time employees devoted to sales and marketing, medical and scientific affairs, general and administrative, as well as hiring additional staff to the plasma collection centers as appropriate. We intend to use Clinical Research Organizations ("CROs"), third parties and consultants to perform our clinical studies and manufacturing, regulatory affairs and quality control services in addition to corporate marketing, branding and commercialization activities.

### ***Corporate Information***

ADMA Biologics, Inc. was founded on June 24, 2004 as a New Jersey corporation and re-incorporated in Delaware on July 16, 2007. We operate through our wholly-owned subsidiaries ADMA Plasma Biologics, ADMA BioManufacturing and ADMA Bio Centers. ADMA BioManufacturing was formed in January 2017 to facilitate the acquisition of BTBU. ADMA Bio Centers is the Company's source plasma collection business which operates in the U.S. Each operational ADMA bio center, once approved, will have a license with the FDA and may obtain additional certifications from other regulatory agencies such as the GHA and the Korean Ministry of Food and Drug Safety. ADMA Bio Centers' facility supplies ADMA with a portion of its raw material plasma for the manufacture of its products and product candidates.



We maintain our headquarters at 465 State Route 17, Ramsey, NJ 07446. Our telephone number is (201) 478-5552. Our Florida campus is located at 5800 Park of Commerce Boulevard, Northwest, Boca Raton, FL 33487. The Florida telephone number is (561) 989-5800. We maintain a website at [www.admabiologics.com](http://www.admabiologics.com); however, the information on, or that can be accessed through, our website is not part of this Annual Report on Form 10-K. This Annual Report and all of our filings under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including copies of Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments to those reports, are available free of charge through our website on the date we file those materials with, or furnish them to, the U.S. Securities and Exchange Commission (the "SEC"). Such filings are also available to the public on the internet at the SEC's website at [www.sec.gov](http://www.sec.gov).

## Item 1A. Risk Factors

*Described below are various risks and uncertainties that may affect our business. These risks and uncertainties are not the only ones we face. You should recognize that other significant risks and uncertainties may arise in the future, which we cannot foresee at this time. Also, the risks that we now foresee might affect us to a greater or different degree than expected. Certain risks and uncertainties, including ones that we currently deem immaterial or that are similar to those faced by other companies in our industry or business in general, may also affect our business. If any of the risks described below actually occur, our business, financial condition or results of operations could be materially and adversely affected. You should carefully consider the following risk factors and the section entitled "Special Note Regarding Forward-Looking Statements" before you decide to invest in our securities.*

### Risks Relating to our Business

***To date, we have generated limited product revenues, have a history of losses and will need to raise additional capital to operate our business, which may not be available on favorable terms, if at all.***

To date, we have generated a substantial portion of our revenues from the sale of plasma by our plasma collections facilities. Following completion of the Biotest Transaction, we began generating revenues from the sale of Nabi-HB, and we recorded additional revenue in connection with a contract manufacturing agreement. Unless and until we receive approval from the FDA and other regulatory authorities for BIVIGAM and RI-002 and other products and product candidates in our pipeline, we do not expect to sell and generate revenue from the commercialization of BIVIGAM or RI-002 and other products and product candidates in our pipeline, and we will be required to raise additional funds through the sale of our equity and/or debt securities in order to establish a commercial sales force, develop our commercial infrastructure and recognize any significant revenues.

Our long-term liquidity will depend upon our ability to raise additional capital, fund our research and development and commercial programs, establish and build out a commercial sales force and commercial infrastructure and meet our ongoing obligations. If we are unable to successfully raise additional capital by the fourth quarter of 2019, we will likely not have sufficient cash flow and liquidity to fund our business operations as we currently operate, forcing us to potentially curtail our activities and significantly reduce or cease operations. Even if we are able to raise additional capital, such financings may only be available on unattractive terms, resulting in significant dilution of stockholders' interests and, in such event, the value and potential future market price of our Common Stock may decline. In addition, if we raise additional funds through license arrangements or through the disposition of any of our assets, it may be necessary to relinquish potentially valuable rights to our product candidates or assets or grant licenses on terms that are not favorable to us.

Based upon our projected revenue and expenditures for fiscal 2019, including continued implementation of our commercialization and expansion activities and certain other assumptions, we currently believe that our cash, cash equivalents, projected revenue and accounts receivable, along with the additional \$27.5 million we anticipate being able to draw down through our existing senior credit facility (see "Management's Discussion and Analysis of Financial Condition and Results of Operations"), which is contingent upon, among other things, the FDA approval of either the BIVIGAM PAS or the RI-002 BLA, will be sufficient to fund our operations, as currently conducted, into the fourth quarter of 2019. In order to have sufficient cash to fund our operations thereafter and to continue as a going concern, we will need to raise additional equity or debt financing by the fourth quarter of 2019. However, if we do not receive FDA approval of either the BIVIGAM PAS or the RI-002 BLA, we believe that our cash balance will be sufficient to fund our operations, as currently conducted, into the third quarter of 2019, and we will be required to raise additional capital by the third quarter of 2019. This timeframe may change based upon how quickly we are able to execute on our ADMA BioManufacturing operations, commercial manufacturing ramp-up activities and the various financing options we are exploring. These estimates may change based upon whether or when the FDA approves BIVIGAM or RI-002 or if any of our other assumptions change. We currently do not have arrangements to obtain additional financing. Any such financing could be difficult to obtain or only available on unattractive terms and could result in significant dilution to stockholders. Failure to secure necessary financing in a timely manner and on favorable terms could have a material adverse effect on our business plan and financial performance and could delay, discontinue or prevent product development, clinical trials, commercialization activities or the approval of any of our potential products. In addition, we could be forced to reduce or forgo sales and marketing efforts and forgo attractive business opportunities.

***Failure to timely and effectively remediate and close out the outstanding Warning Letter and other inspection issues and deficiencies at the Boca Facility will have a material adverse effect on our business.***

Prior to the closing of the Biotest Transaction, BTBU was our third-party manufacturer for RI-002. In response to our RI-002 BLA submission in 2015, in July 2016 the FDA issued the CRL. The CRL did not specify or request the need for any additional clinical trials or data; however, the CRL reaffirmed the issues set forth in the Warning Letter issued to Biotest relating to inspection issues identified at the Boca Facility. The FDA identified in the CRL, among other things, certain outstanding inspection issues and deficiencies related to CMC and GMP at the Boca Facility and at certain of our third-party vendors, and requested documentation of corrections for a number of these issues. The FDA indicated in the CRL that it cannot grant final approval of our RI-002 BLA until, among other things, these deficiencies are resolved. Following the completion of the Biotest Transaction, we now have control over the regulatory, quality, general operations and drug substance manufacturing process at the Boca Facility, and one of our highest priorities is to close out the Warning Letter. In June 2017, we engaged a leading consulting firm with extensive experience in remediating compliance and inspection issues related to quality management systems that manages a robust team of subject matter experts in plasma derived products and biologic drugs to assist us in addressing all identified CMC and cGMP issues and deficiencies. In April 2018, the FDA inspected the Boca Facility and in July 2018 our FDA status improved from OAI to VAI and this inspection of the Boca Facility has been successfully closed-out as indicated on the FDA's website inspection database. Upon our receiving FDA compliance status, we responded to the RI-002 CRL through resubmitting the RI-002 BLA on September 28, 2018 and the FDA assigned a PDUFA action due date of April 2, 2019. Upon approval of the RI-002 BLA by the FDA, we intend to commercialize RI-002. We cannot provide any assurances or predict with certainty the schedule for when we will, if at all, receive approval from the FDA for the RI-002 BLA. Similarly, there can be no assurances that our efforts to remediate the Warning Letter will be effective or whether the FDA will accept these efforts. Failure to timely remediate the issues identified in the Warning Letter and other inspection issues and deficiencies and/or receive approval from the FDA, as well as passing an FDA inspection within this timeline, if at all, will have a material adverse effect on our business, prospects, financial condition and results of operations. We may be issued additional 483 observations, Warning Letters or have other negative regulatory actions taken against us should we be found to be noncompliant.

***We are currently not profitable and may never become profitable.***

We have a history of losses and expect to incur substantial losses and negative operating cash flow for the foreseeable future, and we may never achieve or maintain profitability. For the years ended December 31, 2018 and 2017, we incurred net losses of \$65.7 and \$43.8 million, respectively, and from our inception in 2004 through December 31, 2018, we have incurred an accumulated deficit of \$216.4 million. Even if we succeed in developing and commercializing one or more of our products and product candidates, we expect to incur substantial losses for the foreseeable future and may never become profitable. We also expect to continue to incur significant operating and capital expenditures and anticipate that our operating expenses will increase substantially in the foreseeable future as we:

- remediate the outstanding compliance deficiencies identified by the FDA in the CRL and Warning Letter at the Boca Facility;
- seek regulatory approval(s);
- initiate commercialization and marketing efforts;
- implement additional internal systems, controls and infrastructure;

- hire additional personnel;
- expand and build out our plasma center network; and
- expand production capacity at the Boca Facility.

We also expect to experience negative cash flows for the foreseeable future as we fund our operating losses and capital expenditures. As a result, we will need to generate significant revenues in order to achieve and maintain profitability. We may not be able to generate these revenues or achieve profitability in the future. Our failure to achieve or maintain profitability could negatively impact the value of our securities.

***Although our financial statements have been prepared on a going concern basis, we must raise additional capital by the second half of 2019 to fund our operations in order to continue as a going concern.***

CohnReznick LLP, our independent registered public accounting firm, has included an explanatory paragraph in their opinion that accompanies our audited consolidated financial statements as of and for the year ended December 31, 2018, indicating that our current liquidity position and history of losses raise substantial doubt about our ability to continue as a going concern. If we are unable to improve our liquidity position we may not be able to continue as a going concern. If we are unable to continue as a going concern, we may have to liquidate our assets and may receive less than the value at which those assets are carried on our financial statements. We may also be forced to make reductions in spending, including delaying or curtailing our clinical development, trials or commercialization efforts, or seek to extend payment terms with our vendors and creditors. Our ability to raise or borrow the capital needed to improve our financial condition may be hindered by a variety of factors, including market conditions and the availability of such financing on acceptable terms, if at all. If we are unable to obtain sufficient funding, our business, prospects, financial condition and results of operations will be materially and adversely affected and we may be unable to continue as a going concern. The accompanying consolidated financial statements do not include any adjustments that might result if we are unable to continue as a going concern and, therefore, be required to realize our assets and discharge our liabilities other than in the normal course of business, which could cause our security holders to suffer the loss of all or a substantial portion of their investment.

We anticipate that our principal sources of liquidity will only be sufficient to fund our activities, as currently conducted, into the fourth quarter of 2019. In order to have sufficient cash to fund our operations thereafter and to continue as a going concern, we will need to raise additional equity or debt financing by the fourth quarter of 2019. However, if we do not receive FDA approval of either the BIVIGAM PAS or the RI-002 BLA, we believe that our cash balance will be sufficient to fund our operations, as currently conducted, into the third quarter of 2019, and we will be required to raise additional capital by the third quarter of 2019. This time frame may change based upon how quickly we are able to execute on our quality management systems' remediation plans for the ADMA BioManufacturing operations, commercial manufacturing ramp-up activities and the various financing options we are exploring. In order to have sufficient cash to fund our operations thereafter, we will need to raise additional equity or debt capital, and we cannot provide any assurance that we will be successful in doing so. If our assumptions underlying our estimated expenses prove to be wrong, we may have to raise additional capital sooner than the second half of 2019.

***We have a limited operating history upon which to base an investment decision.***

We have not demonstrated an ability to perform the functions necessary for the successful commercialization of RI-002. The successful development and commercialization of any product candidate will require us or our collaborators to perform a variety of functions, including:

- undertaking product development and clinical trials;
- participating in regulatory approval processes;
- formulating and manufacturing products; and
- conducting sales and marketing activities once product approval is received.

Our operations thus far provide a limited basis for you to assess our ability to commercialize our product candidates and the advisability of investing in our securities.

***Business interruptions could adversely affect our business.***

Our operations, including our headquarters located in Ramsey, NJ, the Boca Facility and our Kennesaw, GA plasma collection center, are vulnerable to interruption by fire, weather related events such as hurricanes, wind and rain, other acts of God, electric power loss, telecommunications failure, equipment failure and breakdown, human error, employee issues, product liability claims and events beyond our control. While we maintain several insurance policies with reputable carriers, which we believe are in acceptable amounts and contain market terms common within the industry which provide adequate coverage for a variety of these risks, including replacing or rebuilding a substantial part of our facilities, these policies are subject to the insurance carriers' final determination of compensation to us. In addition, our disaster recovery plans for our facilities may not be adequate and we do not have an alternative manufacturing facility or contractual arrangements with other manufacturers in the event of a casualty to or destruction of any of our facilities. If we are required to rebuild or relocate any of our facilities, a substantial investment in improvements and equipment would be necessary. We carry only a limited amount of business interruption insurance, which may not sufficiently compensate us for losses that may occur. As a result, any significant business interruption could adversely affect our business and results of operations.

***Our lead pipeline product candidate, RI-002, requires extensive clinical data analysis and regulatory review and may require additional testing. Clinical trials and data analysis can be very expensive, time-consuming and difficult to design and implement. If we are unsuccessful in obtaining regulatory approval for RI-002, or any of our product candidates do not provide positive results, we may be required to delay or abandon development of such product, which would have a material adverse impact on our business.***

Continuing product development requires additional and extensive clinical testing. Human clinical trials are very expensive and difficult to design and implement, in part because they are subject to rigorous regulatory requirements. The clinical trial process is also time-consuming. While we have met the primary endpoint for our pivotal Phase III trial for RI-002, we cannot provide any assurance or certainty regarding when we might receive regulatory approval of our RI-002 BLA. Furthermore, failure can occur at any stage of the process, and we could encounter problems that cause us to abandon our RI-002 BLA or repeat clinical trials. The commencement and completion of clinical trials for any current or future development product candidate may be delayed by several factors, including:

- unforeseen safety issues;
- determination of dosing issues;
- lack of effectiveness during clinical trials;
- slower than expected rates of patient recruitment;
- inability to monitor patients adequately during or after treatment; and
- inability or unwillingness of medical investigators to follow our clinical protocols.

In addition, the FDA or an independent institutional review board may suspend our clinical trials at any time if it appears that we are exposing participants to unacceptable health risks or if the FDA finds deficiencies in our IND submissions or the conduct of these trials. Therefore, we cannot provide any assurance or predict with certainty the schedule for future clinical trials. In the event we do not ultimately receive regulatory approval for RI-002, we may be required to terminate development of our only product candidate. Unless we acquire or develop other product candidates that are saleable, our business will be limited to plasma collection and sales, as well as sales of Nabi-HB and, potentially, manufacturing intermediates.

***If the results of our clinical trials do not support our product candidate claims, completing the development of such product candidate may be significantly delayed or we may be forced to abandon development of such product candidate altogether.***

Even though our clinical trials for RI-002 have been completed as planned, we cannot be certain that their results will support our product candidate claims. Success in preclinical testing and early clinical trials does not ensure that later clinical trials will be successful, and we cannot be sure that the results of later clinical trials will replicate the results of prior clinical trials and preclinical testing. The clinical trial process may fail to demonstrate that our product candidates are safe for humans and effective for indicated uses. This failure would cause us to abandon a product candidate and may delay development of other product candidates. Any delay in, or termination of, our clinical trials will delay our ability to commercialize our product candidates and generate product revenues. In addition, our clinical trials involve a relatively small patient population. Because of the small sample size, the results of these clinical trials may not be indicative of future results. In addition, certain portions of the clinical trial and product testing for RI-002 were performed outside of the U.S., and therefore, may not have been performed in accordance with standards normally required by the FDA and other regulatory agencies.

***If we do not obtain the necessary U.S. or worldwide regulatory approvals to commercialize RI-002, we will not be able to sell RI-002.***

If we cannot obtain regulatory approval for RI-002, we will not be able to generate revenue from this product candidate. As a result, our sources of revenue may continue to be from a product mix consisting only of plasma collection and sales revenues, revenues generated from sales of our FDA-approved commercial products, revenues generated from ongoing contract manufacturing for third parties and revenues generated from the sales of manufacturing intermediates. We cannot assure you that we will receive the approvals necessary to commercialize RI-002 or any other product candidate we may acquire or develop in the future. In order to obtain FDA approval of RI-002 or any other product candidate requiring FDA approval, our clinical development must demonstrate that the product candidate is safe for humans and effective for its intended use, and we must successfully complete an FDA BLA review. Obtaining FDA approval of any other product candidate generally requires significant research and testing, referred to as preclinical studies, as well as human tests, referred to as clinical trials. Satisfaction of the FDA's regulatory requirements typically takes many years, depends upon the type, complexity and novelty of the product candidate and requires substantial resources for research, development and testing. We cannot predict whether our research and clinical approaches will result in products that the FDA considers safe for humans and effective for indicated uses. The FDA has substantial discretion in the product approval process and may require us to conduct additional preclinical and clinical testing or to perform post-marketing studies. The approval process may also be delayed by changes in government regulation, future legislation or administrative action or changes in FDA policy that occur prior to or during our regulatory review. Delays in obtaining regulatory approvals may:

- delay commercialization of, and our ability to derive product revenues from, our product candidate;
- impose costly procedures on us; and
- diminish any competitive advantages that we may otherwise enjoy.

Even if we comply with all FDA requests, the FDA may ultimately reject our RI-002 BLA. In addition, the FDA could determine that we must test additional subjects and/or require that we conduct further studies with more subjects. We may never obtain regulatory approval for RI-002, or any other future potential product candidate or label expansion activity. Failure to obtain FDA approval of any of our product candidates will severely undermine our business by leaving us without the ability to generate additional accretive revenues. There is no guarantee that we will ever be able to develop or acquire other product candidates. In foreign jurisdictions, we must receive approval from the appropriate regulatory authorities before we can commercialize any products or product candidates outside the U.S. Foreign regulatory approval processes generally include all of the risks and uncertainties associated with the FDA approval procedures described above. We cannot assure you that we will receive the approvals necessary to commercialize any product candidate for sale outside the U.S.

***Even if we receive approval from the FDA to market RI-002 for PIDD, our ability to market RI-002 for alternative indications could be limited, unless additional clinical trials are conducted.***

The FDA strictly regulates marketing, labeling, advertising and promotion of prescription drugs. These regulations include standards and restrictions for direct-to-consumer advertising, industry-sponsored scientific and educational activities, promotional activities involving the Internet and off-label promotion. The FDA generally does not allow drugs to be promoted for “off-label” uses — that is, uses that are not described in the product’s labeling and that differ from those that were approved by the FDA. Generally, the FDA limits approved uses to those studied by a company in its clinical trials. In addition to the FDA approval required for new formulations, any new indication for an approved product also requires FDA approval. We have sought approval from the FDA to market RI-002 for the treatment of PIDD and, even if approved, we cannot be sure whether we will be able to obtain FDA approval for any desired future indications for RI-002.

While physicians in the U.S. may choose, and are generally permitted, to prescribe drugs for uses that are not described in the product’s labeling, and for uses that differ from those tested in clinical studies and approved by the regulatory authorities, our ability to promote our products is narrowly limited to those indications that are specifically approved by the FDA. “Off-label” uses are common across medical specialties and may constitute an appropriate treatment for some patients in varied circumstances. Regulatory authorities in the U.S. generally do not regulate the behavior of physicians in their choice of treatments. Regulatory authorities do, however, restrict communications by pharmaceutical companies on the subject of off-label use. Although recent court decisions suggest that certain off-label communications, such as truthful and non-misleading speech, may be protected under the First Amendment, the scope of any such protection is unclear, and there are still significant risks in this area as it is unclear how these court decisions will impact the FDA’s enforcement practices, and there is likely to be substantial disagreement and difference of opinion regarding whether any particular statement is truthful and not misleading. Moreover, while we intend to promote our products consistent with what we believe to be the approved indication for our drugs, the FDA may disagree. If the FDA determines that our promotional activities fail to comply with the FDA’s regulations or guidelines, we may be subject to warnings from, or enforcement action by, these authorities. In addition, our failure to follow FDA rules and guidelines related to promotion and advertising may cause the FDA to issue warning letters or untitled letters, bring an enforcement action against us, suspend or withdraw an approved product from the market, require a recall or institute fines or civil fines, or could result in disgorgement of money, operating restrictions, injunctions or criminal prosecution, any of which could harm our reputation and our business.

***We depend on third-party researchers, developers and vendors to develop, manufacture and test RI-002 and our other products, and such parties are, to some extent, outside of our control.***

We depend on independent investigators and collaborators, such as universities and medical institutions, contract laboratories, clinical research organizations, contract manufacturers and consultants to conduct our preclinical, clinical trials, CMC testing and other activities under agreements with us. These collaborators are not our employees and we cannot control the amount or timing of resources that they devote to our programs. These investigators may not assign as great a priority to our programs or pursue them as diligently as we would if we were undertaking such programs ourselves. If outside collaborators fail to devote sufficient time and resources to our product-development programs, or if their performance is substandard, the approval of our FDA application(s), if any, and our introduction of new products, if any, will be delayed. These collaborators may also have relationships with other commercial entities, some of whom may compete with us. If our collaborators assist our competitors at our expense, our competitive position would be harmed. Additionally, any change in the regulatory compliance status of any of our vendors may impede our ability to receive approval for our product candidates.

***Historically a single customer has accounted for a significant amount of our total revenue and, collectively with two other customers, represented 87% of our total revenue for the year ended December 31, 2018, and therefore the loss of any of these customers could have a material adverse effect on our business, results of operations and financial condition.***

Historically, a significant amount of our total revenue is attributable to a single customer, BPC. For the year ended December 31, 2018, BPC, McKesson Corporation and AmerisourceBergen represented 56%, 16% and 15%, respectively, of our total revenue.



The loss of any key customers or a material change in the revenue generated by any of these customers could potentially have a material adverse effect on our business, results of operations and financial condition. The initial term of our Amended and Restated Plasma Supply Agreement with BPC, pursuant to which we supplied BPC with normal source plasma, expired by its terms on December 31, 2018 and was not renewed. Factors that could influence our relationships with our customers include, among other things:

- our ability to sell our products at competitive prices;
- our ability to maintain features and quality standards for our products sufficient to meet the expectations of our customers; and
- our ability to produce and deliver a sufficient quantity of our products in a timely manner to meet our customers' requirements.

Additionally, an adverse change in the financial condition of BPC, McKesson Corporation or AmerisourceBergen could have a material adverse effect on our business and results of operations.

***Issues with product quality and compliance could have a material adverse effect upon our business, subject us to regulatory actions and cause a loss of customer confidence in us or our products.***

Our success depends upon the quality of our products. Quality management plays an essential role in meeting customer requirements, preventing defects, improving our products and services and assuring the safety and efficacy of our products. Our future success depends on our ability to maintain and continuously improve our quality management program. A quality or safety issue may result in adverse inspection reports, warning letters, product recalls or seizures, monetary sanctions, injunctions to halt manufacture and distribution of products, civil or criminal sanctions, costly litigation, refusal of a government to grant approvals and licenses, restrictions on operations or withdrawal of existing approvals and licenses. An inability to address a quality or safety issue by us or by a third-party vendor in an effective and timely manner may also cause negative publicity, a loss of customer confidence in us or our current or future products, which may result in the loss of sales and difficulty in successfully commercializing our current products and launching new products.

***If physicians, payers and patients do not accept and use our current products or our future product candidates, our ability to generate revenue from these products will be materially impaired.***

Even if the FDA approves a product made by ADMA Biologics, physicians, payers and patients may not accept and use it. Acceptance and use of our products will depend on a number of factors including:

- perceptions by members of the healthcare community, including physicians, about the safety and effectiveness of our products;
- cost-effectiveness of our products relative to competing products;
- availability of reimbursement for our products from government or other healthcare payers; and
- the effectiveness of marketing and distribution efforts by us and our licensees and distributors, if any.

The failure of our current and future products to find market acceptance would harm our business and could require us to seek additional financing or make such financing difficult to obtain on favorable terms, if at all.

***Industry and other market data used in our periodic reports filed with the SEC and our other materials, including those undertaken by us or our engaged consultants, may not prove to be representative of current and future market conditions or future results.***

Our periodic reports filed with the SEC and our other materials include statistical and other industry and market data that we obtained from industry publications and research, surveys and studies conducted by third parties and surveys and studies we commissioned regarding the market potential for our current products as well as RI-002. Although we believe that such information has been obtained from sources believed to be reliable, neither the sources of such data, nor we, can guarantee the accuracy or completeness of such information. While we believe these industry publications and third-party research, surveys and studies are reliable, we have not independently verified such data. With respect to the information from third-party consultants, the results of this data represent the independent consultants' own methodologies, assumptions, research, analysis, projections, estimates, composition of respondent pool, presentation of data and adjustments, each of which may ultimately prove to be incorrect, and cause actual results and market viability to differ materially from those presented in any such report or other materials. Readers should not place undue reliance on this information.

***Our long-term success may depend on our ability to supplement our existing product portfolio through new product development or the in-license or acquisition of other new products and product candidates, and if our business development efforts are not successful, our ability to achieve profitability may be adversely impacted.***

Our current product development portfolio consists primarily of RI-002 and label expansion activities for Nabi-HB and BIVIGAM. We have initiated small scale preclinical activities to potentially expand our current portfolio through new product development efforts or to in-license or acquire additional products and product candidates. If we are not successful in developing or acquiring additional products and product candidates, we will have to depend on our ability to raise capital for, and the successful development and commercialization of, RI-002, as well as the revenue we may generate from the sale of Nabi-HB, BIVIGAM, contract manufacturing, and intermediates and plasma attributable to the operations of ADMA Bio Centers, to support our operations.

***Our ADMA Bio Centers operations collect information from donors in the U.S. that subjects us to consumer and health privacy laws, which could create enforcement and litigation exposure if we fail to meet their requirements.***

Consumer privacy is highly protected by federal and state law. The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), and their respective implementing regulations, impose, among other things, obligations, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information held by covered entities and business associates. A “covered entity” is the primary type of HIPAA-regulated entity. Health plans/insurers, health care providers engaging in standard transactions (insurance/health plan claims and encounters, payment and remittance advice, claims status, eligibility, enrollment/disenrollment, referrals and authorizations, coordination of benefits and premium payments), and health care clearinghouses (switches that convert data between standard and non-standard data sets) are covered entities. A “business associate” provides services to covered entities (directly or as subcontractors to other business associates) involving arranging, creating, receiving, maintaining, or transmitting protected health information (“PHI”) on a covered entity’s behalf. In order to legally provide access to PHI to service providers, covered entities and business associates must enter into a “business associate agreement” (“BAA”) with the service provider PHI recipient. Among other things, HITECH made certain aspects of the HIPAA’s rules (notably the Security Rule) directly applicable to business associates – independent contractors or agents of covered entities that receive or obtain protected health information in connection with providing a service on behalf of a covered entity. HITECH also created four new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal court to enforce the federal HIPAA laws and seek attorney’s fees and costs associated with pursuing federal civil actions. The Department of Health and Human Services Office of Civil Rights (“OCR”) has increased its focus on compliance and continues to train state attorneys general for enforcement purposes. OCR has recently increased both its efforts to audit HIPAA compliance and its level of enforcement, with one recent penalty exceeding \$5 million.

While we are not a covered entity or business associate subject to HIPAA, even when HIPAA does not apply, according to the U.S. Federal Trade Commission (the “FTC”), failing to take appropriate steps to keep consumers’ personal information secure constitutes unfair acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C § 45(a). The FTC expects a company’s data security measures to be reasonable and appropriate in light of the sensitivity and volume of consumer information it holds, the size and complexity of its business, and the cost of available tools to improve security and reduce vulnerabilities. Medical data is considered sensitive data that merits stronger safeguards. The FTC’s guidance for appropriately securing consumers’ personal information is similar to what is required by the HIPAA Security Rule. In addition, states impose a variety of laws protecting consumer information, with certain sensitive information such as HIV/Sexually Transmitted Disease status subject to heightened standards. In addition, federal and state privacy, data security, and breach notification laws, rules and regulations, and other laws apply to the collection, use and security of personal information, including social security number, driver’s license numbers, government identifiers, credit card and financial account numbers. Some state privacy and security laws apply more broadly than HIPAA and associated regulations. For example, California recently enacted legislation – the California Consumer Privacy Act, or CCPA – which goes into effect January 1, 2020. The CCPA, among other things, creates new data privacy obligations for covered companies and provides new privacy rights to California residents, including the right to opt out of certain disclosures of their information. The CCPA also creates a private right of action with statutory damages for certain data breaches, thereby potentially increasing risks associated with a data breach. Legislators have stated that they intend to propose amendments to the CCPA before it goes into effect, and the California Attorney General will issue clarifying regulations. Although the law includes limited exceptions, including for certain information collected as part of clinical trials as specified in the law, it may regulate or impact our processing of personal information depending on the context. It remains unclear what, if any, modifications will be made to this legislation or how it will be interpreted. We could be subject to enforcement action and litigation exposure if we fail to adhere to these data privacy and security laws.



***We may not realize the strategic and financial benefits currently anticipated from the Biotest Transaction.***

We may not realize all of the strategic and financial benefits currently anticipated from the Biotest Transaction. For example, we may not realize the anticipated benefits of acquiring control of all aspects of RI-002 drug manufacturing, regulatory affairs and business operations. In addition, we may not be able to resolve the outstanding issues at the Boca Facility that resulted in the Warning Letter. As part of the remediation of the Warning Letter, in December 2016 BTBU temporarily suspended the production of BIVIGAM in order to focus on the completion of planned improvements to the manufacturing process. As a result, BIVIGAM was not available for sale or distribution throughout fiscal 2017. If we are unable to address the underlying concerns at the Boca Facility that resulted in the Warning Letter and the CRL in July 2016 that identified deficiencies and inspection issues related to certain of our third-party contract manufacturers, including BPC, and provide requested documentation of corrections for a number of these issues, we will not be able to apply for the PAS related to the manufacturing of BIVIGAM or reapply for FDA approval to market and sell RI-002, which could have a material adverse effect on us. Failure to resolve any outstanding issues or any administrative actions taken or changes made by the FDA toward our contract manufacturers, vendors or us could impact our ability to receive approval for RI-002, including the timing thereof, disrupt our business operations and the timing of our commercialization efforts and may have a material adverse effect on our financial condition and operating results. In April 2018, the FDA inspected the Boca Facility and in July 2018 our FDA status resulted improved from OAI to VAI and this inspection of the Boca Facility has been successfully closed-out as indicated on the FDA's website inspection database. Upon our receiving FDA compliance status, we responded to the RI-002 CRL through resubmitting the RI-002 BLA on September 28, 2018 and the FDA assigned a Prescription User Fee Act ("PDUFA") action due date of April 2, 2019. Upon approval of the RI-002 BLA by the FDA, we intend to commercialize RI-002. We cannot provide any assurances or predict with certainty the schedule for when we will, if at all, receive approval from the FDA for the RI-002 BLA.

Through the Biotest Transaction, we assumed a contract manufacturing agreement related to the fractionation of plasma provided by one of our third-party customers that includes certain minimum production requirements. If we are unable to meet our contractual obligations under this agreement, we may be liable for the payment of liquidated damages. If we are unable to resolve these issues, such failure could have a material adverse effect on us.

There is also uncertainty as to whether the combined business will be able to operate at a profitable level in the future given the relatively small size of the Biotest Assets and the competitive environment in which we operate. Furthermore, there is no assurance and no definitive timeline as to when or if the Warning Letter will be resolved by the FDA, or when the FDA will inspect our operations. These factors could have a material adverse effect on us.

***We may not be successful in integrating the Biotest Assets into our business.***

The Biotest Transaction involves the integration of two businesses that previously have operated independently with principal offices in two distinct locations. We are expending significant management attention and resources to integrate the two companies following completion of the Biotest Transaction. The failure to integrate successfully and to manage successfully the challenges presented by the integration process may result in the combined company's failure to achieve some or all of the anticipated benefits of the Biotest Transaction.

Potential difficulties that may be encountered in the integration process include, but are not limited to, the following:

- using our cash and other assets efficiently to develop the business on a post-Biotest Transaction basis;
- appropriately managing the liabilities of our Company on a post-Biotest Transaction basis;
- potential unknown or currently unquantifiable liabilities associated with the Biotest Transaction and the operations of our Company on a post-Biotest Transaction basis;
- potential unknown and unforeseen expenses, delays or regulatory conditions associated with the Biotest Transaction; and
- performance shortfalls in one or both of the businesses as a result of the diversion of the applicable management's attention caused by completing the Biotest Transaction and integrating the business.

Delays in the integration process could adversely affect the combined company's business, financial results, financial condition and stock price following the Biotest Transaction. Even if the combined company were able to integrate the business operations successfully, there can be no assurance that this integration will result in the realization of the full benefits of synergies, innovation and operational efficiencies that may be possible from this integration or that these benefits will be achieved within a reasonable period of time.

***By completing the Biotest Transaction, we were required to transfer assets that have historically generated substantially all of our revenue.***

As part of the consideration paid to acquire the Biotest Assets, we were required to transfer to BPC ownership of two of our licensed plasma collection facilities in the U.S. and certain related assets and liabilities. These plasma collection facilities, which were transferred on January 1, 2019, have historically been the source of substantially all of our revenue. Although we have completed construction of, and received FDA approval for our plasma collection facility in Kennesaw, GA, there can be no assurances that we will generate similar revenues as historically reported from the plasma collection facilities we transferred to BPC on January 1, 2019.

***The Biotest Transaction exposes us to liabilities, a release of claims and competition that could have a material adverse effect on our business, financial condition, results of operations and stock price.***

As part of the consideration for the Biotest Transaction, we agreed to assume certain liabilities of BPC related to BTBU. Because we agreed to assume liabilities related to the Biotest Assets, we are exposed to liabilities that are not within our control and we cannot predict the extent to which these liabilities may arise in the future. Any liabilities that may arise could have a material adverse effect on our business, financial condition, results of operations and stock price.

The Purchase Agreement contains indemnification undertakings by the parties thereto for certain losses, including, among other things, indemnification for any losses arising from breaches of its representations, warranties, covenants and agreements in the Purchase Agreement. In connection with the Biotest Transfer Agreement, we granted a full release to Biotest from any and all past, present or future indemnification claims arising under or in connection with the Purchase Agreement. Significant indemnification claims by BPC or its affiliates or breaches by BPC or its affiliates of any indemnity obligations which would have been owed to us under the Purchase Agreement prior to the release granted in the Biotest Transfer Agreement could have a material adverse effect on our business, financial condition, results of operations and stock price.

As part of the consideration for the Biotest Transaction, the parties also agreed to a mutual release, pursuant to which the parties agreed not to bring any suit, action or claim for any breach or default under the existing manufacturing and supply agreement or master services agreement prior to the closing of the Biotest Transaction. This release remains effective from and after the closing of the Biotest Transaction. Without this release, we would have otherwise been permitted to bring a claim against BPC related to the Warning Letter that could have possibly entitled us to remedies in the event that we are unable to resolve the Warning Letter. The inability to seek these remedies could have a material adverse effect on our business, financial condition, results of operations and stock price.

In addition, while the Purchase Agreement contains certain non-compete clauses, such clauses do not prohibit either the Biotest Guarantors (as defined therein) or their other affiliates from directly or indirectly (other than through BPC) competing with BTBU after the closing of the Biotest Transaction. Such competition could result in the loss of existing or new customers, price reductions, reduced operating margins and loss of market share, which could have a material adverse effect on our business, financial condition, results of operations and stock price.

***If our due diligence investigation for the Biotest Transaction was inadequate and/or the representations, warranties and indemnification given to us by BPC was inadequate, then it could result in a material adverse effect on our business.***

Even though we believe that we conducted a reasonable and customary due diligence investigation of BTBU and we received market representations, warranties and indemnities from Biotest and BPC, we cannot be sure that our due diligence investigation uncovered all material or non-material issues that may be present. There also can be no assurances that we received access to or had the ability to diligence certain information, as well as appropriate representations and or warranties, that it would be possible to uncover all material issues through customary due diligence, or that issues outside of our control will not later arise or that all material issues which are or could have been discovered would otherwise be covered by the representations and warranties of Biotest and BPC and therefore indemnifiable. In connection with the Biotest Transfer Agreement, we granted a full release to Biotest from any and all past, present or future indemnification claims arising under or in connection with the Master Purchase Agreement. If we failed to identify any important issues, or if it were not possible to uncover all material issues, any such material issue could result in a material adverse effect on our business, financial condition, results of operations and stock price.

***Our Credit Agreement and Guaranty (the “Credit Agreement”) with our secured lender, Perceptive Credit Holdings II, LP (“Perceptive”) is subject to acceleration in specified circumstances, which may result in Perceptive taking possession and disposing of any collateral.***

On February 11, 2019, we entered into the Credit Agreement with Perceptive which provides for a senior secured term loan facility in an aggregate amount of up to \$72.5 million (collectively, the “Credit Facility”), comprised of (i) a term loan in the principal amount of \$45.0 million (the “Initial Term Loan”), (ii) an additional term loan to be made in the maximum principal amount not to exceed \$27.5 million, but no less than \$10.0 million (the “Additional Term Loan” and, together with the Initial Term Loan, the “Loans”), which Additional Term Loan availability is subject to the satisfaction of certain conditions. The Loans each have a maturity date of March 1, 2022, subject to acceleration pursuant to the Credit Agreement, including upon an Event of Default (as defined in the Credit Agreement). The Loans are secured by substantially all of our assets, including our intellectual property. Events of Default include, among others, non-payment of principal, interest, or fees, violation of covenants, inaccuracy of representations and warranties, bankruptcy and insolvency events, material judgments, cross-defaults to material contracts and events constituting a change of control. In addition to an increase in the rate of interest on the Loans of 4% per annum, the occurrence of an Event of Default could result in, among other things, the termination of commitments under the Credit Facility, the declaration that all outstanding Loans are immediately due and payable in whole or in part, and Perceptive taking immediate possession of, and selling, any collateral securing the Loans.

***Developments by competitors may render our products or technologies obsolete or non-competitive.***

The biotechnology and pharmaceutical industries are intensely competitive and subject to rapid and significant technological change. Our current products, RI-002 (if we obtain regulatory approval) and any future product we may develop will have to compete with other marketed therapies. In addition, other companies may pursue the development of pharmaceuticals that target the same diseases and conditions that we are targeting. We face competition from pharmaceutical and biotechnology companies in the U.S. and abroad. In addition, companies pursuing different but related fields represent substantial competition. Many of these organizations competing with us have substantially greater financial resources, larger research and development staffs and facilities, longer product development history in obtaining regulatory approvals and greater manufacturing and marketing capabilities than we do. These organizations also compete with us to attract qualified personnel and parties for acquisitions, joint ventures or other collaborations.

***If we are unable to protect our patents, trade secrets or other proprietary rights, if our patents are challenged or if our provisional patent applications do not get approved, our competitiveness and business prospects may be materially damaged.***

As we move forward in clinical development we are also uncovering novel aspects of our product and are drafting patents to cover our inventions. We rely on a combination of patent rights, trade secrets and nondisclosure and non-competition agreements to protect our proprietary intellectual property, and we will continue to do so. There can be no assurance that our patent, trade secret policies and practices or other agreements will adequately protect our intellectual property. Our issued patents may be challenged, found to be over-broad or otherwise invalidated in subsequent proceedings before courts or the USPTO. Even if enforceable, we cannot provide any assurances that they will provide significant protection from competition. The processes, systems, and/or security measures we use to preserve the integrity and confidentiality of our data and trade secrets may be breached, and we may not have adequate remedies as a result of any such breaches. In addition, our trade secrets may otherwise become known or be independently discovered by competitors. There can be no assurance that the confidentiality, nondisclosure and non-competition agreements with employees, consultants and other parties with access to our proprietary information to protect our trade secrets, proprietary technology, processes and other proprietary rights, or any other security measures relating to such trade secrets, proprietary technology, processes and proprietary rights, will be adequate, will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or proprietary knowledge. To the extent that our consultants, contractors or collaborators use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions.

***We could lose market exclusivity of a product earlier than expected.***

In the pharmaceutical and biotechnology industries, the majority of an innovative product's commercial value is realized during its market exclusivity period. In the U.S. and in some other countries, when market exclusivity expires and generic versions are approved and marketed or when biosimilars are introduced (even if only for a competing product), there are usually very substantial and rapid declines in a product's revenues.

Market exclusivity for our products is based upon patent rights and certain regulatory forms of exclusivity. The scope of our patent rights may vary from country to country and may also be dependent on the availability of meaningful legal remedies in a country. The failure to obtain patent and other intellectual property rights, or limitations on the use or loss of such rights, could be material to us. In some countries, basic patent protections for our products may not exist because certain countries did not historically offer the right to obtain specific types of patents and/or we (or our licensors) did not file in those markets. In addition, the patent environment can be unpredictable and the validity and enforceability of patents cannot be predicted with certainty. Absent relevant patent protection for a product, once the data exclusivity period expires, generic versions can be approved and marketed.

Patent rights covering RI-002 may become subject to patent litigation. In some cases, manufacturers may seek regulatory approval by submitting their own clinical trial data to obtain marketing approval or choose to launch a generic product "at risk" before the expiration of our patent rights/or before the final resolution of related patent litigation. Enforcement of claims in patent litigation can be very costly and no assurance can be given that we will prevail. There is no assurance that RI-002, or any other of our products for which we are issued a patent, will enjoy market exclusivity for the full time period of the respective patent.

***Third parties could obtain patents that may require us to negotiate licenses to conduct our business, and there can be no assurance that the required licenses would be available on reasonable terms or at all.***

We may not be able to operate our business without infringing third-party patents. Numerous U.S. and foreign patents and pending patent applications owned by third parties exist in fields that relate to the development and commercialization of immune globulins. In addition, many companies have employed intellectual property litigation as a way to gain a competitive advantage. It is possible that infringement claims may occur as the number of products and competitors in our market increases. In addition, to the extent that we gain greater visibility and market exposure as a public company, we face a greater risk of being the subject of intellectual property infringement claims. We cannot be certain that the conduct of our business does not and will not infringe intellectual property or other proprietary rights of others in the U.S. and in foreign jurisdictions. If our products, methods, processes and other technologies are found to infringe third-party patent rights, we could be prohibited from manufacturing and commercializing the infringing technology, process or product unless we obtain a license under the applicable third-party patent and pay royalties or are able to design around such patent. We may be unable to obtain a license on terms acceptable to us, or at all, and we may not be able to redesign our products or processes to avoid infringement. Even if we are able to redesign our products or processes to avoid an infringement claim, our efforts to design around the patent could require significant time, effort and expense and ultimately may lead to an inferior or more costly product and/or process. Any claim of infringement by a third party, even those without merit, could cause us to incur substantial costs defending against the claim and could distract our management from our business. Furthermore, if any such claim is successful, a court could order us to pay substantial damages, including compensatory damages for any infringement, plus prejudgment interest and could, in certain circumstances, treble the compensatory damages and award attorney fees. These damages could be substantial and could harm our reputation, business, financial condition and operating results. A court also could enter orders that temporarily, preliminarily or permanently prohibit us, our licensees, if any, and our customers from making, using, selling, offering to sell or importing one or more of our products or practicing our proprietary technologies or processes, or could enter an order mandating that we undertake certain remedial activities. Any of these events could seriously harm our business, operating results and financial condition.

***If we are unable to successfully manage our growth, our business may be harmed.***

Our success will depend on the expansion of our commercial and manufacturing activities, supply of plasma and overall operations and the effective management of our growth, which will place a significant strain on our management and on our administrative, operational and financial resources. To manage this growth, we must expand our facilities, augment our operational, financial and management systems and hire and train additional qualified personnel. If we are unable to manage our growth effectively, our business could be harmed.

***The loss of one or more key members of our management team could adversely affect our business.***

Our performance is substantially dependent on the continued service and performance of our management team, who have extensive experience and specialized expertise in our business. In particular, the loss of Adam S. Grossman, our President and Chief Executive Officer, could adversely affect our business and operating results. We do not have "key person" life insurance policies for any members of our management team. We have employment agreements with each of our executive officers; however, the existence of an employment agreement does not guarantee retention of members of our management team and we may not be able to retain those individuals for the duration of or beyond the end of their respective terms. The loss of services of key personnel, or the inability to attract and retain additional qualified personnel, could result in delays in development or approval of our product candidates and diversion of management resources.

***Cyberattacks and other security breaches could compromise our proprietary and confidential information, which could harm our business and reputation.***

In the ordinary course of our business, we generate, collect and store proprietary information, including intellectual property and business information. The secure storage, maintenance, and transmission of and access to this information is important to our operations and reputation. Computer hackers may attempt to penetrate our computer systems and, if successful, misappropriate our proprietary and confidential information including e-mails and other electronic communications. In addition, an employee, contractor, or other third party with whom we do business may attempt to obtain such information, and may purposefully or inadvertently cause a breach involving such information. While we have certain safeguards in place to reduce the risk of and detect cyber-attacks, including a company-wide cybersecurity policy, our information technology networks and infrastructure may be vulnerable to unpermitted access by hackers or other breaches, or employee error or malfeasance. Any such compromise of our data security and access to, or public disclosure or loss of, confidential business or proprietary information could disrupt our operations, damage our reputation, provide our competitors with valuable information and subject us to additional costs, which could adversely affect our business.

***If we are unable to hire additional qualified personnel, our ability to grow our business may be harmed.***

We will need to hire additional qualified personnel with expertise in commercialization, sales, marketing, medical affairs, reimbursement, government regulation, formulation and manufacturing and finance and accounting. In particular, over the next 12-24 months, we expect to hire several new employees devoted to commercialization, sales, marketing, medical and scientific affairs, regulatory affairs, quality control, financial, general and operational management. We compete for qualified individuals with numerous biopharmaceutical companies, universities and other research institutions. Competition for such individuals is intense, and we cannot assure you that our search for such personnel will be successful. Attracting and retaining qualified personnel will be critical to our success and any failure to do so successfully may have a material adverse effect on us.

***We currently collect human blood plasma at our ADMA Bio Centers facility, and if we cannot maintain FDA approval for this facility or obtain FDA approval for additional facilities which we create or acquire rights to, we may be adversely affected and may not be able to sell or use this human blood plasma for future commercial purposes.***

We intend to maintain FDA approval of our ADMA Bio Centers collection facility in Kennesaw, GA for the collection of human blood plasma and we may seek other governmental and regulatory approvals for this facility. We also plan to grow through the creation and licensing of additional ADMA Bio Centers facilities in various regions of the U.S. Collection facilities are subject to FDA and potentially other governmental and regulatory inspections and extensive regulation, including compliance with current cGMP, FDA and other government approvals, as applicable. Failure to comply with applicable governmental regulations or to receive applicable approvals for our future facilities may result in enforcement actions, such as adverse inspection reports, warning letters, product recalls or seizures, monetary sanctions, injunctions to halt manufacture and distribution of products, civil or criminal sanctions, costly litigation, refusal of regulatory authority approvals and licenses, restrictions on operations or withdrawal of existing approvals and licenses, any of which may significantly delay or suspend our operations for these locations, potentially having a materially adverse effect on our ability to manufacture our products or offer for sale plasma collected at the affected site(s).

***We currently manufacture our current marketed products, pipeline products, and products for third parties in our manufacturing and testing facilities, and if we or our vendors cannot maintain appropriate FDA status for these facilities, we may be adversely affected, and may not be able to sell, manufacture or commercialize these products.***

We currently operate under the Warning Letter due to issues identified by the FDA in their prior inspections while the Boca Facility was under Biotest's operational control. We engaged a leading consulting firm with extensive experience in remediating compliance and inspection issues related to quality management systems and which manages a robust team of subject matter experts in plasma derived products and biologic drugs to assist us in addressing all identified CMC and cGMP issues and deficiencies. We continue to work with the FDA to resolve the Warning Letter classification. Although we have improved our compliance status at the Boca Facility, there are no assurances we will be able to maintain compliance with all FDA or other regulations. Our third party vendors may perform activities for themselves or other clients and we may not be privy to all regulatory findings or issues discovered by the FDA or other regulatory agencies. Such findings, which are out of our control, may adversely affect our ability to continue to work with these vendors, or our ability to release commercial drug product or perform necessary testing or other actions for us or our clients, which may be required in order to remain FDA compliant or commercialize our products.

***We may incur substantial liabilities and may be required to limit commercialization of our products in response to product liability lawsuits.***

The testing and marketing of medical products entail an inherent risk of product liability. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our products. Our inability to obtain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of pharmaceutical products we develop, either alone or with collaborators.



***Many of our business practices are subject to scrutiny by federal and state regulatory authorities, as well as to lawsuits brought by private citizens under federal and state laws. Failure to comply with applicable law or an adverse decision in lawsuits may result in adverse consequences to us.***

The laws governing our conduct in the U.S. are enforceable on the federal and state levels by criminal, civil and administrative penalties. Violations of laws such as the Federal Food, Drug, and Cosmetic Act, the Social Security Act (including the Anti-Kickback Law), the Public Health Service Act and the Federal False Claims Act, and any regulations promulgated under the authority of the preceding, may result in jail sentences, fines or exclusion from federal and state programs, as may be determined by Medicare, Medicaid and the Department of Health and Human Services and other regulatory authorities as well as by the courts. Similarly, the violation of applicable laws, rules and regulations of the State of Florida with respect to the manufacture of our products and product candidates may result in jail sentences, fines or exclusion from applicable state programs. There can be no assurance that our activities will not come under the scrutiny of federal and/or state regulators and other government authorities or that our practices will not be found to violate applicable laws, rules and regulations or prompt lawsuits by private citizen "relators" under federal or state false claims laws.

For example, under the Anti-Kickback Law and similar state laws and regulations, the offer or payment of anything of value for patient referrals, or in return for purchasing, leasing, ordering or arranging for or recommending the purchase, lease, or ordering of any time or service reimbursable in whole or in part by a federal health care program is prohibited. This places constraints on the marketing and promotion of products and on common business arrangements, such as discounted terms and volume incentives for customers in a position to recommend or choose products for patients, such as physicians and hospitals, and these practices can result in substantial legal penalties, including, among others, exclusion from the Medicare and Medicaid programs. Arrangements with referral sources such as purchasers, group purchasing organizations, physicians and pharmacists must be structured with care to comply with applicable requirements. Legislators and regulators may seek to further restrict the scope of financial relationships that are considered appropriate. For example HHS issued a proposed rule in February 2019, which aims to eliminate certain Anti-Kickback Statute safe harbor protection for drug rebates. Also, certain business practices, such as payments of consulting fees to healthcare providers, sponsorship of educational or research grants, charitable donations, interactions with healthcare providers that prescribe products for uses not approved by the FDA and financial support for continuing medical education programs, must be conducted within narrowly prescribed and controlled limits to avoid any possibility of wrongfully influencing healthcare providers to prescribe or purchase particular products or as a reward for past prescribing. Under the Patient Protection and Affordable Care Act ("ACA") and the companion Health Care and Education Reconciliation Act, which together are referred to as the "Healthcare Reform Law", payments and transfers of value by pharmaceutical manufacturers subject to this "Sunshine Act" and its implementing regulations to U.S. -licensed physicians and teaching hospitals, must be tracked and reported, and will be publicly disclosed. Such "applicable manufacturers" are also required to report certain ownership interests held by physicians and their immediate family members. In 2018 the Sunshine Act was extended to require tracking and reporting of payments and transfers of value to physician assistants, nurse practitioners, and other mid-level practitioners (with reporting requirements going into effect in 2022 for payments and transfers of value made in 2021). A number of states have similar laws in place. Additional and stricter prohibitions could be implemented by federal and state authorities. Where such practices have been found to be improper incentives to use such products, government investigations and assessments of penalties against manufacturers have resulted in substantial damages and fines. Many manufacturers have been required to enter into consent decrees or orders that prescribe allowable corporate conduct.

Failure to satisfy requirements under the Federal Food, Drug, and Cosmetic Act can also result in penalties, as well as requirements to enter into consent decrees or orders that prescribe allowable corporate conduct. In addition, while regulatory authorities generally do not regulate physicians' discretion in their choice of treatments for their patients, they do restrict communications by manufacturers on unapproved uses of approved products or on the potential safety and efficacy of unapproved products in development. Companies in the U.S., Canada and the European Union cannot promote approved products for other indications that are not specifically approved by the competent regulatory authorities such as the FDA in the U.S., nor can companies promote unapproved products. In limited circumstances, companies may disseminate to physicians information regarding unapproved uses of approved products or results of studies involving investigational products. If such activities fail to comply with applicable regulations and guidelines of the various regulatory authorities, we may be subject to warnings from, or enforcement action by, these authorities. Furthermore, if such activities are prohibited, it may harm demand for our products. Promotion of unapproved drugs or devices or unapproved indications for a drug or device is a violation of the Federal Food, Drug, and Cosmetic Act and subjects us to civil and criminal sanctions. Furthermore, sanctions under the Federal False Claims Act have recently been brought against companies accused of promoting off-label uses of drugs, because such promotion induces the use and subsequent claims for reimbursement under Medicare and other federal programs. Similar actions for off-label promotion have been initiated by several states for Medicaid fraud. The Healthcare Reform Law significantly strengthened provisions of the Federal False Claims Act, the Anti-Kickback Law that applies to Medicare and Medicaid, and other health care fraud provisions, leading to the possibility of greatly increased qui tam suits by relators for perceived violations. Violations or allegations of violations of the foregoing restrictions could materially and adversely affect our business.

We are required to report detailed pricing information, net of included discounts, rebates and other concessions, to the Centers for Medicare & Medicaid Services (“CMS”) for the purpose of calculating national reimbursement levels, certain federal prices and certain federal and state rebate obligations. Inaccurate or incomplete reporting of pricing information could result in liability under the False Claims Act, the federal Anti-Kickback Law and various other laws, rules and regulations.

We will need to establish systems for collecting and reporting this data accurately to CMS and institute a compliance program to assure that the information collected is complete in all respects. If we report pricing information that is not accurate to the federal government, we could be subject to fines and other sanctions that could adversely affect our business. If we choose to pursue clinical development and commercialization in the European Union or otherwise market and sell our products outside of the U.S., we must obtain and maintain regulatory approvals and comply with regulatory requirements in such jurisdictions. The approval procedures vary among countries in complexity and timing. We may not obtain approvals from regulatory authorities outside the U.S. on a timely basis, if at all, which would preclude us from commercializing products in those markets.

In addition, some countries, particularly the countries of the European Union, regulate the pricing of prescription pharmaceuticals. In these countries, pricing discussions with governmental authorities can take considerable time after the receipt of marketing approval for a product. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidate to other available therapies. Such trials may be time-consuming and expensive, and may not show an advantage in efficacy for our products. If reimbursement of our products is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, in either the U.S. or the European Union, we could be adversely affected.

Also, under the U.S. Foreign Corrupt Practices Act, the U.S. has increasingly focused on regulating the conduct by U.S. businesses occurring outside of the U.S., generally prohibiting remuneration to foreign officials for the purpose of obtaining or retaining business. To enhance compliance with applicable health care laws, and mitigate potential liability in the event of noncompliance, regulatory authorities such as the U.S. Health and Human Services Department Office of Inspector General (the “OIG”) have recommended the adoption and implementation of a comprehensive health care compliance program that generally contains the elements of an effective compliance and ethics program described in Section 8B2.1 of the U.S. Sentencing Commission Guidelines Manual. Increasing numbers of U.S.-based pharmaceutical companies have such programs. In the future, we may need to adopt healthcare compliance and ethics programs that would incorporate the OIG's recommendations, and train our applicable employees in such compliance. Such a program may be expensive and may not assure that we will avoid compliance issues.

We are also required to comply with the applicable laws, rules, regulations and permit requirements of the various states in which our business operates, including the State of Florida where our manufacturing facility is located. These regulations and permit requirements are not always in concert with applicable federal laws, rules and regulations regulating our business. Although compliant with applicable federal requirements, we may be required to comply with additional state laws, rules, regulations and permits. Failure to appropriately comply with such state requirements could result in temporary or long-term cessation of our manufacturing operations, as well as fines and other sanctions. Any such penalties may have a material adverse effect on our business and results of operations.



***We are subject to extensive and rigorous governmental regulation, including the requirement of FDA and other federal, state and local business regulatory approval before our products and product candidates may be lawfully marketed, and our ability to obtain regulatory approval of our products and product candidates from the FDA in a timely manner, access the public markets and obtain necessary capital in order to properly capitalize and continue our operations may be hindered by inadequate funding for the FDA, the SEC and other state and local government agencies.***

Both before and after the approval of our products, our operations, our facilities, our suppliers and our contract research organizations are subject to extensive regulation by federal, state and local governmental authorities in the U.S. and other countries, with regulations differing from country to country. In the U.S., the FDA regulates, among other things, the pre-clinical testing, clinical trials, manufacturing, safety, efficacy, potency, labeling, storage, record keeping, quality systems, advertising, promotion, sale and distribution of therapeutic products. Failure to comply with applicable requirements could result in, among other things, one or more of the following actions: notices of violation, untitled letters, warning letters, complete response letters, fines and other monetary penalties, unanticipated expenditures, delays in approval or refusal to approve a product or product candidate, product recall or seizure, interruption of manufacturing or clinical trials, operating restrictions, injunctions and criminal prosecution. Our products and product candidates cannot be lawfully marketed in the U.S. without FDA and other federal, state and local business regulatory approval. Any failure to receive the marketing approvals necessary to commercialize our product or product candidates could harm our business.

The regulatory review and approval process of governmental authorities is lengthy, expensive and uncertain. For example, in December 2016, BPC, the owner of BIVIGAM prior to the Biotest Transaction in June 2017, temporarily suspended the commercial production of BIVIGAM in order to focus on the completion of planned improvements to the manufacturing process. We resumed production of BIVIGAM utilizing our optimized IVIG manufacturing process with two conformance lots in the fourth quarter of 2017 and a third conformance lot in the first quarter of 2018. During the first half of 2018, we qualified and filled the BIVIGAM conformance batches and the product is on stability. During the second half of 2018, we filed a drug substance PAS with the FDA for BIVIGAM to include the ADMA optimization improvements for BIVIGAM and to seek FDA authorization which would enable us to resume commercial scale manufacturing and relaunch and commercialize this product. On December 19, 2018, we received the BIVIGAM CRL for our PAS submission for BIVIGAM drug substance. The BIVIGAM CRL requested certain additional information and clarifications relating to CMC matters contained in our PAS submission for drug substance, including complete resolution of certain manufacturing related deviations, information pertaining to how certain in-process manufacturing samples are taken, as well as updates on certain stability data previously submitted. As the information we believed necessary to address and respond to the matters raised in the BIVIGAM CRL was readily available in our files, on January 7, 2019 we announced that our responses to the BIVIGAM CRL were submitted to the FDA for further review. Subsequent to the January 7, 2019 resubmission to the FDA, we received an information request for a limited number of questions. We believe that all requests contained in the recently received FDA information request were addressable and we have responded to the FDA. To date, we have not received a formal BIVIGAM CRL resubmission acknowledgment and we have not received formal clarity on the FDA's intended review timing. We can confirm that the FDA is actively reviewing our BIVIGAM CRL resubmission and information request responses, however we cannot provide any assurance or predict with certainty the schedule for when we will, if at all, receive authorization from the FDA with respect to our PAS for BIVIGAM.

Additionally, the ability of the FDA and other federal, state and local business regulatory agencies to review and approve products and product candidates can be affected by a variety of factors, including government budget and funding levels, ability to hire and retain key personnel and accept the payment of user fees, and statutory, regulatory, and policy changes. Average review times at the FDA and other federal, state and local business regulatory agencies have fluctuated in recent years as a result. In addition, government funding of the SEC and other government agencies on which our operations may rely, including those that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable. Disruptions at the FDA and other agencies may also slow the time necessary for products and product candidate submissions to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, including in December 2018 and January 2019, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA and SEC, have had to furlough critical employees and stop critical activities. If a prolonged government shutdown reoccurs, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions and other reporting requirements, including our drug substance PAS for BIVIGAM, which could have a material adverse effect on our business. Further, future government shutdowns could impact our ability to access the public markets and obtain necessary capital in order to properly capitalize and continue our operations.

***The manufacturing processes for plasma-based biologics are complex and involve biological intermediates that are susceptible to contamination and impurities.***

Plasma is a raw material that is susceptible to damage and contamination and may contain human pathogens, any of which would render the plasma unsuitable as raw material for further manufacturing. For instance, improper storage of plasma, by us or third-party suppliers, may require us to destroy some of our raw material. If unsuitable plasma is not identified and discarded prior to the release of the plasma to the manufacturing process, it may be necessary to discard intermediate or finished product made from that plasma or to recall any finished product released to the market, resulting in a charge to cost of product revenue. The manufacture of our plasma products is an extremely complex process of fractionation, purification, filling and finishing. Our products can become non-releasable or otherwise fail to meet our stringent specifications or regulatory agencies' specifications through a failure in one or more of these process steps. We may detect instances in which an unreleased product was produced without adherence to our manufacturing procedures or plasma used in our production process was not collected or stored in a compliant manner consistent with our cGMP or other regulations. Such an event of noncompliance would likely result in our determination that the implicated products should not be released or maybe replaced or withdrawn from the market and therefore should be destroyed. Once manufactured, our plasma-derived products must be handled carefully and kept at appropriate temperatures. Our failure, or the failure of third parties that supply, ship or distribute our products, to properly care for our products may require that those products be destroyed. Even if handled properly, biologics may form or contain particulates or have other issues or problems after storage which may require products to be destroyed or recalled. While we expect to write off small amounts of work-in-progress in the ordinary course of business due to the complex nature of plasma, our processes and our products, unanticipated events may lead to write-offs and other costs materially in excess of our expectations and the reserves we have established for these purposes. Such write-offs and other costs could cause material fluctuations in our results of operations.

Furthermore, contamination of our products could cause investors, consumers, or other third parties with whom we conduct business to lose confidence in the reliability of our manufacturing procedures, which could adversely affect our revenues. In addition, faulty or contaminated products that are unknowingly distributed could result in patient harm, threaten the reputation of our products and expose us to product liability damages and claims from companies for whom we do contract manufacturing.

***Our ability to continue to produce safe and effective products depends on the safety of our plasma supply, testing by third parties and manufacturing processes against transmittable diseases.***

Despite overlapping safeguards, including the screening of donors and other steps to remove or inactivate viruses and other infectious disease causing agents, the risk of transmissible disease through blood plasma products cannot be entirely eliminated. For example, since plasma-derived therapeutics involves the use and purification of human plasma, there has been concern raised about the risk of transmitting human immunodeficiency virus ("HIV"), prions, West Nile virus, H1N1 virus or "swine flu" and other blood-borne pathogens through plasma-derived products. There are also concerns about the future transmission of H5N1 virus, or "bird flu." In the 1980s, thousands of hemophiliacs worldwide were infected with HIV through the use of contaminated Factor VIII. Other producers of Factor VIII, though not us, were defendants in numerous lawsuits resulting from these infections. New infectious diseases emerge in the human population from time to time. If a new infectious disease has a period during which time the causative agent is present in the bloodstream but symptoms are not present, it is possible that plasma donations could be contaminated by that infectious agent. Typically, early in an outbreak of a new disease, tests for the causative agent do not exist. During this early phase, we must rely on screening of donors for behavioral risk factors or physical symptoms to reduce the risk of plasma contamination. Screening methods are generally less sensitive and specific than a direct test as a means of identifying potentially contaminated plasma units. During the early phase of an outbreak of a new infectious disease, our ability to manufacture safe products would depend on the manufacturing process' capacity to inactivate or remove the infectious agent. To the extent that a product's manufacturing process is inadequate to inactivate or remove an infectious agent, our ability to manufacture and distribute that product would be impaired. If a new infectious disease were to emerge in the human population, the regulatory and public health authorities could impose precautions to limit the transmission of the disease that would impair our ability to procure plasma, manufacture our products or both. Such precautionary measures could be taken before there is conclusive medical or scientific evidence that a disease poses a risk for plasma-derived products. In recent years, new testing and viral inactivation methods have been developed that more effectively detect and inactivate infectious viruses in collected plasma. There can be no assurance, however, that such new testing and inactivation methods will adequately screen for, and inactivate, infectious agents in the plasma used in the production of our products.

***We could become supply-constrained and our financial performance would suffer if we cannot obtain adequate quantities of FDA-approved source plasma with proper specifications or other necessary raw materials.***

In order for plasma to be used in the manufacturing of our products, the individual centers at which the plasma is collected must be licensed by the FDA and approved by the regulatory authorities of any country in which we may wish to commercialize our products. When we open a new plasma center, and on an ongoing basis after licensure, it must be inspected by the FDA for compliance with cGMP and other regulatory requirements. An unsatisfactory inspection could prevent a new center from being licensed or risk the suspension or revocation of an existing license. We do not and will not have adequate plasma to manufacture our products. Therefore, we are reliant on the purchase of plasma from third parties to manufacture our products. We can give no assurances that appropriate plasma will be available to us on commercially reasonable terms, or at all, to manufacture our products. In order to maintain a plasma center's license, its operations must continue to conform to cGMP and other regulatory requirements. In the event that we determine that plasma was not collected in compliance with cGMP, we may be unable to use and may ultimately destroy plasma collected from that center, which would be recorded as a charge to cost of product revenue. Additionally, if non-compliance in the plasma collection process is identified after the impacted plasma has been pooled with compliant plasma from other sources, entire plasma pools, in-process intermediate materials and final products could be impacted. Consequently, we could experience significant inventory impairment provisions and write-offs which could adversely affect our business and financial results. We plan to increase our supplies of plasma for use in the manufacturing processes through increased purchases of plasma from third-party suppliers as well as collections from our existing ADMA Bio Centers plasma collection centers. This strategy is dependent upon our ability to maintain a cGMP compliant environment in both plasma centers and to expand production and attract donors to both centers. There is no assurance that the FDA will inspect and license our unlicensed plasma collection centers in a timely manner consistent with our production plans. If we misjudge the readiness of a center for an FDA inspection, we may lose credibility with the FDA and cause the FDA to more closely examine all of our operations. Such additional scrutiny could materially hamper our operations and our ability to increase plasma collections. Our ability to expand production and increase our plasma collection centers to more efficient production levels may be affected by changes in the economic environment and population in selected regions where ADMA Bio Centers operates its current or future plasma centers, by the entry of competitive plasma centers into regions where ADMA Bio Centers operates such centers, by misjudging the demographic potential of individual regions where ADMA Bio Centers expects to expand production and attract new donors, by unexpected facility related challenges, or by unexpected management challenges at selected plasma centers.

***Our ability to commercialize our products, alone or with collaborators, will depend in part upon the extent to which reimbursement will be available from governmental agencies, health administration authorities, private health maintenance organizations and health insurers and other healthcare payers, and also depends upon the approval, timing and representations by the FDA or other governmental authorities for our product candidates. As the FDA BLA review process is ongoing, we are subject to information requests and communications from the FDA on a routine basis and may not have clarity on any or all specific aspects of the approval timing, language, name, claims and any other future requirements that may be imposed by the FDA or other governmental agencies for marketing, authorization and ultimately financial reimbursement for patient utilization.***

Our ability to generate product revenues will be diminished if our products sell for inadequate prices or patients are unable to obtain adequate levels of coverage. Significant uncertainty exists as to the reimbursement status of newly approved healthcare products, as well as to the timing, language, specifications and other details pertaining to the approval of such products. Healthcare payers, including Medicare, are challenging the prices charged for medical products and services. Government and other healthcare payers increasingly attempt to contain healthcare costs by limiting both coverage and the level of reimbursement for products. Even if one of our product candidates is approved by the FDA, insurance coverage may not be available, and reimbursement levels may be inadequate, to cover such product. If government and other healthcare payers do not provide adequate coverage and reimbursement levels for one of our products, once approved, market acceptance of such product could be reduced. Prices in many countries, including many in Europe, are subject to local regulation and certain pharmaceutical products, such as plasma-derived products, are subject to price controls in several of the world's principal markets, including many countries within the European Union. In the U.S., where pricing levels for our products are substantially established by third-party payers, including Medicare, if payers reduce the amount of reimbursement for a product, it may cause groups or individuals dispensing the product to discontinue administration of the product, to administer lower doses, to substitute lower cost products or to seek additional price-related concessions. These actions could have a negative effect on our financial results, particularly in cases where our products command a premium price in the marketplace, or where changes in reimbursement induce a shift in the site of treatment. The existence of direct and indirect price controls and pressures over our products could materially adversely affect our financial prospects and performance.

***The new biosimilar pathway established as part of the healthcare reform may make it easier for competitors to market biosimilar products.***

The Healthcare Reform Law introduced an abbreviated licensure pathway for biological products that are demonstrated to be biosimilar to an FDA-licensed biological product. A biological product may be demonstrated to be “biosimilar” if data show that, among other things, the product is “highly similar” to an already-approved biological product, known as a reference product, and has no clinically meaningful differences in terms of safety and effectiveness from the reference product. The law provides that a biosimilar application may be submitted as soon as four years after the reference product is first licensed, and that the FDA may not make approval of an application effective until 12 years after the reference product was first licensed. Since the enactment of the law, the FDA has issued several guidance documents to assist sponsors of biosimilar products in preparing their approval applications. The FDA approved the first biosimilar product in 2015, and approved three biosimilar products in 2016. As a result of the biosimilar pathway in the U.S., we expect in the future to face greater competition from biosimilar products, including a possible increase in patent challenges.

***The implementation of the Healthcare Reform Law in the U.S. may adversely affect our business.***

Through the March 2010 adoption of the Healthcare Reform Law in the U.S., substantial changes are being made to the current system for paying for healthcare in the U.S., including programs to extend medical benefits to millions of individuals who currently lack insurance coverage. The changes contemplated by the Healthcare Reform Law are subject to rule-making and implementation timelines that extend for several years, and this uncertainty limits our ability to forecast changes that may occur in the future. However, implementation has already begun with respect to certain significant cost-saving measures under the Healthcare Reform Law, for example with respect to several government healthcare programs, including Medicaid and Medicare Parts B and D, that may cover the cost of our future products, and these efforts could have a material adverse impact on our future financial prospects and performance. For example, in order for a manufacturer's products to be reimbursed by federal funding under Medicaid, the manufacturer must enter into a Medicaid rebate agreement with the Secretary of the U.S. Department of Health and Human Services and pay certain rebates to the states based on utilization data provided by each state to the manufacturer and to CMS and pricing data provided by the manufacturer to the federal government. The states share these savings with the federal government, and sometimes implement their own additional supplemental rebate programs. Under the Medicaid drug rebate program, the rebate amount for most branded drug products was previously equal to a minimum of 15.1% of the Average Manufacturer Price (“AMP”) or the AMP less Best Price, whichever is greater. Effective January 1, 2010, the Healthcare Reform Law generally increased the size of the Medicaid rebates paid by manufacturers for single source and innovator multiple source (brand name) drug products from a minimum of 15.1% to a minimum of 23.1% of AMP, subject to certain exceptions. For non-innovator multiple source (generic) products, the rebate percentage is increased from a minimum of 11.0% to a minimum of 13.0% of AMP. In 2010, the Healthcare Reform Law also newly extended this rebate obligation to prescription drugs covered by Medicaid managed care organizations. These increases in required rebates may adversely affect our future financial prospects and performance. In order for a pharmaceutical product to receive federal reimbursement under the Medicare Part B and Medicaid programs or to be sold directly to U.S. government agencies, the manufacturer must extend discounts to entities eligible to participate in the 340B drug pricing program. The required 340B discount on a given product is calculated based on the AMP and Medicaid rebate amounts reported by the manufacturer. As the 340B drug pricing is determined based on AMP and Medicaid rebate data, the revisions to the Medicaid rebate formula and AMP definition described above could cause the required 340B discount to increase.

Effective in 2011, the Healthcare Reform Law imposed an annual, nondeductible fee on any entity that manufactures or imports certain branded prescription drugs and biologic agents, apportioned among these entities according to their market share in certain government healthcare programs. These fees may adversely affect our future financial prospects and performance. The Healthcare Reform Law established the Center for Medicare and Medicaid Innovation within CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending. Funding has been allocated to support the mission of the Center for Medicare and Medicaid Innovation through 2019.

The Healthcare Reform Law also creates new rebate obligations for our products under Medicare Part D, a partial, voluntary prescription drug benefit created by the U.S. federal government primarily for persons 65 years old and over. The Part D drug program is administered through private insurers that contract with CMS. Beginning in 2011, the Healthcare Reform Law generally requires that in order for a drug manufacturer's products to be reimbursed under Medicare Part D, the manufacturer must enter into a Medicare Coverage Gap Discount Program agreement with the Secretary of the U.S. Department of Health and Human Services, and reimburse each Medicare Part D plan sponsor an amount equal to 50% savings for the manufacturer's brand name drugs and biologics which the Part D plan sponsor has provided to its Medicare Part D beneficiaries who are in the "donut hole" (or a gap in Medicare Part D coverage for beneficiaries who have expended certain amounts for drugs). The Part D plan sponsor is responsible for calculating and providing the discount directly to its beneficiaries and for reporting these amounts paid to CMS's contractor, which notifies drug manufacturers of the rebate amounts it must pay to each Part D plan sponsor. The rebate requirement could adversely affect our future financial performance, particularly if contracts with Part D plans cannot be favorably renegotiated or the Part D plan sponsors fail to accurately calculate payments due in a manner that overstates our rebate obligation. Regarding access to our products, the Healthcare Reform Law established and provided significant funding for a Patient-Centered Outcomes Research Institute to coordinate and fund Comparative Effectiveness Research ("CER"). While the stated intent of CER is to develop information to guide providers to the most efficacious therapies, outcomes of CER could influence the reimbursement or coverage for therapies that are determined to be less cost-effective than others. Should any of our products be determined to be less cost effective than alternative therapies, the levels of reimbursement for these products, or the willingness to reimburse at all, could be impacted, which could materially impact our future financial prospects and results.

There have been repeated attempts by Congress to repeal or change the Healthcare Reform Law. Further, on January 20, 2017, the new administration signed an Executive Order directing federal agencies with authorities and responsibilities under the ACA to waive, defer, grant exemptions from, or delay the implementation of any provision of the Healthcare Reform Law that would impose a fiscal or regulatory burden on states, individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices. More recently, the United States District Court for the Northern District of Texas struck down the Healthcare Reform Law, deeming it unconstitutional given that Congress repealed the individual mandate in 2017. This decision has been stayed pending outcome of an appeal to the Fifth Circuit Court of Appeals. Although there is no immediate impact on the ACA, we will continue to evaluate the effect that the Healthcare Reform Law and its possible repeal and replacement, or potential total revocation by the Supreme Court of the United States, has on our business.

***Developments in the worldwide economy may adversely impact our business.***

The difficult economic environment may adversely affect demand for our products. RI-002, our current product candidate, is expected to be sold to hospitals, specialty pharmacies and clinicians in the U.S. As a result of loss of jobs, patients may lose medical insurance and be unable to purchase our products or may be unable to pay their share of deductibles or co-payments. Hospitals adversely affected by the economy may steer patients to less costly therapies, resulting in a reduction in demand, or demand may shift to public health hospitals, which may purchase at a lower government price.

**Risks Relating to our Finances, Capital Requirements and Other Financial Matters**

***We require additional funding and may be unable to raise capital when needed, which would force us to delay, curtail or eliminate one or more of our research and development programs or commercialization efforts.***

Our operations have consumed substantial amounts of cash since inception. For the years ended December 31, 2018 and 2017, we had negative cash flows from operations of approximately \$62.7 million and \$37.3 million, respectively. We expect to continue to spend substantial amounts on product development, including commercialization activities, procuring raw material plasma, manufacturing, conducting potential future clinical trials for our product candidates and purchasing clinical trial materials from our suppliers, conducting commercial launch activities and potential post marketing studies. We currently anticipate, based upon our projected revenue and expenditures, as well as the additional \$27.5 million we expect to be able to draw down under the Credit Agreement, that our current cash, cash equivalents and accounts receivable will be sufficient to fund our operations, as currently conducted, into the fourth quarter of 2019. In order to have sufficient cash to fund our operations thereafter and to continue as a going concern, we will need to raise additional equity or debt financing by the fourth quarter of 2019. However, if we do not receive FDA approval of either the BIVIGAM PAS or the RI-002 BLA, we believe that our cash balance will be sufficient to fund our operations, as currently conducted, into the third quarter of 2019, and we will be required to raise additional capital by the third quarter of 2019. This time frame may change based upon how quickly we are able to execute on our operational initiatives and the various financing options we are exploring. However, if the assumptions underlying our estimated expenses prove to be incorrect, we may have to raise additional capital sooner than we currently expect. Until such time, if ever, as we can generate a sufficient amount of product revenue to achieve profitability, we expect to continue to finance our operations through additional equity or debt financings or corporate collaboration and licensing arrangements. If we are unable to raise additional capital as needed, we will have to delay, curtail or eliminate our product development activities, including conducting clinical trials for our product candidates and purchasing clinical trial materials from our suppliers, as well as future commercialization efforts.



***Raising additional funds by issuing securities or through licensing or lending arrangements may cause dilution to our existing stockholders, restrict our operations or require us to relinquish proprietary rights.***

To the extent that we raise additional capital by issuing equity securities, the share ownership of existing stockholders will be diluted. Any future debt financing may involve covenants that, among other restrictions, limit our ability to incur liens or additional debt, pay dividends, redeem or repurchase our Common Stock, make certain investments or engage in certain merger, consolidation or asset sale transactions. In addition, if we raise additional funds through licensing arrangements or the disposition of any of our assets, it may be necessary to relinquish potentially valuable rights to our product candidates or grant licenses on terms that are not favorable to us.

***Our cash, cash equivalents and short-term investments could be adversely affected if the financial institutions in which we hold our cash, cash equivalents and short-term investments fail.***

We regularly maintain cash balances at third-party financial institutions in excess of the Federal Deposit Insurance Corporation insurance limit. While we monitor the cash balances in our operating accounts on a daily basis and adjust the balances as appropriate, these balances could be impacted, and there could be a material adverse effect on our business, if one or more of the financial institutions with which we deposit cash fails or is subject to other adverse conditions in the financial or credit markets. To date, we have experienced no loss or lack of access to our invested cash or cash equivalents; however, we can provide no assurance that access to our invested cash and cash equivalents will not be impacted by adverse conditions in the financial and credit markets.

***If we fail to maintain proper and effective internal control over financial reporting in the future, our ability to produce accurate and timely financial statements could be impaired, which could harm our operating results, investors' views of us and, as a result, the value of our Common Stock.***

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”) and related rules, our management is required to report on the effectiveness of our internal control over financial reporting. The rules governing the standards that must be met for management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. To comply with the requirements of being a reporting company under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), we have been required to upgrade, and may need to implement further upgrades, to our financial, information and operating systems, implement additional financial and management controls, reporting systems and procedures and hire additional accounting and finance staff.

***Our ability to use our net operating loss carryforwards (“NOLs”) may be limited.***

We have incurred substantial losses during our history. As of December 31, 2018, we had federal and state NOLs of \$108.5 million and \$72.3 million, respectively. These NOLs will begin to expire at various dates beginning in 2027, if not limited by triggering events prior to such time. Under the provisions of the Internal Revenue Code, changes in our ownership, in certain circumstances, will limit the amount of federal NOLs that can be utilized annually in the future to offset taxable income. In particular, Section 382 of the Internal Revenue Code (“Section 382”) imposes limitations on a company’s ability to use NOLs upon certain changes in such ownership. If we are limited in our ability to use our NOLs in future years in which we have taxable income, we will pay more taxes than if we were able to fully utilize our NOLs. The Biotest Transaction on June 6, 2017 resulted in a change in ownership of ADMA under Section 382 and as result, we were required to write off \$57.6 million of federal NOLs. We may experience ownership changes in the future as a result of subsequent changes in our stock ownership that we cannot predict or control that could result in further limitations being placed on our ability to utilize our federal NOLs.



***The recently passed Tax Cuts and Jobs Act (the “TCJA”) could adversely affect our business and financial condition.***

On December 22, 2017, President Trump signed into law the TCJA, which significantly reforms the Internal Revenue Code. The TCJA, among other things, contains significant changes to corporate taxation, including reduction of the corporate tax rate from a top marginal rate of 35% to a flat rate of 21%, limitation of the tax deduction for interest expense to 30% of adjusted earnings (except for certain small businesses), limitation of the deduction for net operating losses generated after December 31, 2017 to 80% of current year taxable income and elimination of net operating loss carrybacks, immediate deductions for certain new investments instead of deductions for depreciation expense over time and modifying or repealing many business deductions and credits. Federal net operating losses arising in taxable years ending after December 31, 2017 will be carried forward indefinitely pursuant to the TCJA. We continue to examine the impact this tax reform legislation may have on our business. Notwithstanding the reduction in the corporate income tax rate, the overall impact of the TCJA is uncertain and our business and financial condition could be adversely affected. The impact of this tax reform on holders of our Common Stock is also uncertain and could be adverse. We urge our stockholders to consult with their legal and tax advisors with respect to such legislation and the potential tax consequences of investing in our Common Stock.

**Risks Associated with our Common Stock**

***The market price of our Common Stock may be volatile and may fluctuate in a way that is disproportionate to our operating performance.***

Our stock price may experience substantial volatility as a result of a number of factors, including:

- sales or potential sales of substantial amounts of our Common Stock;
- our ability to successfully leverage the anticipated benefits and synergies from the Biotest Transaction, including optimization of the combined businesses, operations and products and services, including the nature, strategy and focus of the combined company and the management and governance structure of the combined company;
- delay or failure in initiating or completing preclinical or clinical trials or unsatisfactory results of these trials;
- delay in FDA approval for RI-002;
- delay in a decision by federal, state or local business regulatory authority;
- the timing of acceptance, third-party reimbursement and sales of RI-002;
- our ability to resume the manufacturing of BIVIGAM once the deficiencies identified in the CRL have been resolved by us to the satisfaction of the FDA;
- announcements about us or about our competitors, including clinical trial results, regulatory approvals or new product introductions;
- developments concerning our licensors or third-party vendors;
- litigation and other developments relating to our patents or other proprietary rights or those of our competitors;
- conditions in the pharmaceutical or biotechnology industries;

- governmental regulation and legislation;
- variations in our anticipated or actual operating results; and
- change in securities analysts' estimates of our performance, or our failure to meet analysts' expectations.

Many of these factors are beyond our control. The stock markets in general, and the market for pharmaceutical and biotechnology companies in particular, have historically experienced extreme price and volume fluctuations. These fluctuations often have been unrelated or disproportionate to the operating performance of these companies. These broad market and industry factors could reduce the market price of our Common Stock, regardless of our actual operating performance.

***An investment in our Common Stock is extremely speculative and there can be no assurance of any return on any such investment.***

An investment in our Common Stock is extremely speculative and there is no assurance that investors will obtain any return on their investment. Investors will be subject to substantial risks involved in an investment in us, including the risk of losing their entire investment.

***Sales of a substantial number of shares of our Common Stock, or the perception that such sales may occur, may adversely impact the market price of our Common Stock.***

As of December 31, 2018, most of our 46,353,068 outstanding shares of Common Stock, as well as a substantial number of shares of our Common Stock underlying outstanding warrants, were available for sale in the public market, subject to certain restrictions with respect to sales of our Common Stock by our affiliates, either pursuant to Rule 144 ("Rule 144") under the Securities Act of 1933, as amended (the "Securities Act"), or under effective registration statements. Pursuant to the Stockholders' Agreement, until December 6, 2020, subject to certain limited exceptions, sales of the 10,109,534 shares of Common Stock held by the Biotest Trust (as successor-in-interest to BPC) may not exceed 15% of the issued and outstanding Common Stock of ADMA in any twelve-month period; provided, however, that if our market capitalization increases to double our market capitalization immediately following the closing of the Biotest Transaction, then the Biotest Trust may sell up to 20% of our issued and outstanding Common Stock in any twelve-month period; provided, further, that (x) if our market capitalization increases to triple our market capitalization immediately following the closing of the Biotest Transaction, or (y) upon the one-year anniversary of the Biotest Trust holding less than a 25% economic interest in us, which occurred on May 14, 2018 following the transfer of the NV Biotest Shares to us, then the Biotest Trust may sell any amount of its equity interests in us at any time (subject to applicable securities laws). Sales of a substantial number of shares of our Common Stock, or the perception that such sales may occur, may adversely impact the market price of our Common Stock.

***Our affiliates control a substantial amount of our shares of Common Stock. Provisions in our Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation"), our Amended and Restated Bylaws (the "Bylaws") and Delaware law might discourage, delay or prevent a change in control of our Company or changes in our management and, therefore, depress the trading price of our Common Stock.***

As of December 31, 2018, the Biotest Trust, our directors and executive officers and their affiliates beneficially owned approximately 36% of the outstanding shares of our Common Stock. Additionally, on November 14, 2018, the standstill provisions contained in the Stockholders Agreement, which prohibited the Biotest Trust from, among other things, acquiring more than (i) 50%, less one share, of our issued and outstanding shares of capital stock on an as-converted basis, or (ii) 30% of the issued and outstanding shares of Common Stock, terminated and are of no further force and effect. Such event could result in the Biotest Trust acquiring additional shares of our Common Stock or taking other actions with the goal of acquiring additional shares of our Common Stock.

Provisions of our Certificate of Incorporation, our Bylaws and Delaware law may have the effect of deterring unsolicited takeovers or delaying or preventing a change in control of our Company or changes in our management, including transactions in which our stockholders might otherwise receive a premium for their shares over then current market prices. In addition, these provisions may limit the ability of stockholders to approve transactions that they may deem to be in their best interests. These provisions include:

- the inability of stockholders to call special meetings;
- the ability of our Board to institute a stockholder rights plan, also known as a poison pill, that would work to dilute our stock,
- classification of our Board and limitation on filling of vacancies could make it more difficult for a third party to acquire, or discourage a third party from seeking to acquire, control of our Company; and
- authorization of the issuance of “blank check” preferred stock, with such designation rights and preferences as may be determined from time to time by the Board, without any need for action by stockholders.

In addition, Section 203 of the Delaware General Corporation Law prohibits a publicly-held Delaware corporation from engaging in a business combination with an interested stockholder, generally a person which together with its affiliates owns, or within the last three years, has owned 15% of our voting stock, for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. The existence of the foregoing provisions and anti-takeover measures could limit the price that investors might be willing to pay in the future for shares of our Common Stock. They could also deter potential acquirers of our company, thereby reducing the likelihood that you could receive a premium for your Common Stock in an acquisition. In addition, as a result of the concentration of ownership of our shares of Common Stock, our stockholders may, from time to time, observe instances where there may be less liquidity in the public markets for our securities.

***We have never paid and do not intend to pay cash dividends in the foreseeable future. As a result, capital appreciation, if any, will be your sole source of gain.***

We have never paid cash dividends on any of our capital stock and we currently intend to retain future earnings, if any, to fund the development and growth of our business. In addition, the terms of existing and future debt agreements may preclude us from paying dividends. As a result, capital appreciation, if any, of our Common Stock will be your sole source of gain for the foreseeable future.

***If we fail to adhere to the strict listing requirements of the Nasdaq Capital Market (“Nasdaq”), we may be subject to delisting. As a result, our stock price may decline and our Common Stock may be delisted. If our stock were no longer listed on Nasdaq, the liquidity of our securities likely would be impaired.***

Our Common Stock currently trades on Nasdaq under the symbol “ADMA.” If we fail to adhere to Nasdaq's strict listing criteria, including with respect to stock price, our market capitalization and stockholders' equity, our stock may be delisted. This could potentially impair the liquidity of our securities not only in the number of shares that could be bought and sold at a given price, which may be depressed by the relative illiquidity, but also through delays in the timing of transactions and the potential reduction in media coverage. As a result, an investor might find it more difficult to dispose of our Common Stock. We believe that current and prospective investors would view an investment in our Common Stock more favorably if it continues to be listed on Nasdaq. Any failure at any time to meet the Nasdaq continued listing requirements could have an adverse impact on the value of and trading activity of our Common Stock. Although we currently satisfy the listing criteria for Nasdaq, if our stock price declines dramatically, we could be at risk of failing to meet the Nasdaq continued listing criteria.

***Penny stock regulations may affect your ability to sell our Common Stock.***

Because the price of our Common Stock currently trades below \$5.00 per share, our Common Stock is subject to Rule 15c-2 under the Exchange Act, which imposes additional sales practice requirements on broker-dealers which sell these securities to persons other than established customers and accredited investors. Under these rules, broker-dealers who recommend penny stocks to persons other than established customers and “accredited investors” must make a special written suitability determination for the purchaser and receive the purchaser's written agreement to a transaction prior to sale, which includes an acknowledgement that the purchaser's financial situation, investment experience and investment objectives forming the basis for the broker-dealer's suitability determination are accurately stated in such written agreement. Unless an exception is available, the regulations require the delivery, prior to any transaction involving a penny stock, of a disclosure schedule explaining the penny stock market and the associated risks. The additional burdens imposed upon broker-dealers by these requirements could discourage broker-dealers from effecting transactions in our Common Stock and may make it more difficult for holders of our Common Stock to sell shares to third parties or to otherwise dispose of them.

***We will continue to incur increased costs now that we are no longer an “emerging growth company.”***

Effective January 1, 2019, we ceased to be an “emerging growth company” as defined by the Jumpstart Our Business Startups Act (the “JOBS Act”). The JOBS Act contains provisions that, among other things, reduce certain reporting requirements for qualifying public companies. As an “emerging growth company,” we took advantage of certain benefits afforded to “emerging growth companies” under Section 7(a)(2)(B) of the Securities Act, which included delaying the adoption of new or revised accounting standards applicable to public companies until such standards would otherwise apply to private companies. As an emerging growth company, we were also exempt from the requirement to have our independent registered public accounting firm provide an attestation report on our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act (“Section 404”).

Consequently, we have, and will continue to, incur increased costs related to our compliance with Section 404 of the Sarbanes-Oxley Act (“Section 404”). For example, in 2018, our Audit Committee retained the services of AC Lordi, a Sarbanes-Oxley advisor, to assist with our internal controls over financial reporting and information technology relating to Section 404. Moreover, if we are not able to comply with the requirements of Section 404 applicable to us in a timely manner, or if we or our independent registered public accounting firm identifies deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our Common Stock could decline and we could be subject to sanctions or investigations by the SEC or other regulatory authorities, which would require additional financial and management resources.

***Our Board may, without stockholder approval, issue and fix the terms of shares of preferred stock and issue additional shares of Common Stock adversely affecting the rights of holders of our Common Stock.***

Our Certificate of Incorporation authorizes the issuance of up to 10,000,000 shares of “blank check” preferred stock, with such designation rights and preferences as may be determined from time to time by the Board. Currently, our Certificate of Incorporation authorizes the issuance of up to 75,000,000 shares of Common Stock, of which 23,776,541 shares remain available for issuance and may be issued by us without stockholder approval, and up to 8,591,160 shares of non-voting common stock, all of which were reacquired by us in May 2018 pursuant to the Biotest Transfer Agreement and were subsequently retired and are no longer available for issuance.

**Item 1B. Unresolved Staff Comments**

Not Applicable.

**Item 2. Properties**

Our headquarters are located in approximately 4,200 square feet of space at 465 State Route 17, Ramsey, NJ. Our telephone number is (201) 478-5552. Currently we operate under a shared services agreement with Areth, LLC (“Areth”) for the office, warehouse space and certain related services. The agreement currently expires on September 30, 2019. Areth is a company controlled by Dr. Jerrold B. Grossman, our Vice Chairman, and Adam S. Grossman, our President and Chief Executive Officer, and we pay Areth monthly fees for the use of such office space and for other information technology, general warehousing and administrative services. Rent under the shared services agreement is \$10,000 per month.

ADMA Bio Centers’ plasma collection facility is located in Kennesaw, GA. This facility has approximately 12,000 square feet of space, and total rent for this facility is currently approximately \$20,000 per month. The Kennesaw, GA lease expires April 1, 2026. ADMA Bio Centers also leases approximately 2,500 square feet of office space in Roswell, GA. Monthly rent for this space is approximately \$3,000, and the lease expires December 31, 2023.

As part of the Biotest Transaction, we acquired the Boca Facility, which consists of two buildings aggregating more than 120,000 square feet residing on approximately 14.6 acres of land in Boca Raton, FL. All of our plasma fractionation and drug product manufacturing are conducted at the Boca Facility, which also contains administrative office space for our ADMA BioManufacturing subsidiary and for certain of our centralized corporate functions.

We believe that our leased and owned properties are adequate to meet our current and future needs.

### **Item 3. Legal Proceedings**

We are and may become subject to certain legal proceedings and claims arising in connection with the normal course of our business. In the opinion of management, there are currently no claims that would have a material adverse effect on our consolidated financial position, results of operations or cash flows.

### **Item 4. Mine Safety Disclosures**

Not applicable.

## **PART II**

### **Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

#### **Market Information**

Our Common Stock has been listed on the Nasdaq Capital Market ("Nasdaq") under the symbol "ADMA" since November 10, 2014.

#### **Holder**

As of December 31, 2018, there were eight record holders of our Common Stock, based upon information received from our transfer agent. However, this number does not include beneficial owners whose shares were held of record by nominees or broker dealers. As of February 1, 2019, we estimate that there are more than 2,000 beneficial owners of our Common Stock.

#### **Dividend Policy**

We have never paid any cash dividends on our capital stock. We anticipate that we will retain earnings, if any, to support operations and to finance the growth and development of our business. In addition, the terms of our Credit Agreement with Perceptive precludes us from paying cash dividends without their consent. Therefore, we do not expect to pay cash dividends for the foreseeable future.

#### **Stock Performance Graph**

Not applicable.

#### **Sale of Unregistered Securities**

During the year ended December 31, 2018, we had no sales of unregistered securities that have not been previously disclosed in a Current Report on Form 8-K or Quarterly Reports on Form 10-Q.

#### **Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

We did not repurchase any of our securities during the three months ended December 31, 2018.

### **Item 6. Selected Financial Data**

Not applicable.

## Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and notes thereto included elsewhere in this Annual Report on Form 10-K. The various sections of this discussion contain a number of forward-looking statements, all of which are based on our current expectations and could be materially affected by the uncertainties and risk factors described throughout this Annual Report. See “Special Note Regarding Forward-Looking Statements.” Our actual results may differ materially.*

### **OVERVIEW**

#### **Our Business**

ADMA Biologics, Inc. (the “Company”, “ADMA”, “we”, “us” or “our”) is a vertically integrated commercial biopharmaceutical and specialty immunoglobulin company that manufactures, markets and develops specialty plasma-derived biologics for the treatment of immune deficiencies and the prevention and treatment of certain infectious diseases. Our targeted patient populations include immune-compromised individuals who suffer from an underlying immune deficiency disorder or who may be immune-suppressed for medical reasons.

We currently have two products with United States Food and Drug Administration (the “FDA”) Biologics License Application (“BLA”) approvals: Nabi-HB, which is currently marketed and commercially available and is indicated for the treatment of acute exposure to blood containing Hepatitis B surface antigen (“HBsAg”); and BIVIGAM, for which commercial distribution has been temporarily suspended since December 2016 and for which we have submitted a Prior Approval Supplement (“PAS”) to the FDA to amend the approved BLA to allow for the commercial re-launch of the product, which is indicated for the treatment of primary humoral immunodeficiency. We are also developing a pipeline of plasma-derived therapeutics, including our lead pipeline product candidate, RI-002, for the treatment of Primary Immune Deficiency Disease (“PID”), for which we previously submitted a Biologics License Application (“BLA”) to the United States Food and Drug Administration (the “FDA”) which has now been assigned a Prescription Drug User Fee Act (“PDUFA”) action date of April 2, 2019. We cannot provide any assurances or predict with any certainty the schedule for which we will, if at all, receive approval from the FDA with respect to RI-002. Our products and product candidates are intended to be used by physician specialists focused on caring for immune-compromised patients with or at risk for certain infectious diseases.

During fiscal 2018, through our wholly-owned subsidiary, ADMA Bio Centers Georgia, Inc. (“ADMA Bio Centers”), we operated three FDA-licensed source plasma collection facilities located in the U.S., two of which were transferred to Biotest Pharmaceuticals Corporation (“BPC”) on January 1, 2019, pursuant to the acquisition transaction described below. Our remaining source plasma collection facility located in Kennesaw, GA provides us with a portion of our blood plasma for the manufacture of our products and product candidates. We intend to open additional plasma collection centers in the U.S. during the next few years. A typical plasma collection center, such as those operated by ADMA Bio Centers, can collect approximately 30,000 to 50,000 liters of source plasma annually, which may be sold for different prices depending upon the type of plasma, quantity of purchase and market conditions at the time of sale. Plasma collected from ADMA Bio Centers' facilities that is not used to manufacture our products or product candidates is sold to third-party customers in the U.S., in other locations where we are approved globally under supply agreements or in the open “spot” market.

On June 6, 2017, we completed the acquisition of certain assets (the “Biotest Assets”) of the Therapy Business Unit (“BTBU”) of BPC (and, together with Biotest AG, “Biotest”), which include two FDA-licensed products, Nabi-HB (Hepatitis B Immune Globulin, Human) and BIVIGAM (Immune Globulin Intravenous, Human), and a plasma fractionation facility located in Boca Raton, FL (the “Boca Facility”) (the “Biotest Transaction”). The Boca Facility is FDA-licensed and certified by the German Health Authority. In addition to the manufacture and sale of Nabi-HB and the manufacture of BIVIGAM and RI-002, we also provide contract manufacturing services for certain historical clients, including the potential sale of intermediate by-products. Immediately following the acquisition, the Biotest Assets were contributed into our subsidiary, ADMA BioManufacturing, LLC (“ADMA BioManufacturing”).



Concurrent with the closing of the Biotest Transaction, Biotest provided us with an aggregate of \$40.0 million of funding. Upon the closing of the Biotest Transaction, we received \$27.5 million in cash from Biotest, consisting of \$12.5 million in cash and \$15.0 million from a subordinated note at 6% interest payable to Biotest with a maturity of five years. Biotest also participated in our November 2017 follow-on equity offering by investing \$12.5 million of the \$42.0 million of total gross proceeds from the offering. At the closing of the Biotest Transaction, we delivered to BPC an aggregate equity interest equal to 50%, less one share, of our then-issued and outstanding capital stock comprised of 25%, or 4,295,580 shares, of our then-issued and outstanding voting common stock, \$0.0001 par value per share (“Common Stock”), and 8,591,160 shares in the form of our non-voting common stock, \$0.0001 par value per share (the “NV Biotest Shares”) (calculated as of immediately following the closing and on a post-closing issuance basis). The NV Biotest Shares were convertible into our Common Stock upon the occurrence of certain specified events.

On May 14, 2018, we 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”) whereby BPC transferred to us, for no cash consideration, the NV Biotest Shares. Immediately upon transfer of the NV Biotest Shares to us, the NV Biotest Shares were retired and are no longer available for issuance. The retired NV Biotest Shares comprised approximately 67% of the total common stock consideration provided to Biotest and approximately 19% of the total outstanding common stock of the Company as of May 14, 2018. In exchange for the transfer and retirement of the NV Biotest Shares, we (i) granted Biotest and its successors and assigns a release from all potential past, present and future indemnity claims arising under the Master Purchase and Sale Agreement, dated as of January 21, 2017 (the “Master Purchase Agreement”), which governs the Biotest Transaction, and (ii) relinquished our rights to, under certain circumstances, repurchase the two FDA-approved plasma collection centers which were transferred to BPC on January 1, 2019. In addition, pursuant to the Biotest Transfer Agreement, BPC waived and terminated its rights to name a director and an observer to our Board of Directors (the “Board”). As BPC has made public statements regarding 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, pursuant to the Biotest Transfer Agreement BPC transferred its remaining 10,109,534 shares of our Common Stock to the Biotest Trust on July 24, 2018, and the Biotest Trust is bound by all obligations of and has all of the remaining rights of BPC under that certain Stockholders Agreement dated as of June 6, 2017, by and between us and BPC, as amended by the Biotest Transfer Agreement (the “Stockholders Agreement”).

## **Our Products**

### ***Nabi-HB***

Nabi-HB is a hyperimmune globulin that is rich in antibodies to the Hepatitis B virus. Nabi-HB is a purified human polyclonal antibody product collected from plasma donors who have been previously vaccinated with a Hepatitis B vaccine. Nabi-HB is indicated for the treatment of acute exposure to blood containing HBsAg, prenatal exposure to infants born to HBsAg-positive mothers, sexual exposure to HBsAg-positive persons and household exposure to persons with acute Hepatitis B virus infection. Hepatitis B is a potentially life-threatening liver infection caused by the Hepatitis B virus. It is a major global health problem. It can cause chronic infection and puts people at high risk of death from cirrhosis and liver cancer. Nabi-HB has a well-documented record of long-term safety and effectiveness since its initial market introduction. FDA approval for Nabi-HB was received on March 24, 1999. Biotest acquired Nabi-HB from Nabi Biopharmaceuticals in 2007. Production of Nabi-HB at the Boca Facility has continued under our leadership since the third quarter of 2017. Subsequent to the end of 2017, we received authorization from the FDA for the release of our first commercial batch of Nabi-HB for commercial distribution in the U.S.

### ***BIVIGAM***

BIVIGAM is an intravenous immune globulin indicated for the treatment of primary humoral immunodeficiency. This includes, but is not limited to, agammaglobulinemia, common variable immunodeficiency, Wiskott-Aldrich syndrome and severe combined immunodeficiency. These primary immunodeficiencies (“PIs”) are a group of genetic disorders. Initially thought to be very rare, it is now believed that as many as one in every 1,200-2,000 people has some form of PI. BIVIGAM contains a broad range of antibodies similar to those found in normal human plasma. These antibodies are directed against bacteria and viruses, and help to protect PI patients against serious infections. BIVIGAM is a purified, sterile, ready-to-use preparation of concentrated Immunoglobulin (“IgG”) antibodies. Antibodies are proteins in the human immune system that work to defend against disease.

FDA approval for BIVIGAM was received on December 19, 2012, and sales commenced in the first quarter of 2013. In December 2016, BPC temporarily suspended the commercial production of BIVIGAM in order to focus on the completion of planned improvements to the manufacturing process. We resumed production of BIVIGAM utilizing our optimized intravenous immunoglobulin (“IVIG”) manufacturing process with two conformance lots in the fourth quarter of 2017, a third conformance lot in the first quarter of 2018 and additional production lots in the fourth quarter of 2018. During the first half of 2018, we qualified and filled the BIVIGAM conformance batches and the product is on stability. During the second half of 2018, we filed a PAS with the FDA for BIVIGAM (the “PAS”) to include the ADMA optimization improvements for BIVIGAM and to seek FDA authorization which would enable us to resume commercial scale manufacturing and re-launch and commercialize this product. On December 19, 2018, we announced the receipt of a Complete Response Letter (“CRL”) (the “BIVIGAM CRL”) from the FDA for our PAS submission for BIVIGAM drug substance, and also announced the FDA approval of our PAS submission for BIVIGAM drug product. For clarity, drug substance is the bulk immune globulin we manufacture at the Boca Facility and drug product is the result of shipping the drug substance to our third party fill-finish provider who then fills the drug into vials and prepares the product for final release testing and potential commercial release. The BIVIGAM CRL requested certain additional information and clarifications relating to chemistry, manufacturing and control (“CMC”) matters contained in our PAS submission for drug substance, including complete resolution of certain manufacturing related deviations, information pertaining to how certain in-process manufacturing samples are taken, as well as updates on certain stability data previously submitted. As the information we believed necessary to address and respond to the matters raised in the BIVIGAM CRL was readily available in our files, on January 7, 2019 we announced that our responses to the BIVIGAM CRL were submitted to the FDA for further review. Subsequent to the January 7, 2019 resubmission to the FDA, we received an information request for a limited number of questions. We believe that all requests contained in the recently received FDA information request were addressable and we have responded to the FDA. To date, we have not received a formal BIVIGAM CRL resubmission acknowledgment and we have not received formal clarity on the FDA’s intended review timing. We can confirm that the FDA is actively reviewing our BIVIGAM CRL resubmission and information request responses, however we cannot provide any assurance or predict with certainty the schedule for when we will, if at all, receive authorization from the FDA with respect to the PAS.

### **Our Lead Pipeline Product Candidate – RI-002**

We are currently developing our lead pipeline product candidate, RI-002, for the treatment of PIDD and have completed a pivotal Phase III clinical trial, which met the primary endpoint of no Serious Bacterial Infections reported. Secondary efficacy endpoints further demonstrated the benefits of RI-002 in the low incidence of infection, therapeutic antibiotic use, days missed from work/school/daycare, and unscheduled medical visits and hospitalizations. RI-002 is derived from human plasma blended from normal donors and from donors tested to have high levels of neutralizing titers to Respiratory Syncytial Virus (“RSV”). RI-002 is manufactured using a process known as fractionation, which purifies human IgG from this blended plasma pool resulting in a final IVIG product enriched with naturally occurring polyclonal anti-pathogen antibodies (such as streptococcus pneumonia, H. influenza type B, Cytomegalovirus, measles and tetanus). We use our proprietary RSV microneutralization assay to test for standardized levels of neutralizing antibodies to RSV in the final drug product.

Prior to the closing of the Biotest Transaction, BTBU was our third-party manufacturer for RI-002. In the third quarter of 2015, the FDA accepted for review our BLA for RI-002 (the “RI-002 BLA”) for the treatment of PIDD. In July 2016, the FDA issued a Complete Response Letter (the “RI-002” CRL”). The RI-002 CRL reaffirmed the issues set forth in a November 2014 Warning Letter (the “Warning Letter”) that had been issued by the FDA to Biotest related to certain compliance issues identified at the Boca Facility, but did not cite any concerns with the clinical safety or efficacy data for RI-002 submitted in our RI-002 BLA, nor did the FDA request any additional clinical studies be completed prior to FDA approval of RI-002. The FDA identified in the RI-002 CRL, among other things, certain outstanding inspection issues and deficiencies related to CMC and Good Manufacturing Practices (“GMP”) at the Boca Facility and at certain of our third-party vendors, and requested documentation of corrections for a number of these issues. The FDA indicated in the RI-002 CRL that it cannot grant final approval of our RI-002 BLA until, among other things, these deficiencies are resolved. Upon the completion of the Biotest Transaction, we gained control over the regulatory, quality, general operations and drug substance manufacturing process at the Boca Facility. In the first quarter of 2018, we produced three conformance lots using the optimized IVIG manufacturing process, and these batches were filled and finished during the second quarter of 2018 and have been placed on stability. In April 2018, we completed an FDA inspection and as a result of the inspection, our Boca Facility’s regulatory compliance status improved from Official Action Indicated to Voluntary Action Indicated, allowing us to submit regulatory applications to the FDA for review. Following our BLA resubmission in September 2018, in October 2018, we received a PDUFA date of April 2, 2019 for FDA action on the RI-002 BLA.

## **RESULTS OF OPERATIONS**

### **Critical Accounting Policies and Estimates**

This Management's Discussion and Analysis of Financial Condition and Results of Operations is based on our consolidated financial statements, which have been prepared in accordance with Accounting Principles Generally Accepted in the United States of America ("U.S. GAAP"). The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. On an ongoing basis, we evaluate these estimates and assumptions, including those described below. We base our estimates on our historical experience and on various other assumptions that we believe to be reasonable under the circumstances. These estimates and assumptions form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results and experiences may differ materially from these estimates. Significant estimates include the fair value of assets acquired and liabilities assumed in a business combination, realizable value of accounts receivable, valuation of inventory, assumptions used in the fair value of awards granted under our equity incentive plans and warrants issued in connection with the issuance of notes payable and the valuation allowance for our deferred tax assets.

Some of the estimates and assumptions we have to make under U.S. GAAP require difficult, subjective and/or complex judgments about matters that are inherently uncertain and, as a result, actual results could differ from those estimates. Due to the estimation processes involved, the following summary of accounting policies and their application are considered to be critical to understanding our business operations, financial condition and results of operations. For a detailed discussion on the application of these and our other accounting policies, see Note 2 to the Consolidated Financial Statements included elsewhere in this Annual Report on Form 10-K.

### ***Revenue Recognition***

Revenues for the years ended December 31, 2018 and 2017 are comprised of (i) revenues from the sale of Nabi-HB, (ii) product revenues from the sale of human plasma collected from our Plasma Collection Centers business segment; and (iii) license and other revenues primarily attributable to the out-licensing of RI-002 to Biotest to market and sell this product in Europe and selected countries in North Africa and the Middle East. Biotest has provided us with certain services and financial payments in accordance with the related Biotest license agreement and is obligated to pay us certain amounts in the future if certain milestones are achieved. Deferred revenue is recognized over the term of the Biotest license. Deferred revenue is amortized into income for a period of approximately 22 years, the term of the Biotest license agreement. In addition, revenues for the year ended December 31, 2017 also include revenues related to our contract manufacturing agreement with Sanofi Pasteur S.A. ("Sanofi") (see Note 6 to the consolidated financial statements).

Product revenue is recognized when the customer is deemed to have control over the product. Control is determined based on when the product is shipped or delivered and title passes to the customer. Revenue is recorded in an amount that reflects the consideration we expect to receive in exchange. Revenue from the sale of Nabi-HB is recognized when the product reaches the customer's destination, and is recorded net of estimated rebates, price protection arrangements and customer incentives, including prompt pay discounts, wholesaler chargebacks and other wholesaler fees. These estimates are based on historical experience, and we believe that such estimates are reasonable. For revenues associated with contract manufacturing, control transfers to the customer and the performance obligation is satisfied when the customer takes possession of the product from the Boca Facility.

Product revenues from the sale of human plasma collected at our plasma collection centers are recognized at the time control of the product has been transferred to the customer, which generally occurs at the time of shipment. Product revenues are recognized at the time of delivery if we retain control of the product during shipment.

For the year ended December 31, 2018, sales to BPC represented 56% of our consolidated revenues, sales to McKesson Corporation represented 16% of our consolidated revenues and sales to AmerisourceBergen represented 15% of our consolidated revenues. For the year ended December 31, 2017, BPC represented 47% of our consolidated revenues, and the revenue attributable to the amendment of the contract manufacturing agreement with Sanofi represented 31% of our consolidated revenues.

#### ***Accounts Receivable***

Accounts receivable are reported at realizable value, net of allowances for contractual credits and doubtful accounts, which are recognized in the period the related revenue is recorded. At December 31, 2018, BPC, AmerisourceBergen and Cardinal Health accounted for 59%, 23% and 12%, respectively, of our consolidated accounts receivable. At December 31, 2017, Sanofi, BPC, AmerisourceBergen and McKesson Corporation accounted for 48%, 30%, 9% and 9%, respectively, of our consolidated accounts receivable.

#### ***Cost of Product Revenue***

Cost of product revenue includes expenses related to process development as well as scientific and technical operations when these operations are attributable to marketed products. When the activities of these operations are attributable to new products in development, the expenses are classified as research and development expenses. Expenses associated with remediating the issues identified in the Warning Letter for the years ended December 31, 2018 and 2017 of approximately \$1.5 million and \$3.8 million, respectively, are expensed as incurred and are reflected in cost of product revenue. In addition, for the years ended December 31, 2018 and 2017, all operating expenses associated with the Boca Facility, other than the limited Nabi-HB production and contract manufacturing production that was capitalized into inventory, have been expensed as incurred since the date of the Biotest Transaction.

#### ***Stock-Based Compensation***

Stock-based compensation cost is measured at the grant date, based on the estimated fair value of the award, and is recognized as expense over the grantee's requisite vesting period on a straight-line basis. For the purpose of valuing stock options granted to our employees, directors and officers, we use the Black-Scholes option pricing model. We granted options to purchase an aggregate of 1,167,044 and 1,976,295 shares of Common Stock during the years ended December 31, 2018 and 2017, respectively. To determine the risk-free interest rate, we utilized the U.S. Treasury yield curve in effect at the time of the grant with a term consistent with the expected term of our awards. The expected term of the options granted is in accordance with Staff Accounting Bulletins 107 and 110, and is based on the average between vesting terms and contractual terms. The expected dividend yield reflects our current and expected future policy for dividends on our Common Stock. The expected stock price volatility for our stock options was calculated by examining the historical volatility of our Common Stock since our Common Stock became publicly traded in the fourth quarter of 2013. We will continue to analyze the expected stock price volatility and expected term assumptions and will adjust our Black-Scholes option pricing assumptions as appropriate. In accordance with Accounting Standards Update ("ASU") No. 2016-09, *Improvements to Employee Share-Based Payment Accounting (Topic 718)*, we have elected not to establish a forfeiture rate, as stock-based compensation expense related to forfeitures of unvested stock options is fully reversed at the time of forfeiture.

#### ***Research and Development Expenses***

Our research and development ("R&D") costs consist of clinical research organization costs, costs related to clinical trials, assay development and testing, storage and transportation costs for high-titer plasma used in the manufacture of RI-002, as well as wages, benefits and stock-based compensation for employees directly related to R&D activities. All R&D costs are expensed as incurred.

#### ***Impairment of Long-Lived Assets***

We assess the recoverability of our long-lived assets, which include property and equipment and definite-lived intangible assets, whenever significant events or changes in circumstances indicate impairment may have occurred. If indicators of impairment exist, projected future undiscounted cash flows associated with the asset are compared to its carrying amount to determine whether the asset's carrying value is recoverable. Any resulting impairment is recorded as a reduction in the carrying value of the related asset in excess of fair value and a charge to operating results. For the year ended December 31, 2018, we determined that there was no impairment of its long-lived assets. For the year ended December 31, 2017, we recorded an impairment charge in the amount of \$0.8 million related to assets acquired in the Biotest Transaction.

Goodwill is not amortized, but is assessed for impairment on an annual basis or more frequently if impairment indicators exist. We have the option to perform a qualitative assessment of goodwill to determine whether it is more likely than not that the fair value of its reporting unit is less than its carrying amount, including goodwill and other intangible assets. If we were to conclude that this is the case, then we must perform a goodwill impairment test by comparing the fair value of the reporting unit to its carrying value. An impairment charge is recorded to the extent the reporting unit's carrying value exceeds its fair value, with the impairment loss recognized not to exceed the total amount of goodwill allocated to that reporting unit. We did not recognize any impairment charges related to goodwill for the year ending December 31, 2018 and 2017.

### ***Recent Accounting Pronouncements***

In July 2017, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") No. 2017-11, *Earnings Per Share (Topic 260), Distinguishing Liabilities from Equity (Topic 480), Derivatives and Hedging (Topic 815)* ("ASU 2017-11"). ASU 2017-11 changed the classification analysis of certain equity-linked financial instruments (or embedded features within such instruments) with down round features. When determining whether certain financial instruments should be classified as liabilities or equity instruments, a down round feature no longer precludes equity classification when assessing whether the instrument is indexed to an entity's own stock. The amendments also clarify existing disclosure requirements for equity-classified instruments. As a result, a freestanding equity-linked financial instrument (or embedded conversion option) no longer would be accounted for as a derivative liability at fair value as a result of the existence of a down round feature. For freestanding equity classified financial instruments, the amendments require entities that present earnings per share ("EPS") in accordance with ASC 260 to recognize the effect of the down round feature when it is triggered. That effect is treated as a dividend and as a reduction of income available to common shareholders in basic EPS. In addition, convertible instruments with embedded conversion options that have down round features are now subject to the specialized guidance for contingent beneficial conversion features in ASC 470-20, "*Debt—Debt with Conversion and Other Options.*" ASU 2017-11 became effective for us on January 1, 2019, and we do not believe this update will have a significant impact on our consolidated financial statements.

In May 2017, the FASB issued ASU No. 2017-09, *Modification Accounting for Share-Based Payment Arrangements*, which amends the scope of modification accounting for share-based payment arrangements. The ASU provides guidance on the types of changes to the terms or conditions of share-based payment awards to which an entity would be required to apply modification accounting under ASC 718. Specifically, an entity would not apply modification accounting if the fair value, vesting conditions, and classification of the awards are the same immediately before and after the modification. The ASU is effective for annual reporting periods, including interim periods within those annual reporting periods, beginning after December 15, 2017. Adoption of this new guidance did not have a material impact on our consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02"), which requires lessees to recognize assets and liabilities for the rights and obligations created by most leases on their balance sheet. The guidance is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early application is permitted. ASU 2016-02 requires modified retrospective adoption for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. We will adopt ASU 2016-02 on January 1, 2019 using the option to recognize the cumulative-effect adjustment, if any, as of the date of application, which will also be January 1, 2019. As a result, there will be no restatement of comparative periods. We expect to recognize right-to-use assets and corresponding lease liabilities of approximately \$1.4 million at the date of adoption. We also expect to elect the "package of practical expedients", which permits us to not reassess under the new standard our prior conclusions about lease identification, lease classification and initial direct costs. In addition, we expect to elect the short-term lease recognition exemption for all leases that qualify.

In May 2014, the FASB issued new guidance related to revenue recognition, ASU 2014-09, Revenue from Contracts with Customers (“ASC 606”), which outlines a comprehensive revenue recognition model and supersedes most current revenue recognition guidance. The new guidance requires a company to recognize revenue upon transfer of goods or services to a customer at an amount that reflects the expected consideration to be received in exchange for those goods or services. ASC 606 defines a five-step approach for recognizing revenue, which may require a company to use more judgment and make more estimates than under the current guidance. The new guidance became effective in calendar year 2018. Two methods of adoption are permitted: (a) full retrospective adoption, meaning the standard is applied to all periods presented; or (b) modified retrospective adoption, meaning the cumulative effect of applying the new guidance is recognized at the date of initial application as an adjustment to the opening retained earnings balance.

In March 2016, April 2016 and December 2016, the FASB issued ASU No. 2016-08, Revenue From Contracts with Customers (ASC 606): Principal Versus Agent Considerations, ASU No. 2016-10, Revenue From Contracts with Customers (ASC 606): Identifying Performance Obligations and Licensing, and ASU No. 2016-20, Technical Corrections and Improvements to Topic 606, Revenue From Contracts with Customers, respectively, which further clarify the implementation guidance on principal versus agent considerations contained in ASU No. 2014-09. In May 2016, the FASB issued ASU 2016-12, Revenue from Contracts with Customers, narrow-scope improvements and practical expedients which provides clarification on assessing the collectability criterion, presentation of sales taxes, measurement date for non-cash consideration and completed contracts at transition. These standards became effective for us beginning in the first quarter of 2018.

We adopted the new revenue recognition standard and related updates effective January 1, 2018, using the modified retrospective method of adoption. Adoption of the new revenue recognition guidance did not have a material impact on our consolidated financial statements.

### Year Ended December 31, 2018 Compared to December 31, 2017

Our results of operations for the year ended December 31, 2017 reflect the results of operations attributable to the Biotest Assets effective as of June 6, 2017. As a result, our operating results for the year ended December 31, 2018, which reflect a full year of operations of the Boca Facility, are generally not comparable to our operating results for the year ended December 31, 2017. The following table presents a summary of the changes in our results of operations for the year ended December 31, 2018 as compared to the year ended December 31, 2017:

	<b>Year Ended December 31,</b>		
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>
Revenues	\$ 16,985,290	\$ 22,760,560	\$ (5,775,270)
Cost of product revenue (exclusive of amortization expense shown below)	42,194,635	29,164,321	13,030,314
Gross loss	(25,209,345)	(6,403,761)	(18,805,584)
Research and development expenses	3,926,120	5,570,029	(1,643,909)
Plasma center operating expenses	7,805,619	6,503,750	1,301,869
Asset impairment charge	—	845,389	(845,389)
Amortization of intangibles	844,938	1,234,674	(389,736)
Selling, general and administrative expenses	22,502,922	18,752,393	3,750,529
Loss from operations	(60,288,944)	(39,309,996)	(20,978,948)
Interest expense	(5,522,783)	(3,285,847)	(2,236,936)
Loss on extinguishment of debt	—	(1,210,216)	1,210,216
Other income, net	68,282	47,084	21,198
Net loss	<u>\$ (65,743,445)</u>	<u>\$ (43,758,975)</u>	<u>\$ (21,984,470)</u>

### Revenues

We recorded total revenues of \$17.0 million for the year ended December 31, 2018, as compared to \$22.8 million for the year ended December 31, 2017. The decrease in total revenue of \$5.8 million is primarily due to: (i) \$7.0 million of non-recurring revenue in 2017 related to an amendment to the Sanofi Manufacturing Agreement (as defined below) that we assumed as part of the Biotest Transaction; and (ii) a decrease in the sale of normal source plasma attributable to our Plasma Collection Centers business segment of \$1.6 million in 2018 due to increased competition in the local market where our collection facilities are located, partially offset by a \$2.8 million increase in Nabi-HB revenues.



In September 2011, BPC entered into a manufacturing agreement, as subsequently amended, with Sanofi (the “Manufacturing Agreement”) in which Sanofi purchased from BPC specific Batches (as defined therein) of purified Rabies Fraction II Paste manufactured from human plasma containing rabies antibodies (the “Product”). The number of Batches of Product purchased by Sanofi under the Manufacturing Agreement vary from year to year and are subject to certain minimum purchase requirements by Sanofi. In the event that Sanofi fails to purchase any quantity of Product as part of its Firm Purchase Commitment (as defined under the Manufacturing Agreement), Sanofi is required to pay us, as the successor-in-interest to BPC, for the number of Batches not purchased in any given year. In addition, under the Manufacturing Agreement, damages are owed to Sanofi in the event the minimum Batch amounts are not manufactured or fail to comply with the supply plan and an escalating low single digit to low double digit percentage discount is applied to Batches which are delayed. The Manufacturing Agreement continues in effect for up to two years from the date of termination of the human Rabies Hyperimmune Plasma agreement between Sanofi and BPC.

In December 2017, we further amended the Manufacturing Agreement to modify the number of Batches of Product which Sanofi is to purchase from us in 2018 and 2019 and to update the supply plan which describes the agreed-upon timing for production of such Batches of Product. Pursuant to this third amendment to the Manufacturing Agreement, we are liable to Sanofi for liquidated damages in the event that we fail to supply a minimum number of Batches of Product or in the event we fail to adhere to the updated supply plan. Furthermore, pursuant to this third amendment to the Manufacturing Agreement, in consideration for certain quantities of Product that we would have otherwise been contractually obligated to supply, and that Sanofi would have been contractually obligated to purchase, prior to entry into such amendment, Sanofi agreed to pay us a one-time compensation fee in the aggregate amount of \$7.0 million. For the year ended December 31, 2018, we manufactured all of the required Batches of Product in accordance with the current supply plan, and we expect to generate revenues from Sanofi for these Batches in 2019.

### ***Cost of Product Revenue***

Cost of product revenue was \$42.2 million for the year ended December 31, 2018, as compared to \$29.2 million for the year ended December 31, 2017, an increase of \$13.0 million. The increase is mainly attributable to an increase in unabsorbed manufacturing costs related to the Boca Facility of \$9.0 million and increases in production costs of BIVIGAM, RI-002 and the related intermediates in the amount of \$7.2 million, partially offset by reduced consulting fees pertaining to the remediation efforts in response to the Warning Letter in the amount of \$2.4 million. The reduction in facility remediation costs is the result of the successful close out of the FDA inspection of the Boca Facility in the third quarter of 2018. In addition, we experienced a \$0.6 million reduction in cost of product revenue related to Nabi-HB despite the increase in Nabi-HB revenues, as the Nabi-HB inventory acquired in the Biotest Transaction, which had been carried on our consolidated balance sheet at its estimated fair value in accordance with U.S. GAAP, was liquidated in the normal course of business and replaced with inventory produced subsequent to the date of the Biotest Transaction which yielded higher margins than in 2017.

Although we expect that the BIVIGAM and RI-002 inventory produced in 2018 will ultimately be available for commercial sale, we have established an allowance for all of this inventory due to uncertainties surrounding FDA approvals of the PAS and the RI-002 BLA, which we must receive prior to this inventory being available for commercial sale. This allowance, in the amount of \$8.9 million, is reflected in cost of product revenue.

### ***Research and Development Expenses***

R&D expenses were \$3.9 million for the year ended December 31, 2018, a decrease of \$1.6 million as compared to the same period of a year ago. The decrease is mainly due to fewer employees associated with R&D activities in 2018 as compared to 2017, which is primarily the result of shifting roles and responsibilities subsequent to the Biotest Transaction. During the latter part of 2017 and into 2018, we began to transform from a traditional biotechnology company focused on R&D to a manufacturing and FDA-regulated commercial operation. As a result, a number of employees who were previously involved in R&D activities are now performing functions more closely associated with cost of product revenue or selling, general and administrative expenses (“SG&A”).

### ***Plasma Center Expenses***

Plasma center expenses were \$7.8 million for the year ended December 31, 2018, an increase of \$1.3 million from the \$6.5 million of plasma center expenses for the year ended December 31, 2017. Plasma center operating expenses in 2018 and 2017 consist of certain general and administrative plasma center costs, including rent, maintenance, utilities, compensation and benefits for center staff, advertising and promotion expenses and computer software fees related to donor collections. The increase in plasma center expenses is attributable to the opening of our plasma center in Kennesaw, GA, in mid-December 2017.

### ***Selling, General and Administrative Expenses***

SG&A was \$22.5 million for the year ended December 31, 2018, an increase of \$3.8 million as compared to the year ended December 31, 2017. The increase reflects a full year of operating activity at the Boca Facility and the associated increase in employee headcount in 2018, as well as the related changes in the scope and overall profile of the Company, resulting in expense increases related to (i) salaries, benefits and stock-based compensation of \$5.2 million, (ii) legal, professional, consulting and investor relations expenses of \$1.8 million, (iii) insurance expenses of \$0.6 million; and (iv) \$0.2 million of non-income related taxes, partially offset by non-recurring acquisition transaction costs of \$3.9 million in 2017 pertaining to the Biotest Transaction.

### ***Amortization of Intangibles***

Amortization expense for intangible assets acquired in the Biotest Transaction was \$0.8 million for the year ended December 31, 2018, a decrease of \$0.4 million as compared to the year ended December 31, 2017. The decrease is related to the amendment to the Manufacturing Agreement, which shortened the useful life of our customer contract intangible resulting in accelerated amortization expense in 2017.

### ***Asset Impairment Charge***

During the year ended December 31, 2017, we recorded an impairment charge in the amount of \$0.8 million related to certain assets acquired in the Biotest Transaction (see Note 3 to the consolidated financial statements), with no comparable amount for the year ended December 31, 2018.

### ***Loss from Operations***

Our operating loss was \$60.3 million for the year ended December 31, 2018, as compared to \$39.3 million for the year ended December 31, 2017. The increase was mainly due to the decrease in revenues and increase in cost of product revenue aggregating to \$18.8 million, and an increase of \$2.2 million, net, of other operating expenses.

### ***Interest Expense***

Interest expense was \$5.5 million for the year ended December 31, 2018, as compared to \$3.3 million for the year ended December 31, 2017. The increase reflects a higher average debt principal balance carried in 2018 as compared to 2017 due to the senior debt refinancing transaction in October 2017 (see "Liquidity and Capital Resources"), a full year of interest expense in 2018 on the subordinated Biotest note, a rise in the LIBOR interest rate over the course of 2018 and increased amortization of debt discount.

### ***Loss on Extinguishment of Debt***

During the year ended December 31, 2017, we incurred a loss on extinguishment of debt in the amount of \$1.2 million in connection with the senior debt refinancing transaction in October 2017, comprised primarily of the write off of unamortized debt discount, with no comparable amount in 2018.

### ***Net Loss***

Net loss was \$65.7 million for the year ended December 31, 2018, an increase of \$22.0 million from the prior year. The increase was mainly due to the increases in operating loss and, to a lesser extent, interest expense.

## **LIQUIDITY AND CAPITAL RESOURCES**

As of December 31, 2018, we had working capital of \$34.9 million, including cash and cash equivalents of \$22.8 million, and stockholders' equity of \$19.8 million, as compared to working capital of \$52.9 million, including cash and cash equivalents of \$43.1 million, and stockholders' equity of \$40.3 million as of December 31, 2017. We have had limited revenue from operations, incurred an accumulated deficit of \$216.4 million since inception, and for the years ended December 31, 2018 and 2017, we had negative cash flows from operations of \$62.7 million and \$37.3 million, respectively. We have funded our operations to date primarily from the sale of our equity and debt securities, acquisition proceeds from the Biotest Transaction and loans from our primary stockholders.

We expect to continue to spend substantial amounts on product development, quality assurance, regulatory affairs, procurement of raw material plasma, building additional plasma centers, manufacturing, marketing, sales and conducting clinical trials for our product candidates and purchasing clinical trial materials from our suppliers, some of which may be required by the FDA. We currently anticipate that, based upon our projected revenue and expenditures for 2019, including continued implementation of our commercialization and expansion activities, the proceeds from the refinancing of our senior credit facility and corresponding release of funds from the debt service reserve account to us in February 2019 as discussed below, as well as certain other assumptions, our cash, cash equivalents, projected revenue and accounts receivable, along with the \$27.5 million we anticipate being able to draw down under our current senior credit facility (which is contingent upon, among other things, the FDA approval of either the BIVIGAM PAS or the RI-002 BLA) will be sufficient to fund our operations, as currently conducted, into the fourth quarter of 2019. In order to have sufficient cash to fund our operations thereafter and to continue as a going concern, we will need to raise additional capital by the fourth quarter of 2019. However, if we do not receive FDA approval of either the BIVIGAM PAS or the RI-002 BLA, we believe that our cash balance will be sufficient to fund our operations, as currently conducted, into the third quarter of 2019, and we will be required to raise additional capital by the third quarter of 2019. These estimates may change based upon how quickly we are able to obtain FDA approval for BIVIGAM and RI-002, commercial manufacturing ramp-up activities and the various financing options being explored. We currently have no firm commitments for additional financing, and there can be no assurances that we will be able to secure additional financing on terms that are acceptable to us, or at all. Furthermore, if the assumptions underlying our estimated revenues and expenses are incorrect, we may have to raise additional capital sooner than currently anticipated.

Failure to secure any necessary financing in a timely manner and on commercially reasonable terms could have a material adverse effect on our business plan and financial performance and we could be forced to delay or discontinue our product development, clinical trial or commercialization activities, delay or discontinue the approval efforts for any of our potential products, or potentially cease operations. In addition, we could also be forced to reduce or forgo sales and marketing efforts and forgo attractive business opportunities. Due to numerous risks and uncertainties associated with FDA approval of BIVIGAM and RI-002, ongoing remediation and capacity expansion efforts at the Boca Facility and potential future commercialization of our products and product candidates, we are unable to estimate with certainty the amounts of increased capital outlays and operating expenditures required to fund our commercialization and other development activities. Our current estimates may be subject to change as circumstances regarding our business requirements evolve. We may decide to raise capital through public or private equity offerings and such financings may only be available on unattractive terms, resulting in significant dilution of stockholders' interests and, in such event, the value and potential future market price of our Common Stock may decline. We may also decide to obtain additional debt financing or a bank credit facility, subject to the restrictions contained in our current Credit Agreement, or to enter into corporate collaboration and licensing arrangements. The sale of additional equity or debt securities, if convertible, could result in dilution to our current stockholders. The incurrence of additional indebtedness would result in increased fixed obligations and could also result in covenants that would restrict our operations or other future financing alternatives.

Our long-term liquidity depends upon our ability to raise additional capital, fund capacity expansion and commercial programs and achieve commercial status for our products and product candidates in order to generate sufficient revenues to cover our operating expenses and meet our obligations on a timely basis. We believe that we will continue to incur losses and negative cash flows from operating activities through the foreseeable future. As such, these conditions raise substantial doubt about our ability to continue as a going concern.

On February 11, 2019, (the “Perceptive Closing Date”), we and all of our subsidiaries entered into a Credit Agreement and Guaranty (the “Perceptive Credit Agreement”) with Perceptive Credit Holdings II, LP, as the lender and administrative agent (“Perceptive”). The Perceptive Credit Agreement provides for a senior secured term loan facility in a principal amount of up to \$72.5 million (the “Perceptive Credit Facility”), comprised of (i) a term loan made on the Perceptive Closing Date in the principal amount of \$45.0 million, as evidenced by our issuance of a promissory note (the “Perceptive Initial Note”) in favor of Perceptive on the Perceptive Closing Date (the “Perceptive Initial Term Loan”), and (ii) an additional term loan in the principal amount of up to \$27.5 million, but no less than \$10.0 million (the “Perceptive Additional Term Loan” and, together with the Perceptive Initial Term Loan, the “Perceptive Loans”), which Perceptive Additional Term Loan is subject to the satisfaction of certain conditions, including, but not limited to, the FDA’s approval of the PAS or the FDA’s approval of the RI-002 BLA, and no Material Adverse Changes (as defined in the Perceptive Credit Agreement) having occurred since December 31, 2017; provided, that the Perceptive Additional Term Loan shall not be made later than June 30, 2020. The Perceptive Credit Facility has a maturity date of March 1, 2022 (the “Perceptive Maturity Date”), subject to acceleration pursuant to the Perceptive Credit Agreement, including upon an Event of Default (as defined in the Perceptive Credit Agreement).

On the Perceptive Closing Date, we used \$30.0 million of the Perceptive Initial Term Loan to terminate and pay in full all of the outstanding obligations under the Marathon Credit Facility (as defined below) that we entered into in October 2017. We also (i) used \$2.8 million of the Perceptive Initial Term Loan to pay a deferred facility fee to the lender under the Marathon Credit Facility, (ii) used \$6.5 million of the Perceptive Initial Term Loan to pay a prepayment penalty to Marathon, (iii) used \$0.7 million of the Perceptive Initial Term Loan to pay outstanding accrued interest to Marathon and (iv) used proceeds of the Perceptive Initial Term Loan to pay certain fees and expenses incurred in connection with the Perceptive Credit Facility of approximately \$1.3 million. In addition, on the Perceptive Closing Date, Marathon released the \$4.0 million of cash held in the debt service reserve account (see note 7 to the consolidated financial statements) to us.

Borrowings under the Perceptive Credit Agreement will bear interest at a rate per annum equal to 7.5% (the “Applicable Margin”) plus the greater of (i) one-month LIBOR and (ii) 3.5%; provided, however, that upon, and during the continuance of, an Event of Default, the Applicable Margin shall automatically increase by an additional 400 basis points. On the last day of each month during the term of the Perceptive Credit Facility, we will pay accrued interest to Perceptive. The rate of interest in effect as of the Perceptive Closing Date was 11.0%.

On the Perceptive Maturity Date, we will pay Perceptive the entire outstanding principal amount underlying the Perceptive Loans and any accrued and unpaid interest thereon. Prior to the Perceptive Maturity Date, there will be no scheduled principal payments on the Perceptive Loans. We may prepay outstanding principal on the Perceptive Loans at any time and from time to time upon three business days’ prior written notice, subject to the payment to Perceptive of, (A) any accrued but unpaid interest on the prepaid principal amount plus (B) a redemption premium amount equal to (i) 5.0% of the prepaid principal amount, if prepaid on or prior to the first anniversary of the Perceptive Closing Date, (ii) 4.0% of the prepaid principal amount, if prepaid after the first anniversary of the Perceptive Closing Date and on or prior to the second anniversary of the Perceptive Closing Date, or (iii) 3.0% of the prepaid principal amount, if prepaid after the second anniversary of the Perceptive Closing Date and on or prior to the third anniversary of the Perceptive Closing Date.

All of our obligations under the Perceptive Credit Agreement are secured by a first-priority lien and security interest in substantially all of our tangible and intangible assets, including intellectual property and all of the equity interests in our subsidiaries.

As consideration for the Perceptive Credit Agreement, we issued to Perceptive, on the Perceptive Closing Date, a warrant to purchase 1,360,000 shares of our Common Stock (the “Perceptive Warrant”). The Perceptive Warrant has an exercise price equal to \$3.28 per share, which is equal to the trailing 10-day volume weighted average price (“VWAP”) of our Common Stock on the business day immediately prior to the Perceptive Closing Date multiplied by 1.15 (the “Closing Date Exercise Price”); provided, however, that following the Perceptive Closing Date until March 31, 2019, if the Closing Date Exercise Price exceeds the Automatic Adjustment Exercise Price (as defined below), the exercise price will automatically be decreased to (A) the lesser of (i) the 10-day VWAP of the Common Stock immediately following our public announcement, in the event such announcement occurs on or prior to March 31, 2019, concerning the FDA classification of our January 4, 2019 response to the BIVIGAM CRL, or (ii) the public offering price per share of Common Stock in the event that we close a public offering of our Common Stock on or prior to March 31, 2019, multiplied by (B) 1.15 (such exercise price, the “Automatic Adjustment Exercise Price”). The Perceptive Warrant was valued by us at \$2.7 million as of the Perceptive Closing Date, and has an expiration date of February 11, 2029. Perceptive represented to us, among other things, that it was an “accredited investor” (as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”)), and we issued the Perceptive Warrant in reliance upon an exemption from registration contained in Section 4(2) under the Securities Act. The Perceptive Warrant and the shares of Common Stock issuable thereunder may not be offered, sold, pledged or otherwise transferred in the U.S. absent registration or an applicable exemption from the registration requirements under the Securities Act.

On June 18, 2018, we completed an underwritten public offering of 9,623,430 shares of our Common Stock for gross proceeds of \$46.0 million. We received net proceeds from this offering, after underwriters' commissions and other offering expenses, of \$42.9 million. The net proceeds have been and will continue to be used for (i) for continued remediation and ongoing improvement and enhancements at the Boca Facility, (ii) to submit the PAS for, and re-launch of, BIVIGAM, (iii) to resubmit the RI-002 BLA, (iv) for expenses associated with obtaining with FDA approval of our Kennesaw, GA plasma collection facility, and (v) for general corporate purposes, including capital expenditures.

On November 13, 2017, we completed an underwritten public offering of 19,523,255 shares of Common Stock for gross proceeds of \$42.0 million. Net proceeds from this offering, after payment of underwriting discounts and offering expenses of \$2.8 million, were \$39.2 million. The proceeds from this offering were used for (i) the purchase of raw material inventory and the ramp-up of our manufacturing capabilities, (ii) continued remediation of the issues identified in the RI-002 CRL and the Warning Letter and completion of our internal quality management systems overhaul, (iii) capital expenditures for the Boca Facility, (iv) product launch and medical education campaigns, (v) the build-out of our Kennesaw, GA plasma collection facility, (vi) research and development activities for our plasma collection programs and specialty plasma products, and (vii) working capital needs and general corporate purposes, including expenses associated with improving the FDA inspection classification relative to the Warning Letter, filing the BIVIGAM PAS and obtaining marketing clearance for the relaunch of BIVIGAM and re-filing the RI-002 BLA.

On October 10, 2017 (the "Marathon Closing Date"), we entered into a Credit Agreement (the "Marathon Credit Agreement") with Marathon Healthcare Finance Fund, L.P. ("Marathon") and Wilmington Trust, National Association, as the administrative agent for the Lender (the "Administrative Agent"). The Marathon Credit Agreement provided for a senior secured term loan facility in an aggregate amount of up to \$40.0 million (collectively, the "Marathon Credit Facility"), comprised of (i) a term loan made on the Marathon Closing Date in the principal amount of \$30.0 million (the "Tranche One Loan"), and (ii) an additional term loan to be made in the maximum principal amount not to exceed \$10.0 million (the "Tranche Two Loan" and, together with the Tranche One Loan, the "Marathon Loans"), which Tranche Two Loan availability was subject to the satisfaction of certain conditions. The Marathon Loans each had a maturity date of April 10, 2022 (the "Marathon Maturity Date"), subject to acceleration pursuant to the Marathon Credit Agreement, including upon an Event of Default (as defined in the Marathon Credit Agreement).

On the Marathon Closing Date, we used approximately \$17.0 million of the Tranche One Loan to retire and pay in full our previously existing credit facility, as amended, with Oxford Finance, LLC ("Oxford") and all of the obligations thereunder, including the end-of-term liability of \$1.8 million and prepayment penalties of \$0.2 million. We also (i) used \$5.5 million of the Tranche One Loan to pre-fund a debt service reserve account in accordance with the terms of the Marathon Credit Agreement, and (ii) paid diligence fees, legal and other expenses associated with the Marathon Credit Facility in the amount of approximately \$1.5 million, which fees exclude a deferred facility fee to Marathon equal to 9.20% of the Tranche One Loan payable at the earlier of the prepayment date or at maturity. The remaining \$6.0 million of proceeds was used for the continued remediation of the issues identified in the CRL and the Warning Letter and for general corporate purposes.

On the Marathon Closing Date, we issued a promissory note in favor of the Administrative Agent in the principal amount of \$30.0 million (the "Tranche One Note"), evidencing our indebtedness resulting from the Tranche One Loan. Borrowings under the Marathon Credit Agreement bore interest at a rate per annum equal to LIBOR plus 9.50% with a 1% LIBOR floor. During an Event of Default under the Marathon Credit Agreement, the outstanding amount of indebtedness under the Marathon Credit Agreement would bear interest at a rate per annum equal to the interest rate then applicable to the borrowings under the Marathon Credit Agreement plus 5% per annum. Quarterly cash interest payments were due the first business day of each March, June, September and December, beginning on December 1, 2017. During the years ended December 31, 2018 and 2017, the interest rate on the Tranche One Note ranged from 10.86% to 12.24%.

We were required to pay Marathon a facility fee in an amount equal to 9.20% of the amount funded, or \$2.8 million, payment of which was deferred until the earlier of the prepayment date or the Marathon Maturity Date pursuant to the terms of the Marathon Credit Agreement. As such, we paid this facility fee to Marathon on the Perceptive Closing Date. Commencing on October 10, 2020, and on the first business day of each month, we would have been required to make principal payments on the Tranche One Loan in equal monthly installments over 18 months, subject to certain conditions in the Marathon Credit Agreement.

As consideration for the Marathon Credit Agreement, we issued warrants to purchase an aggregate of 339,301 shares of our Common Stock to Marathon and certain of Marathon’s affiliates (the “Marathon Warrants”). The Marathon Warrants, which we valued at \$0.6 million, have (i) an exercise price equal to \$3.0946, which was the trailing 10-day VWAP of our Common Stock prior to the Marathon Closing Date, and (ii) an expiration date of October 10, 2024. We issued the Marathon Warrants in reliance upon an exemption from registration contained in Section 4(2) under the Securities Act. The Marathon Warrants and the shares of Common Stock issuable thereunder may not be offered, sold, pledged or otherwise transferred in the U.S. absent registration or an applicable exemption from the registration requirements under the Securities Act.

In June 2017, we received \$27.5 million in connection with the Biotest Transaction, comprised of \$12.5 million in cash from BPC and an unsecured subordinated 6% note payable to Biotest in the amount of \$15.0 million. Also in June 2017, BPC provided us with a firm equity commitment to invest up to an additional \$12.5 million in our future equity financings, and this commitment was invested in the foregoing November 2017 public offering of Common Stock.

### Cash Flows

The following table sets forth a summary of our cash flows for the periods indicated:

	<b>Year Ended December 31,</b>	
	<b>2018</b>	<b>2017</b>
Net cash used in operating activities	\$ (62,678,682)	\$ (37,271,774)
Net cash (used in) provided by investing activities	(2,095,600)	15,213,856
Net cash provided by financing activities	42,921,560	60,750,625
Net change in cash and cash equivalents	(21,852,722)	38,692,707
Cash and cash equivalents, including restricted cash - beginning of year	48,607,574	9,914,867
Cash and cash equivalents, including restricted cash - end of year	<u>\$ 26,754,852</u>	<u>\$ 48,607,574</u>

### Cash Flows from Operating Activities

The following table illustrates the primary components of our cash flows from operations:

	<b>Year Ended December 31,</b>	
	<b>2018</b>	<b>2017</b>
Net loss	\$ (65,743,445)	\$ (43,758,975)
Non-cash expenses, gains and losses	6,753,203	6,769,443
Changes in accounts receivable	2,487,713	(2,862,127)
Changes in inventories	(5,987,988)	589,318
Changes in prepaid expenses and other current assets	(540,509)	(941,272)
Changes in accounts payable and accrued expenses	386,504	3,426,549
Other	(34,160)	(494,710)
Cash used in operations	<u>\$ (62,678,682)</u>	<u>\$ (37,271,774)</u>

Cash used in operations increased by \$25.4 million for the year ended December 31, 2018 as compared to the year ended December 31, 2017, mainly due to the higher net loss.



### ***Cash Flows from Investing Activities***

Net cash used in investing activities for the year ended December 31, 2018 was \$2.1 million, as compared to net cash provided by investing activities of \$15.2 million for the year ended December 31, 2017, which reflects the \$12.5 million cash received by us in connection with the Biotest Transaction and the redemptions of short-term investments in the amount of \$5.4 million, partially offset by capital expenditures in the amount of \$2.7 million. Although we have no specific material commitments for capital expenditures as of December 31, 2018, we expect our total capital expenditures will be between \$3.0 million and \$5.0 million for fiscal 2019.

### ***Cash Flows from Financing Activities***

Net cash provided by financing activities was \$42.9 million for the year ended December 31, 2018 and was primarily the result of the June 2018 public offering of our Common Stock. Net cash provided by financing activities totaled \$60.8 million for the year ended December 31, 2017, consisting primarily of \$39.2 million of net proceeds from a public offering of Common Stock, \$15.0 million received from the issuance of the note payable to Biotest and the refinancing of the Oxford indebtedness with the Marathon Credit Facility, which resulted in net proceeds of approximately \$11.5 million, partially offset by repayments on the principal balances of our notes payable to Oxford in the amount of \$5.0 million.

### **Effect of Inflation**

Inflation did not have a significant impact on ADMA's net sales, revenues or income from continuing operations in 2017 or 2018.

### **Off-Balance Sheet Arrangements**

None.

### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

Not applicable.

### **Item 8. Financial Statements and Supplementary Data**

Our financial statements required to be filed pursuant to this Item 8 appear in a separate section of this Annual Report on Form 10-K, beginning on page F-1.

### **Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure**

None.

### **Item 9A. Controls and Procedures**

#### **Disclosure Controls and Procedures**

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2018. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of December 31, 2018, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

## **Management’s Annual Report on Internal Control Over Financial Reporting**

Management’s annual report on internal control over financial reporting (as defined in Rule 13a- 15(f) under the Exchange Act) is included with the financial statements reflected in Item 8 of this Annual Report on Form 10-K and is incorporated herein by reference.

## **Attestation Report of the Registered Public Accounting Firm**

CohnReznick LLP, our independent registered public accounting firm, which has audited the consolidated financial statements included in this Annual Report on Form 10-K, has also issued an audit attestation report on the effectiveness of our internal control over financial reporting as of December 31, 2018. Their report is included with the financial statements contained in Item 8 of this Annual Report on Form 10-K and is incorporated herein by reference.

## **Changes in Internal Control Over Financial Reporting**

There has been no change in our internal control over financial reporting during the quarter ended December 31, 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## **Item 9B. Other Information**

None.

## **PART III**

## **Item 10. Directors, Executive Officers and Corporate Governance**

Information required to be disclosed by this Item with respect to our executive officers is incorporated into this Annual Report on Form 10-K by reference from the section entitled “Executive Officers and Director and Officer Compensation: Executive Officers” contained in our definitive proxy statement for our 2019 annual meeting of stockholders, which we intend to file within 120 days of the end of our fiscal year ended December 31, 2018.

Information required to be disclosed by this Item about our Board is incorporated into this Annual Report on Form 10-K by reference from the section entitled “Proposal No. 1: Election of Directors” contained in our definitive proxy statement for our 2019 annual meeting of stockholders, which we intend to file within 120 days of the end of our fiscal year ended December 31, 2018.

Information required to be disclosed by this Item about the Section 16(a) compliance of our directors and executive officers is incorporated into this Annual Report on Form 10-K by reference from the section entitled “Section 16(a) Beneficial Ownership Reporting Compliance” contained in our definitive proxy statement for our 2019 annual meeting of stockholders, which we intend to file within 120 days of the end of our fiscal year ended December 31, 2018.

Information required to be disclosed by this Item about our Board, the Audit Committee of our Board, our audit committee financial expert, our Code of Ethics and Business Conduct Standards, and other corporate governance matters is incorporated into this Annual Report on Form 10-K by reference from the section entitled “Corporate Governance” contained in our definitive proxy statement for our 2019 annual meeting of stockholders, which we intend to file within 120 days of the end of our fiscal year ended December 31, 2018.

The text of our Code of Ethics and Business Conduct Standards, which applies to our directors and employees (including our principal executive officer, principal financial officer, and principal accounting officer or controller, and persons performing similar functions), is posted in the “Corporate Governance” section of the Investors section of our website, <http://www.admabiologics.com/>. A copy of the Code of Ethics and Business Conduct Standards can be obtained free of charge on our website. We intend to disclose on our website any amendments to, or waivers from, our Code of Ethics and Business Conduct Standards that are required to be disclosed pursuant to the rules of the SEC and The Nasdaq Stock Market.

The information presented on our website is not a part of this Annual Report on Form 10-K and the reference to our website is intended to be an inactive textual reference only.

#### **Item 11. Executive Compensation**

Information required to be disclosed by this Item is incorporated into this Annual Report on Form 10-K by reference from the section entitled “Executive Officers and Director and Officer Compensation” contained in our definitive proxy statement for our 2019 annual meeting of stockholders, which we intend to file within 120 days of the end of our fiscal year ended December 31, 2018.

#### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

Information required to be disclosed by this Item is incorporated into this Annual Report on Form 10-K by reference from the sections entitled “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” contained in our definitive proxy statement for our 2019 annual meeting of stockholders, which we intend to file within 120 days of the end of our fiscal year ended December 31, 2018.

#### **Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required to be disclosed by this Item is incorporated in this Annual Report on Form 10-K by reference from the section entitled “Certain Relationships and Related Transactions, and Director Independence” contained in our definitive proxy statement for our 2019 annual meeting of stockholders, which we intend to file within 120 days of the end of our fiscal year ended December 31, 2018.

#### **Item 14. Principal Accounting Fees and Services**

The information required to be disclosed by this Item is incorporated into this Annual Report on Form 10-K by reference from the section entitled “Audit and Other Fees” contained in our definitive proxy statement for our 2019 annual meeting of stockholders, which we intend to file within 120 days of the end of our fiscal year ended December 31, 2018.

**PART IV**

**Item 15. Exhibits, Financial Statement Schedules**

**Financial Statement Schedules**

(a) The following documents are filed as part of this Annual Report on Form 10-K:

(1) Consolidated Financial Statements.

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Report of Independent Registered Public Accounting Firm	F-4
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(2) Financial Statement Schedules.

Required information is included in the footnotes to the financial statements.

(3) Exhibits.

See Exhibit Index immediately following the financial statements to this Annual Report on Form 10-K.

**Item 16. Form 10-K Summary**

None.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**ADMA Biologics, Inc.**

Date: March 13, 2019

By: /s/ Adam S. Grossman

Name: Adam S. Grossman

Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Adam S. Grossman</u> Adam S. Grossman	President and Chief Executive Officer (Principal Executive Officer)	March 13, 2019
<u>/s/ Brian Lenz</u> Brian Lenz	Executive Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	March 13, 2019
<u>/s/ Steven A. Elms</u> Steven A. Elms	Chairman of the Board of Directors and Director	March 13, 2019
<u>/s/ Dr. Jerrold B. Grossman</u> Dr. Jerrold B. Grossman	Vice Chairman of the Board of Directors and Director	March 13, 2019
<u>/s/ Bryant E. Fong</u> Bryant E. Fong	Director	March 13, 2019
<u>/s/ Dov A. Goldstein, M.D.</u> Dov A. Goldstein, M.D.	Director	March 13, 2019
<u>/s/ Lawrence P. Guiheen</u> Lawrence P. Guiheen	Director	March 13, 2019
<u>/s/ Eric I. Richman</u> Eric I. Richman	Director	March 13, 2019

**ADMA BIOLOGICS, INC. AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS**

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**Management’s Annual Report on Internal Control Over Financial Reporting**

The Management of ADMA Biologics, Inc. (the “Company”) is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934, as amended, as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and includes those policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. GAAP, and that receipts and expenditures of our company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our company's assets that could have a material effect on the financial statements.

Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements prepared for external purposes in accordance with U.S. GAAP. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management, with the participation of the Company’s Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of its internal control over financial reporting as of December 31, 2018. In making this assessment, management used the criteria set forth in the Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on its assessment, management concluded that the Company’s internal control over financial reporting was effective as of December 31, 2018 based on those criteria.

Our independent registered public accounting firm, which has audited the consolidated financial statements included in this Annual Report on Form 10-K, has also issued an audit report on the effectiveness of our internal control over financial reporting as of December 31, 2018. Their report appears on page F-3 of this Annual Report on Form 10-K.

/s/ Adam S. Grossman  
President and Chief Executive Officer  
March 13, 2019

/s/ Brian Lenz  
Executive Vice President and Chief Financial Officer  
March 13, 2019

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and  
Stockholders of ADMA Biologics, Inc.

**Opinion on Internal Control over Financial Reporting**

We have audited ADMA Biologics, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, ADMA Biologics, Inc. and subsidiaries (the "Company") maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control-Integrated Framework (2013)* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (the "PCAOB"), the consolidated balance sheets as of December 31, 2018 and 2017, and the related statements of operations, stockholders' equity(deficit), and cash flows for the years then ended of the Company, and the related notes, and our report, which includes an explanatory paragraph relating to the Company's ability to continue as a going concern, dated March 13, 2019, expressed an unqualified opinion.

**Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

**Definition and Limitations of Internal Control over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ CohnReznick LLP  
Roseland, New Jersey  
March 13, 2019

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and  
Stockholders of ADMA Biologics, Inc.

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of ADMA Biologics, Inc. and subsidiaries (the “Company”) as of December 31, 2018 and 2017, and the related consolidated statements of operations, changes in stockholders’ equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company’s internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated March 13, 2019, expressed an unqualified opinion.

**Substantial Doubt about the Company’s Ability to Continue as a Going Concern**

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As further discussed in Note 1 to the accompanying consolidated financial statements, management believes that the Company will continue to incur net losses and negative net cash flows from operating activities through the drug development, approval and commercialization preparation process. These conditions raise substantial doubt about the Company’s ability to continue as a going concern. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

**Basis for Opinion**

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ CohnReznick LLP

We have served as the Company’s auditor since 2008.

Roseland, New Jersey

March 13, 2019

**ADMA BIOLOGICS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**December 31, 2018 and 2017**

	<b>December 31, 2018</b>	<b>December 31, 2017</b>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 22,754,852	\$ 43,107,574
Accounts receivable, net	1,392,441	3,880,154
Inventories	18,616,169	12,628,181
Prepaid expenses and other current assets	1,766,163	1,225,654
Restricted cash	—	1,500,000
Total current assets	44,529,625	62,341,563
Property and equipment, net	30,115,730	30,466,858
Intangible assets, net	4,004,412	4,849,350
Goodwill	3,529,509	3,529,509
Assets to be transferred under purchase agreement	1,153,508	1,496,410
Restricted cash	4,000,000	4,000,000
Deposits and other assets	1,543,737	1,335,143
<b>TOTAL ASSETS</b>	<b>\$ 88,876,521</b>	<b>\$ 108,018,833</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 5,900,394	\$ 5,920,873
Accrued expenses and other current liabilities	3,551,835	3,376,476
Current portion of deferred revenue	142,834	142,834
Current portion of capital lease obligation	29,983	—
Total current liabilities	9,625,046	9,440,183
Notes payable, net of discount	26,440,830	25,368,458
End of term liability, notes payable	2,760,000	2,760,000
Deferred revenue, net of current portion	2,404,365	2,547,199
Note payable - related party, net of discount	14,874,184	14,842,396
Obligation to transfer assets under purchase agreement	12,621,844	12,621,844
Capital lease obligation	119,080	—
Other non-current liabilities	260,734	105,996
<b>TOTAL LIABILITIES</b>	<b>69,106,083</b>	<b>67,686,076</b>
<b>COMMITMENTS AND CONTINGENCIES</b>		
<b>STOCKHOLDERS' EQUITY</b>		
Preferred Stock, \$0.0001 par value, 10,000,000 shares authorized, no shares issued and outstanding	—	—
Common Stock - voting, \$0.0001 par value, 75,000,000 shares authorized, 46,353,068 and 36,725,499 shares issued and outstanding	4,635	3,673
Common Stock - non-voting, \$0.0001 par value, 8,591,160 shares authorized, 0 and 8,591,160 shares issued and outstanding	—	859
Additional paid-in capital	236,203,041	191,022,018
Accumulated deficit	(216,437,238)	(150,693,793)
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<b>19,770,438</b>	<b>40,332,757</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 88,876,521</b>	<b>\$ 108,018,833</b>

The accompanying notes are an integral part of these consolidated financial statements.

**ADMA BIOLOGICS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**Years Ended December 31, 2018 and 2017**

	<b>Years Ended December 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>REVENUES:</b>		
Product revenue	\$ 16,842,456	\$ 15,617,726
License revenue	142,834	142,834
Other revenue	—	7,000,000
<b>Total Revenues</b>	<b>16,985,290</b>	<b>22,760,560</b>
<b>OPERATING EXPENSES:</b>		
Cost of product revenue (exclusive of amortization expense shown below)	42,194,635	29,164,321
Research and development	3,926,120	5,570,029
Plasma center operating expenses	7,805,619	6,503,750
Asset impairment charge	—	845,389
Amortization of intangible assets	844,938	1,234,674
Selling, general and administrative	22,502,922	18,752,393
<b>Total operating expenses</b>	<b>77,274,234</b>	<b>62,070,556</b>
<b>LOSS FROM OPERATIONS</b>	<b>(60,288,944)</b>	<b>(39,309,996)</b>
<b>OTHER INCOME (EXPENSE):</b>		
Interest income	195,403	57,228
Interest expense	(5,522,783)	(3,285,847)
Loss on extinguishment of debt	—	(1,210,216)
Other expense	(127,121)	(10,144)
<b>Other expense, net</b>	<b>(5,454,501)</b>	<b>(4,448,979)</b>
<b>NET LOSS</b>	<b>\$ (65,743,445)</b>	<b>\$ (43,758,975)</b>
<b>BASIC AND DILUTED LOSS PER COMMON SHARE</b>	<b>\$ (1.45)</b>	<b>\$ (1.91)</b>
<b>WEIGHTED AVERAGE COMMON SHARES OUTSTANDING:</b>		
<b>Basic and Diluted</b>	<b>45,188,899</b>	<b>22,896,042</b>

The accompanying notes are an integral part of these consolidated financial statements.

**ADMA BIOLOGICS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIT)**  
**Years Ended December 31, 2018 and 2017**

	<b>Common Stock</b>				<b>Additional Paid-in Capital</b>	<b>Accumulated Deficit</b>	<b>Total Stockholders' Equity (Deficit)</b>
	<b>Voting</b>		<b>Non-Voting</b>				
	<b>Shares</b>	<b>Amount</b>	<b>Shares</b>	<b>Amount</b>			
Balance at December 31, 2016	12,886,741	\$ 1,289	—	\$ —	\$ 102,476,267	\$ (106,934,818)	\$ (4,457,262)
Stock-based compensation	—	—	—	—	1,561,659	—	1,561,659
Shares issued in connection with acquisition	4,295,580	430	8,591,160	859	47,164,179	—	47,165,468
Warrants issued in connection with note payable	—	—	—	—	614,513	—	614,513
Issuance of common stock, net of offering expenses	19,523,255	1,952	—	—	39,197,898	—	39,199,850
Stock options exercised	19,923	2	—	—	7,502	—	7,504
Net loss	—	—	—	—	—	(43,758,975)	(43,758,975)
Balance at December 31, 2017	36,725,499	3,673	8,591,160	859	191,022,018	(150,693,793)	40,332,757
Stock-based compensation	—	—	—	—	2,223,288	—	2,223,288
Issuance of common stock, net of offering expenses	9,623,430	962	—	—	42,943,869	—	42,944,831
Stock options exercised	4,139	—	—	—	13,007	—	13,007
Retirement of non-voting common stock	—	—	(8,591,160)	(859)	859	—	—
Net loss	—	—	—	—	—	(65,743,445)	(65,743,445)
Balance at December 31, 2018	<u>46,353,068</u>	<u>\$ 4,635</u>	<u>—</u>	<u>\$ —</u>	<u>\$ 236,203,041</u>	<u>\$ (216,437,238)</u>	<u>\$ 19,770,438</u>

The accompanying notes are an integral part of these consolidated financial statements.



**ADMA BIOLOGICS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**Years Ended December 31, 2018 and 2017**

	<b>Years Ended December 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (65,743,445)	\$ (43,758,975)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	3,446,398	2,692,301
Loss on disposal of fixed assets	122,190	10,144
Stock-based compensation	2,223,288	1,561,659
Asset impairment charge	—	845,389
Amortization of debt discount	1,104,161	781,567
Loss on extinguishment of debt		1,021,216
Amortization of license revenue	(142,834)	(142,834)
Changes in operating assets and liabilities, net of acquisition:		
Accounts receivable	2,487,713	(2,862,126)
Inventories	(5,987,988)	589,318
Prepaid expenses and other current assets	(540,509)	(941,272)
Deposits and other assets	(208,594)	(482,894)
Accounts payable	(20,480)	2,812,066
Accrued expenses	406,984	614,483
Other current and non-current liabilities	174,434	(11,816)
Net cash used in operating activities	<u>(62,678,682)</u>	<u>(37,271,774)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Sales of short-term investments	—	5,390,184
Purchase of property and equipment	(2,095,600)	(2,676,328)
Cash acquired in acquisition transaction	—	12,500,000
Net cash (used in) provided by investing activities	<u>(2,095,600)</u>	<u>15,213,856</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Principal payments on notes payable	—	(20,000,000)
Payment of end of end of term fee	—	(1,790,000)
Proceeds from issuance of common stock, net of offering expenses	42,944,831	39,199,850
Proceeds from the exercise of stock options	13,007	7,504
Proceeds from issuance of related party note payable	—	15,000,000
Proceeds from issuance of note payable	—	30,000,000
Payment of debt issuance costs	—	(1,650,170)
Payments on capital lease obligations	(16,581)	—
Payments of leasehold improvement loan	(19,697)	(16,559)
Net cash provided by financing activities	<u>42,921,560</u>	<u>60,750,625</u>
<b>Net (decrease) increase in cash and cash equivalents</b>	<b>(21,852,722)</b>	<b>38,692,707</b>
<b>Cash and cash equivalents, including restricted cash - beginning of year</b>	<b>48,607,574</b>	<b>9,914,867</b>
<b>Cash and cash equivalents, including restricted cash - end of year</b>	<b><u>\$ 26,754,852</u></b>	<b><u>\$ 48,607,574</u></b>

The accompanying notes are an integral part of these consolidated financial statements.

**ADMA BIOLOGICS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2018 AND 2017**

**1. ORGANIZATION AND BUSINESS**

ADMA Biologics, Inc. (“ADMA” or the “Company”) is a vertically integrated commercial biopharmaceutical and specialty immunoglobulin company that manufactures, markets and develops specialty plasma-derived biologics for the treatment of immune deficiencies and the prevention and treatment of certain infectious diseases. The Company’s targeted patient populations include immune-compromised individuals who suffer from an underlying immune deficiency disorder or who may be immune-suppressed for medical reasons. ADMA operates through its wholly-owned subsidiaries ADMA BioManufacturing, LLC (“ADMA BioManufacturing”) and ADMA Bio Centers Georgia Inc. (“ADMA Bio Centers”). ADMA BioManufacturing was formed in January 2017 to facilitate the acquisition of the Biotest Therapy Business Unit (“BTBU”) from Biotest Pharmaceuticals Corporation (“BPC” and, together with Biotest AG, “Biotest”) as more fully described below. ADMA Bio Centers is the Company’s source plasma collection business with, as of December 31, 2018, plasma collection facilities located in Norcross, GA, Marietta, GA and Kennesaw, GA, all of which hold approved licenses with the U.S. Food and Drug Administration (the “FDA”). Effective January 1, 2019, in connection with the Biotest Transaction defined below, the Company transferred its Norcross, GA and Marietta, GA plasma collection facilities to BPC (see Notes 3 and 17).

As more fully discussed in Note 3, on June 6, 2017, ADMA completed the acquisition of certain assets (the “Biotest Assets”) of BTBU, which included two FDA-licensed products, Nabi-HB (Hepatitis B Immune Globulin, Human) and BIVIGAM (Immune Globulin Intravenous, Human), and a plasma fractionation manufacturing facility located in Boca Raton, FL (the “Boca Facility”) (the “Biotest Transaction”). In addition to Nabi-HB and BIVIGAM, the Company provides contract manufacturing services for certain clients and expects to generate revenues from the sale of intermediate by-products which result from the immunoglobulin production process. The Boca Facility is FDA-licensed and certified by the German Health Authority. Immediately following the closing of the Biotest Transaction, the Biotest Assets were contributed into ADMA BioManufacturing.

Nabi-HB is a hyperimmune globulin that is rich in antibodies to the Hepatitis B virus. Nabi-HB is indicated for the treatment of acute exposure to blood containing hepatitis B surface antigen (“HBsAg”), prenatal exposure to infants born to HBsAg-positive mothers, sexual exposure to HBsAg-positive persons and household exposure to persons with acute Hepatitis B virus infection. FDA approval for Nabi-HB was received on March 24, 1999. Under ADMA’s ownership, production of Nabi-HB resumed during the third quarter of 2017, resulting in ongoing commercial revenues.

BIVIGAM is an intravenous immune globulin indicated for the treatment of primary humoral immunodeficiency. FDA approval for BIVIGAM was received on December 19, 2012, and product sales commenced in the first quarter of 2013. In December 2016, Biotest temporarily suspended the commercial production of BIVIGAM in order to focus on the completion of planned improvements to the manufacturing process. ADMA resumed production of BIVIGAM during the fourth quarter of 2017. During the second half of 2018, the Company submitted a Prior Approval Supplement (the “PAS”) with the FDA for BIVIGAM to amend its FDA-approved Biologics License Application (“BLA”) which, once approved, would enable the Company to relaunch and commercialize this product in the U.S. Although the Company believes that the FDA is actively reviewing the PAS submission for BIVIGAM drug substance and the related documents that the Company has provided to the FDA subsequent to the original PAS submission, the Company cannot provide any assurance or predict with certainty the schedule for when the Company will, if at all, receive authorization from the FDA with respect to the PAS. In addition, the anticipated relaunch of BIVIGAM is dependent upon the timing of certain FDA decisions, production slots available with the Company’s contract fill/finish provider, approvals that may need to be obtained for product labeling as well as other commercial requirements and regulatory factors.

**ADMA BIOLOGICS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2018 AND 2017**

Prior to the closing of the Biotest Transaction in June 2017, BTBU was the Company's third-party manufacturer for its lead pipeline product candidate, RI-002, for the treatment of Primary Immune Deficiency Disease ("PIDD"). In the third quarter of 2015, the FDA accepted for review the Company's BLA for RI-002 (the "RI-002 BLA") for the treatment of PIDD. In July 2016, the FDA issued a Complete Response Letter (the "CRL") to the Company for the RI-002 BLA (the "RI-002 CRL"). The RI-002 CRL reaffirmed the issues set forth in the November 2014 warning letter (the "Warning Letter") that had been issued by the FDA to Biotest related to certain compliance issues identified at the Boca Facility, but did not cite any concerns with the clinical safety or efficacy data for RI-002 submitted in the RI-002 BLA, nor did the FDA request any additional clinical studies be completed prior to FDA approval of RI-002. The FDA identified in the RI-002 CRL, among other things, certain outstanding inspection issues and deficiencies related to chemistry, manufacturing and controls and Good Manufacturing Practices at the Boca Facility and certain of the Company's third-party vendors, and requested documentation of corrections for a number of these issues. The FDA indicated in the RI-002 CRL that it cannot grant final approval of the RI-002 BLA until, among other things, these deficiencies are resolved. Upon the completion of the Biotest Transaction, ADMA gained control over the regulatory, quality, general operations and drug substance manufacturing process at the Boca Facility. In April 2018, the FDA inspected the Boca Facility and in July 2018 the Company's FDA status with respect to the Boca Facility improved from Official Action Indicated to Voluntary Action Indicated, and the Company determined that this inspection of the Boca Facility was successfully closed out. Upon the Company's receipt of the improved FDA compliance status, the Company responded to the CRL through resubmitting the RI-002 BLA on September 28, 2018. Upon approval of the RI-002 BLA by the FDA, if received, the Company intends to commercialize RI-002. The Company cannot provide any assurances or predict with certainty the schedule for when the Company will, if at all, receive approval from the FDA for the RI-002 BLA.

As of December 31, 2018, the Company had working capital of \$34.9 million, including \$22.8 million of cash and cash equivalents. Based upon the Company's projected revenue and expenditures for 2019, including continued implementation of the Company's commercialization and expansion activities, the proceeds from the refinancing of the Company's senior debt and release of funds from the debt service reserve account in February 2019 (see Notes 7 and 17), as well as certain other assumptions, the Company's management currently believes that its cash, cash equivalents, projected revenue and accounts receivable, along with the \$27.5 million it anticipates being able to draw down under its senior credit facility, which is contingent upon, among other things, the FDA approval of either the BIVIGAM PAS or the RI-002 BLA (see Note 17), will be sufficient to fund ADMA's operations, as currently conducted, into the fourth quarter of 2019. In order to have sufficient cash to fund its operations thereafter and to continue as a going concern, the Company will need to raise additional capital by the fourth quarter of 2019. However, if the Company does not receive FDA approval of either the BIVIGAM PAS or the RI-002 BLA, management believes that the Company's cash balance will be sufficient to fund ADMA's operations, as currently conducted, into the third quarter of 2019, and the Company will be required to raise additional capital by the third quarter of 2019. These estimates may change based upon how quickly the Company is able to obtain FDA approval for BIVIGAM and RI-002, commercial manufacturing ramp-up activities and the various financing options being explored. The Company currently has no firm commitments for additional financing, and there can be no assurances that the Company will be able to secure additional financing on terms that are acceptable to the Company, or at all. Furthermore, if the Company's assumptions underlying its estimated expenses and revenues are incorrect, it may have to raise additional capital sooner than currently anticipated.

Due to numerous risks and uncertainties associated with FDA approval of the Company's products, ongoing remediation and capacity expansion efforts at the Company's Boca Facility and potential future commercialization of the Company's products and product candidates, the Company is unable to estimate with certainty the amounts of increased capital outlays and operating expenditures required to fund its development activities. The Company's current estimates may be subject to change as circumstances regarding its business requirements evolve. The Company may decide to raise capital through public or private equity offerings or debt financings, or obtain a bank credit facility or corporate collaboration and licensing arrangements. The sale of additional equity or debt securities, if convertible, could result in dilution to the Company's stockholders and, in such event, the value and potential future market price of its common stock may decline. The incurrence of additional indebtedness would result in increased fixed obligations and could also result in covenants that would restrict the Company's operations or other financing alternatives. Failure to secure any necessary financing in a timely manner and on commercially reasonable terms could have a material adverse effect on the Company's business plan and financial performance and it could be forced to delay or discontinue its product development, clinical trial or commercialization activities, delay or discontinue the approval efforts for any of the Company's potential products or potentially cease operations. The Company has reported cumulative losses since inception in June 2004 through December 31, 2018 of \$216.4 million. Management believes that the Company will continue to incur net losses and negative net cash flows from operating activities to fund its operations and meet its obligations on a timely basis through the foreseeable future. As such, these factors raise substantial doubt about the Company's ability to continue as a going concern. The accompanying consolidated financial statements do not include any adjustments related to the recoverability and classification of asset carrying amounts and the classification of liabilities that might be necessary from the outcome of this uncertainty.

**ADMA BIOLOGICS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2018 AND 2017**

In February 2019, the Company refinanced its senior debt (see Note 17) whereby the Company received net proceeds of approximately \$4.4 million, and an additional \$4.0 million, which was reflected as restricted cash in the accompanying consolidated balance sheet at December 31, 2018 (see Notes 2 and 7), was released by the Company's then-senior creditor to the Company.

**2. SIGNIFICANT ACCOUNTING POLICIES**

Principles of Consolidation and Basis of presentation

The accompanying consolidated financial statements include the accounts of ADMA and its wholly-owned subsidiaries, and have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") and in accordance with Article 8 of Regulation S-X of the Securities and Exchange Commission (the "SEC"). All intercompany balances have been eliminated in consolidation. Any reference in these notes to applicable guidance is meant to refer to U.S. GAAP as found in the Accounting Standards Codification ("ASC") and Accounting Standards Updates ("ASU") of the Financial Accounting Standards Board (the "FASB").

During the years ended December 31, 2018 and 2017, comprehensive loss was equal to the net loss amounts presented for the respective periods in the accompanying consolidated statements of operations. In addition, certain prior year balances have been reclassified to conform to the current presentation. Specifically, spare parts used for the Company's manufacturing and laboratory equipment in the amount of \$0.8 million at December 31, 2017 have been reclassified from Prepaid expenses and other current assets to Deposits and other assets in the accompanying consolidated balance sheets, and \$0.7 million of operating expenses for the year ended December 31, 2017 have been reclassified from Research and development expenses to Selling, general and administrative expenses in the accompanying consolidated statements of operations.

Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates include the fair value of assets acquired and liabilities assumed in a business combination, realizable value of accounts receivable, valuation of inventory, assumptions used in the fair value of awards granted under the Company's equity incentive plans and warrants issued in connection with the issuance of notes payable and the valuation allowance for the Company's deferred tax assets.

Cash and cash equivalents

The Company considers all highly-liquid instruments purchased with a maturity of three months or less to be cash equivalents. From time to time, the Company may purchase certificates of deposit with maturity schedules of three, six, nine and twelve months. Instruments with original maturities greater than three months but less than twelve months are included in short-term investments.

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The Company regularly maintains cash and cash equivalents at third-party financial institutions in excess of the Federal Deposit Insurance Corporation insurance limit. Although the Company monitors the daily cash balances in the operating accounts and adjusts the balances as appropriate, these balances could be impacted, and there could be a material adverse effect on the Company's business, if one or more of the financial institutions with which the Company has deposits fails or is subject to other adverse conditions in the financial or credit markets. To date, the Company has not experienced a loss or lack of access to its invested cash or cash equivalents; however, the Company cannot provide assurance that access to its invested cash and cash equivalents will not be impacted by adverse conditions in the financial and credit markets in the future.

Restricted cash

Restricted cash consists of cash held in a reserve account as required by the terms of the Company's senior lending agreement (see Note 7).

Accounts receivable

Accounts receivable are reported at realizable value, net of allowances for contractual credits and doubtful accounts, which are recognized in the period the related revenue is recorded.

Inventories

Inventories, including plasma intended for resale and plasma intended for internal use in the Company's research and development and future anticipated commercialization activities, are carried at the lower of cost or net realizable value determined by the first-in, first-out method. Although the Company expects that BIVIGAM and RI-002 inventory manufactured during 2017 and 2018 will ultimately be available for commercial sale, due to uncertainties surrounding the Warning Letter, the PAS and the RI-002 BLA, resolution of which are dependent upon action by the FDA prior to this inventory being available for commercial sale, all costs related to the production of BIVIGAM and RI-002 during the years ended December 31, 2018 and 2017 have been charged to cost of product revenue in the accompanying consolidated statements of operations.

Property and equipment

Assets comprising property and equipment (see Note 5) are stated at cost less accumulated depreciation. Depreciation is calculated using the straight-line method over the asset's estimated useful life. Land is not depreciated. The buildings have been assigned a useful life of 30 years. Property and equipment other than land and buildings have useful lives ranging from 3 to 15 years. Leasehold improvements are amortized over the lesser of the lease term or their estimated useful lives.

Goodwill

Goodwill represents the excess of purchase price over the fair value of net assets acquired by the Company. Goodwill at December 31, 2018 and 2017 was \$3.5 million, all of which is attributable to the Company's ADMA BioManufacturing business segment. The following table presents the changes in the carrying amount of goodwill during the years ended December 31, 2018 and 2017:

Balance as of January 1, 2017	\$	—
Goodwill recorded in connection with the acquisition of the Biotest Assets		3,529,509
Balance as of December 31, 2018 and 2017	\$	<u>3,529,509</u>

Goodwill is not amortized, but is assessed for impairment on an annual basis or more frequently if impairment indicators exist. The Company has the option to perform a qualitative assessment of goodwill to determine whether it is more likely than not that the fair value of its reporting unit is less than its carrying amount, including goodwill and other intangible assets. If the Company concludes that this is the case, then it must perform a goodwill impairment test by comparing the fair value of the reporting unit to its carrying value. An impairment charge is recorded to the extent the reporting unit's carrying value exceeds its fair value. The impairment loss recognized would not exceed the total amount of goodwill allocated to that reporting unit. The Company's impairment analyses as of October 1, 2018 and 2017 did not result in any impairment charges related to goodwill for the years ending December 31, 2018 and 2017.

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Impairment of long-lived assets

The Company assesses the recoverability of its long-lived assets, which include property and equipment and definite-lived intangible assets, whenever significant events or changes in circumstances indicate impairment may have occurred. If indicators of impairment exist, projected future undiscounted cash flows associated with the asset are compared to its carrying amount to determine whether the asset's carrying value is recoverable. Any resulting impairment is recorded as a reduction in the carrying value of the related asset in excess of fair value and a charge to operating results. For the year ended December 31, 2018, the Company determined that there was no impairment of its long-lived assets. For the year ended December 31, 2017, the Company recorded an impairment charge in the amount of \$0.8 million related to assets acquired in the Biotest Transaction.

Revenue recognition

Revenues for the years ended December 31, 2018 and 2017 are comprised of (i) revenues from the sale of Nabi-HB, (ii) product revenues from the sale of human plasma collected from the Company's Plasma Collection Centers business segment; and (iii) license and other revenues primarily attributable to the out-licensing of RI-002 to Biotest to market and sell this product in Europe and selected countries in North Africa and the Middle East. Biotest has provided the Company with certain services and financial payments in accordance with the related Biotest license agreement and is obligated to pay the Company certain amounts in the future if certain milestones are achieved. Deferred revenue is recognized over the term of the Biotest license. Deferred revenue is amortized into income for a period of approximately 22 years, the term of the Biotest license agreement. In addition, revenues for the year ended December 31, 2017 also include revenues related to a contract manufacturing agreement (see Note 6)

Product revenue is recognized when the customer is deemed to have control over the product. Control is determined based on when the product is shipped or delivered and title passes to the customer. Revenue is recorded in an amount that reflects the consideration the Company expects to receive in exchange. Revenue from the sale of Nabi-HB is recognized when the product reaches the customer's destination, and is recorded net of estimated rebates, price protection arrangements and customer incentives, including prompt pay discounts, wholesaler chargebacks and other wholesaler fees. These estimates are based on historical experience, and the Company believes that such estimates are reasonable. For revenues associated with contract manufacturing, control transfers to the customer and the performance obligation is satisfied when the customer takes possession of the product from the Boca Facility.

Product revenues from the sale of human plasma collected at the Company's plasma collection centers are recognized at the time control of the product has been transferred to the customer, which generally occurs at the time of shipment. Product revenues are recognized at the time of delivery if the Company retains control of the product during shipment.

Cost of product revenue

Cost of product revenue includes expenses related to process development as well as scientific and technical operations when these operations are attributable to marketed products. When the activities of these operations are attributable to new products in development, the expenses are classified as research and development expenses. Expenses associated with remediating the issues identified in the Warning Letter for the years ended December 31, 2018 and 2017 of approximately \$1.5 million and \$3.8 million, respectively, are expensed as incurred and are reflected in cost of product revenue in the accompanying consolidated statements of operations. In addition, for the years ended December 31, 2018 and 2017, all operating expenses associated with the Boca Facility, other than the limited Nabi-HB production and contract manufacturing production that was capitalized into inventory, have been expensed as incurred since the date of the Biotest Transaction.



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Research and development expenses

Research and development expenses consist of clinical research organization costs, costs related to clinical trials, assay development and testing, storage and transportation costs for high-titer plasma used in the manufacture of RI-002, as well as wages, benefits and stock-based compensation for employees directly related to research and development activities. All research and development costs are expensed as incurred.

Advertising and marketing expenses

Advertising and marketing expense includes cost for promotional materials and trade show expenses for the marketing of the Company's products and services. Advertising and marketing expenses were \$0.8 million and \$0.6 million for the years ended December 31, 2018 and 2017, respectively.

Stock-based compensation

The Company follows recognized accounting guidance which requires all equity-based payments, including grants of stock options, to be recognized in the statement of operations as compensation expense based on their fair values on the grant date. Compensation expense related to awards to employees and directors with service-based vesting conditions is recognized on a straight-line basis based on the grant date fair value over the associated vesting period of the award, which is generally four years. Stock options granted under the Company's equity incentive plans generally have a term of 10 years.

Income taxes

The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements or its tax returns. Under this method, deferred tax assets and liabilities are recognized for the temporary differences between the tax bases of assets and liabilities and their respective financial reporting amounts at enacted tax rates in effect for the years in which the temporary differences are expected to reverse. The Company records a valuation allowance on its deferred tax assets if it is more likely than not that the Company will not generate sufficient taxable income to utilize its deferred tax assets (see Note 11). The Company is subject to income tax examinations by major taxing authorities for all tax years since 2014 and for previous periods as it relates to the Company's net operating loss carryforwards.

In December 2017, the SEC staff issued Staff Accounting Bulletin ("SAB") 118 to provide guidance for companies that had not completed their accounting for the income tax effects of the Tax Cuts and Job Act (the "TCJA"). Due to the complexities involved in accounting for the enactment of the TCJA, SAB 118 allowed for a provisional estimate of the impacts of the TCJA on the Company's consolidated financial statements for the year ended December 31, 2017, as well as up to a one year measurement period that ended on December 22, 2018, for any subsequent adjustments to such provisional estimate. Pursuant to SAB 118, in 2017 the Company recorded a provisional estimate of \$17.3 million, before valuation allowances, for the impacts of the TCJA, primarily due to the re-measurement of its U.S. deferred income tax liabilities at the lower 21% U.S. federal corporate income tax rate (see Note 11), with no other significant impacts for other provisions within the TCJA. The Company has completed its analysis of the impacts of the TCJA, including analyzing the effects of any Internal Revenue Service and U.S. Treasury guidance issued, as well as state tax law changes enacted, within the maximum one year measurement period. The Company's analysis resulted in no significant adjustments to the \$17.3 million provisional amount previously recorded.

Earnings (Loss) Per Share

Basic net loss per share is computed by dividing net loss attributable to common stockholders by the weighted average number of shares of common stock outstanding during the period. For purposes of computing basic and diluted loss per share, the non-voting class of common stock (see Notes 3 and 8) is included in the common stock outstanding as the characteristics of the non-voting class are substantially the same as the voting class of common stock.

Diluted net loss per share is calculated by dividing net loss attributable to common stockholders as adjusted for the effect of dilutive securities, if any, by the weighted average number of shares of common stock, including the non-voting class of common stock, and dilutive common stock outstanding during the period. Potentially dilutive common stock includes the shares of common stock issuable upon the exercise of outstanding stock options and warrants (using the treasury stock method). Potentially dilutive common stock in the diluted net loss per share computation is excluded to the extent that it would be anti-dilutive. No potentially dilutive securities are included in the computation of any diluted per share amounts as the Company reported a net loss for all periods presented. For the years ended December 31, 2018 and 2017, the following securities were excluded from the calculation of diluted loss per common share because of their anti-dilutive effects:

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	<b>For the Years Ended December 31,</b>	
	<b>2018</b>	<b>2017</b>
Stock options	4,342,231	3,276,043
Warrants	528,160	528,160
	4,870,391	3,804,203

Business Combinations

The Company accounts for business combinations using the acquisition method of accounting in accordance with FASB ASC 805, *Business Combinations*. Identifiable assets acquired, liabilities assumed, and contingent consideration are recorded at their acquisition date fair values. Any change in the fair value of the acquisition-related contingent consideration subsequent to the acquisition date, including changes from events after the acquisition date, will be recognized in the period of the estimated fair value change. Goodwill represents the excess of the purchase price over the fair value of identifiable assets acquired and liabilities assumed as a result of the business combination. Identifiable assets with finite lives are amortized over their useful lives. Acquisition related costs are expensed as incurred.

Fair value of financial instruments

The carrying amounts of certain of the Company’s financial instruments, including cash and cash equivalents, accounts payable, and notes payable are shown at cost, which approximates fair value due to the short-term nature of these instruments. The debt outstanding under the Company’s senior notes payable (see Note 7) approximates fair value due to the variable interest rate on this debt. With respect to the related party note payable in the amount of \$15.0 million as of December 31, 2018 and 2017 (see Notes 3 and 7), which is held by a principal stockholder of the Company and was issued concurrent with an acquisition transaction with such stockholder, the Company has concluded that an estimation of fair value for this note is not practicable.

Recent Accounting Pronouncements

In July 2017, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) No. 2017-11, *Earnings Per Share (Topic 260), Distinguishing Liabilities from Equity (Topic 480), Derivatives and Hedging (Topic 815)* (“ASU 2017-11”). ASU 2017-11 changed the classification analysis of certain equity-linked financial instruments (or embedded features within such instruments) with down round features. When determining whether certain financial instruments should be classified as liabilities or equity instruments, a down round feature no longer precludes equity classification when assessing whether the instrument is indexed to an entity’s own stock. The amendments also clarify existing disclosure requirements for equity-classified instruments. As a result, a freestanding equity-linked financial instrument (or embedded conversion option) would no longer be accounted for as a derivative liability at fair value as a result of the existence of a down round feature. For freestanding equity classified financial instruments, the amendments require entities that present earnings per share (“EPS”) in accordance with ASC 260 to recognize the effect of the down round feature when it is triggered. That effect is treated as a dividend and as a reduction of income available to common shareholders in basic EPS. In addition, convertible instruments with embedded conversion options that have down round features are now subject to the specialized guidance for contingent beneficial conversion features in ASC 470-20, “*Debt—Debt with Conversion and Other Options.*” ASU 2017-11 became effective for the Company on January 1, 2019, and the Company does not believe this update will have a significant impact on its consolidated financial statements.

In May 2017, the FASB issued ASU No. 2017-09, *Modification Accounting for Share-Based Payment Arrangements*, which amends the scope of modification accounting for share-based payment arrangements. The ASU provides guidance on the types of changes to the terms or conditions of share-based payment awards to which an entity would be required to apply modification accounting under ASC 718. Specifically, an entity would not apply modification accounting if the fair value, vesting conditions, and classification of the awards are the same immediately before and after the modification. The ASU is effective for annual reporting periods, including interim periods within those annual reporting periods, beginning after December 15, 2017. Adoption of this new guidance did not have a material impact on the Company’s consolidated financial statements.

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In February 2016, the FASB issued ASU No. 2016-02, *Leases* (Topic 842) (“ASU 2016-02”), which requires lessees to recognize assets and liabilities for the rights and obligations created by most leases on their balance sheet. The guidance is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. ASU 2016-02 requires modified retrospective adoption for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. The Company will adopt ASU 2016-02 on January 1, 2019 using the option to recognize the cumulative-effect adjustment, if any, as of the date of application, which will also be January 1, 2019. As a result, there will be no restatement of comparative periods. The Company expects to recognize right-to-use assets and corresponding lease liabilities of approximately \$1.4 million at the date of adoption. The Company also expects to elect the “package of practical expedients”, which permits the Company to not reassess under the new standard its prior conclusions about lease identification, lease classification and initial direct costs. In addition, the Company expects to elect the short-term lease recognition exemption for all leases that qualify.

In May 2014, the FASB issued new guidance related to revenue recognition, ASU 2014-09, *Revenue from Contracts with Customers* (“ASC 606”), which outlines a comprehensive revenue recognition model and supersedes most current revenue recognition guidance. The new guidance requires a company to recognize revenue upon transfer of goods or services to a customer at an amount that reflects the expected consideration to be received in exchange for those goods or services. ASC 606 defines a five-step approach for recognizing revenue, which may require a company to use more judgment and make more estimates than under the current guidance. The new guidance became effective in calendar year 2018. Two methods of adoption are permitted: (a) full retrospective adoption, meaning the standard is applied to all periods presented; or (b) modified retrospective adoption, meaning the cumulative effect of applying the new guidance is recognized at the date of initial application as an adjustment to the opening retained earnings balance.

In March 2016, April 2016 and December 2016, the FASB issued ASU No. 2016-08, *Revenue From Contracts with Customers* (ASC 606): *Principal Versus Agent Considerations*, ASU No. 2016-10, *Revenue From Contracts with Customers* (ASC 606): *Identifying Performance Obligations and Licensing*, and ASU No. 2016-20, *Technical Corrections and Improvements to Topic 606, Revenue From Contracts with Customers*, respectively, which further clarify the implementation guidance on principal versus agent considerations contained in ASU No. 2014-09. In May 2016, the FASB issued ASU 2016-12, *Revenue from Contracts with Customers*, narrow-scope improvements and practical expedients which provides clarification on assessing the collectability criterion, presentation of sales taxes, measurement date for non-cash consideration and completed contracts at transition. These standards became effective for the Company beginning in the first quarter of 2018.

ADMA adopted the new revenue recognition standard and related updates effective January 1, 2018, using the modified retrospective method of adoption. Adoption of the new revenue recognition guidance did not have a material impact on the Company’s consolidated financial statements.

### **3. ACQUISITION**

On June 6, 2017, ADMA completed the acquisition of the Biotest Assets from BPC. As a result of the Biotest Transaction, the Company acquired Nabi-HB, BIVIGAM, the Boca Facility and certain other assets of BTBU. The acquisition of the Biotest Assets expanded the Company’s product offering with two FDA-approved products while providing direct control over the manufacturing and regulatory processes impacting the Company’s RI-002 product candidate, including remediation of the Warning Letter as well as certain other remediation matters affecting the Boca Facility. Pursuant to the Biotest Transaction, the Company issued to BPC 4,295,580 voting shares of its common stock and 8,591,160 shares of non-voting common stock (the “NV Biotest Shares”). The Company also transferred ownership of two of its plasma centers to BPC on January 1, 2019 as additional consideration, which are reflected as non-current assets in the accompanying consolidated balance sheets at December 31, 2018 and December 31, 2017 in the amount of \$1.2 million and \$1.5 million, respectively.

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The purchase price was calculated as follows:

Issuance of 12,886,740 shares of common stock (voting and non-voting) valued at \$3.66 per share	\$ 47,165,468
Transfer of two plasma collection centers at fair value	12,621,844
<b>Total purchase price</b>	<b><u>\$ 59,787,312</u></b>

The following table summarizes the allocation of the purchase consideration to the assets acquired and liabilities assumed based on their estimated fair values:

Cash	\$ 12,500,000
Inventory	8,197,354
Land and buildings	20,000,000
Property and equipment	8,209,800
Assets held for sale	845,389
Other current assets	795,553
Trademark and other intangible rights to Nabi-HB	4,100,046
Right to intermediates	907,421
Customer contract	1,076,557
Goodwill	3,529,509
Liabilities assumed	<u>(374,317)</u>
<b>Total purchase price</b>	<b><u>\$ 59,787,312</u></b>

The Company engaged various third party valuation specialists to determine the fair value of the land and buildings, property and equipment, right to intermediates, customer contract and Nabi-HB intangible assets, as well as the assets held for sale. Goodwill is being deducted for tax purposes.

Assets held for sale reflects certain manufacturing equipment acquired in the transaction that will not be utilized in the manufacture or development of any of the Company's current products or product candidates, and the Company's plans as of the date of acquisition was to complete the sale of these assets within one year from the date of the Biotest Transaction. These sales efforts were unsuccessful and at December 31, 2017, the Company recorded an impairment charge for the full carrying value of these assets in the amount of \$0.8 million.

As a result of the foregoing transaction, BPC became a principal stockholder and Biotest became a related party of the Company (see Note 9). Therefore, all of the Company's transactions with Biotest between June 6, 2017 and December 31, 2018, including product and license revenues attributable to Biotest, were related party transactions. The results from BTBU's operations are included in the Company's consolidated financial statements from the date of acquisition. For the year ended December 31, 2017, the Company incurred a total of approximately \$3.9 million in transaction closing costs, which were expensed as incurred as selling, general and administrative expenses in the consolidated statement of operations.

Concurrent with the closing of the Biotest Transaction, the Company received \$27.5 million in cash from Biotest, comprised of \$12.5 million in cash from BPC and a \$15.0 million loan from Biotest evidenced by a 6% subordinated note payable to BPC, which was subsequently assigned to Biotest AG on July 20, 2018, with a maturity of 5 years (see Note 7). In addition, BPC committed to participate in any future equity offering or private placement undertaken by the Company in an amount equal to up to \$12.5 million on a pro-rata basis. The entire \$12.5 million commitment was invested in the follow-on public offering of the Company's common stock, which closed on November 13, 2017 (see Note 8).

The following unaudited pro forma summary presents consolidated information of the Company as if the business combination had occurred on January 1, 2017. The pro forma information is presented for informational purposes only and is not necessarily indicative of the results of operations that would have been achieved had the acquisition been consummated as of that time or that may result in the future.

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	<b>Year Ended December 31, 2017</b>
<b>Revenues:</b>	
As reported	\$ 22,760,560
Pro forma	\$ 41,024,330
<b>Net loss</b>	
As reported	\$ (43,758,975)
Pro forma	\$ (52,928,428)
<b>Basic and diluted net loss per share:</b>	
As reported	\$ (1.91)
Pro forma	\$ (1.17)

On May 14, 2018, the Company, ADMA BioManufacturing and ADMA Bio Centers 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”) whereby BPC transferred to the Company, for no cash consideration, the NV Biotest Shares. Immediately upon transfer of the NV Biotest Shares to the Company, the shares were retired and are no longer available for issuance. The retired NV Biotest Shares comprised approximately 19% of the total outstanding common stock of the Company as of May 14, 2018, and approximately 67% of the total shares issued to BPC in the Biotest Transaction. In exchange for the transfer and retirement of the NV Biotest Shares, the Company (i) granted Biotest and its successors and assigns a release from all potential past, present and future indemnity claims arising under the Master Purchase and Sale Agreement, dated as of January 21, 2017, which governs the Biotest Transaction, and (ii) relinquished its rights to, under certain circumstances, repurchase the two FDA-approved plasma collection centers which were transferred to BPC on January 1, 2019. In addition, pursuant to the Biotest Transfer Agreement, BPC waived and terminated its rights to name a director and an observer to the Company’s Board of Directors (the “Board”). As BPC has made public statements regarding 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, pursuant to the Biotest Transfer Agreement, BPC transferred its remaining 10,109,534 shares of the Company’s common stock to the Biotest Trust on July 24, 2018, and the Biotest Trust is bound by all obligations of and has all of the remaining rights of BPC under that certain Stockholders Agreement dated as of June 6, 2017, by and between the Company and BPC, as amended by the Biotest Transfer Agreement. Furthermore, subject to the terms contained in the Biotest Transfer Agreement, for a 90-day period following BPC’s transfer of the remaining shares of ADMA common stock to the Biotest Trust, the Biotest Trust granted the Company a right of first negotiation for the purchase of the remaining shares of common stock held by the Biotest Trust, which right expired on October 22, 2018.

**4. INVENTORIES**

The following table provides the components of inventories:

	<b>December 31, 2018</b>	<b>December 31, 2017</b>
Raw materials	\$ 14,019,668	\$ 10,143,149
Work-in-progress	—	1,265,339
Finished goods	4,596,501	1,219,693
Total inventories	\$ 18,616,169	\$ 12,628,181

Inventories are stated at the lower of cost or net realizable value with cost being determined on the first-in, first-out method. Raw materials includes plasma and other materials expected to be used in the production of RI-002 and BIVIGAM, as there are alternative uses for these materials which provide a probable future benefit or will be consumed in the production of goods expected to be available for sale. All other activities and materials associated with the production of inventories used in research and development activities are expensed as incurred.

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Finished goods inventory at December 31, 2018 includes \$2.3 million of Nabi-HB, \$1.2 million of product manufactured under a contract manufacturing agreement and \$1.1 million of plasma collected at the Company's plasma collection centers. Finished goods inventory as of December 31, 2017 is comprised of Nabi-HB, and was recorded at fair value as part of the purchase price allocation of the Biotest Assets acquired.

**5. PROPERTY AND EQUIPMENT**

Property and equipment at December 31, 2018 and 2017 is summarized as follows:

	<b>December 31, 2018</b>	<b>December 31, 2017</b>
Manufacturing and laboratory equipment	\$ 8,233,203	\$ 7,148,405
Office equipment and computer software	1,608,994	1,086,756
Furniture and fixtures	1,163,552	1,136,623
Construction in process	845,538	738,093
Leasehold improvements	1,660,709	1,642,903
Land	4,339,441	4,339,441
Buildings and building improvements	15,685,325	15,660,559
	<u>33,536,762</u>	<u>31,752,780</u>
Less: Accumulated depreciation	<u>(3,421,032)</u>	<u>(1,285,922)</u>
Total property, plant and equipment, net	<u>\$ 30,115,730</u>	<u>\$ 30,466,858</u>

The Company recorded depreciation expense on property and equipment of \$2.6 million and \$1.5 million for the years ended December 31, 2018 and 2017, respectively, which includes \$0.3 million and \$0.4 million of depreciation expense on the plasma assets to be transferred (see Note 3) for the years ended December 31, 2018 and 2017, respectively.

**6. INTANGIBLE ASSETS**

Intangible assets at December 31, 2018 and 2017 consist of the following:

	<b>December 31, 2018</b>			<b>December 31, 2017</b>		
	<b>Cost</b>	<b>Accumulated Amortization</b>	<b>Net</b>	<b>Cost</b>	<b>Accumulated Amortization</b>	<b>Net</b>
Trademark and other intangible rights related to Nabi-HB	\$ 4,100,046	\$ 927,391	\$ 3,172,655	\$ 4,100,046	\$ 341,670	\$ 3,758,376
Rights to intermediates	907,421	205,250	702,171	907,421	75,618	831,803
Customer contract	1,076,557	946,971	129,586	1,076,557	817,386	259,171
	<u>\$ 6,084,024</u>	<u>\$ 2,079,612</u>	<u>\$ 4,004,412</u>	<u>\$ 6,084,024</u>	<u>\$ 1,234,674</u>	<u>\$ 4,849,350</u>

Under the previous contract manufacturing agreement between ADMA and BPC, intermediate by-products derived from the manufacture of RI-002 were property of Biotest. As a result of the Biotest Transaction, ADMA obtained the right to these intermediate products, which are being amortized over a period of 7 years. The intangible rights to Nabi-HB is also being amortized over a period of 7 years.



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The customer contract pertains to a contract manufacturing agreement with a third party that the Company assumed upon the consummation of the Biotest Transaction. On December 22, 2017, Company and the customer entered into an amendment to this contract which reduced the number of batches the Company was committed to supply to the customer. In connection with this amendment, the customer agreed to pay the Company an aggregate compensation fee of \$7.0 million, which was recognized as other revenue in the accompanying consolidated statement of operations for the year ended December 31, 2017. The remaining required production volume is 13 batches over 2018 and 2019, and the Company recorded additional amortization expense of approximately \$0.6 million in connection with the reduced volume. The net unamortized balance of this asset as of December 31, 2018 and 2017 is being amortized through the end of the contract period.

Amortization expense related to the Company’s intangible assets for the years ended December 31, 2018 and 2017 was \$0.8 million and \$1.2 million, respectively. Estimated aggregate future aggregate amortization expense for the next five years is expected to be as follows:

2019	\$	844,938
2020		715,352
2021		715,352
2022		715,352
2023		715,352

**7. NOTES PAYABLE**

Senior Notes Payable

A summary of outstanding senior notes payable as of December 31, 2018 and 2017 is as follows:

	<u>December 31, 2018</u>	<u>December 31, 2017</u>
Notes payable:	\$ 30,000,000	\$ 30,000,000
Less:		
Debt discount	(3,559,170)	(4,631,542)
Senior notes payable	<u>\$ 26,440,830</u>	<u>\$ 25,368,458</u>

On October 10, 2017 (the “Marathon Closing Date”), the Company entered into a Credit Agreement (the “Marathon Credit Agreement”) with Marathon Healthcare Finance Fund, L.P. (“Marathon” or the “Lender”) and Wilmington Trust, National Association, as the administrative agent for the Lender (the “Administrative Agent”). The Marathon Credit Agreement provided for a senior secured term loan facility in an aggregate amount of up to \$40.0 million (collectively, the “Marathon Credit Facility”), comprised of (i) a term loan made on the Marathon Closing Date in the principal amount of \$30.0 million evidenced by a secured promissory note (the “Tranche One Note”), and (ii) an additional term loan evidenced by a secured promissory note to be made in the maximum principal amount not to exceed \$10.0 million (the “Tranche Two Note” and, together with the Tranche One Note, the “Notes”), which Tranche Two Note availability was subject to the satisfaction of certain conditions. The Notes each had a maturity date of April 10, 2022 (the “Maturity Date”), subject to acceleration pursuant to the Marathon Credit Agreement, including upon an Event of Default (as defined in the Marathon Credit Agreement).

Borrowings under the Marathon Credit Agreement bore interest at a rate per annum equal to LIBOR plus 9.50% with a 1% LIBOR floor. During an Event of Default under the Marathon Credit Agreement, the outstanding amount of indebtedness under the Marathon Credit Agreement would bear interest at a rate per annum equal to the interest rate then applicable to the borrowings under the Marathon Credit Agreement plus 5% per annum. Quarterly cash interest payments were due the first business day of each March, June, September and December, beginning on December 1, 2017. During the years ended December 31, 2018 and 2017, the interest rate on the Tranche One Note ranged from 10.86% to 12.24%.

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The Marathon Credit Agreement required payment of a facility fee to Marathon in an amount equal to 9.20% of the amount of the Tranche One Note, payment of which was deferred until the earlier of the prepayment date or the Maturity Date. Commencing on October 10, 2020, the Company would have been required to make principal payments on the Tranche One Note in equal monthly installments over 18 months, subject to certain conditions in the Marathon Credit Agreement.

The Marathon Credit Agreement contained market representations and warranties, affirmative covenants, negative covenants, financial covenants, and conditions that are customarily required for similar financings. The affirmative covenants, among other things, required the Company to undertake various reporting requirements. The negative covenants restricted or limited the ability of the Company and its subsidiaries to, among other things, incur new indebtedness; create liens on assets; engage in certain fundamental corporate changes or changes to the Company's business activities; sell or otherwise dispose of assets; repurchase stock, pay dividends; repay certain other indebtedness; engage in certain affiliate transactions; or enter into any other agreements that restrict the Company's ability to make loan repayments.

The Marathon Credit Agreement also required the establishment of a debt service reserve account, and the Company was required to maintain a certain minimum level of liquidity at all times. Liquidity is defined in the Marathon Credit Agreement as cash held in the debt service reserve account and any other deposit account subject to a control agreement with the Administrative Agent, and the required liquidity amount is reflected as restricted cash in the accompanying consolidated balance sheets as of December 31, 2018 and December 31, 2017. The minimum liquidity requirement was \$4.0 million and \$5.5 million as of December 31, 2018 and December 31, 2017, respectively. On May 31, 2018, the Marathon Credit Agreement was amended to reduce the minimum liquidity requirement to \$5.25 million, and \$250,000 was released from the debt service reserve account to the Company on June 25, 2018. On June 26, 2018, the Lender and the Administrative Agent acknowledged that the Company had met the requirements regarding its leased properties as set forth in the Marathon Credit Agreement, and an additional \$1.25 million was released from the debt service reserve account to the Company.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the accompanying consolidated balance sheets and statements of cash flows:

	<b>December 31, 2018</b>	<b>December 31, 2017</b>
Cash and cash equivalents	\$ 22,754,852	\$ 43,107,574
Restricted cash included in current assets	—	1,500,000
Restricted cash included in long-term assets	4,000,000	4,000,000
Total cash, cash equivalents and restricted cash as shown in the consolidated statements of cash flows	<u>\$ 26,754,852</u>	<u>\$ 48,607,574</u>

The Marathon Credit Agreement also contained customary Events of Default which include, among others, non-payment of principal, interest or fees, violation of covenants, inaccuracy of representations and warranties, bankruptcy and insolvency events, material judgments, cross-defaults to material contracts and events constituting a change of control. The occurrence of an Event of Default could have resulted in, among other things, the termination of commitments under the Marathon Credit Facility and the declaration that all outstanding Loans were immediately due and payable in whole or in part. At December 31, 2018 and December 31, 2017, the Company was in compliance with all of the covenants contained in the Marathon Credit Agreement.

As consideration for the Marathon Credit Agreement, the Company issued warrants to purchase an aggregate of 339,301 shares of the Company's common stock to the Lender and certain of its affiliates (the "Tranche One Warrants"). The Tranche One Warrants, which the Company valued at \$0.6 million, have (i) an exercise price equal to \$3.0946, which was the trailing 10-day volume weighted-average price of the Company's common stock prior to the Marathon Closing Date, and (ii) an expiration date of October 10, 2024. The Company issued the Tranche One Warrants in reliance upon an exemption from registration contained in Section 4(2) under the Securities Act of 1933, as amended (the "Securities Act"). The Tranche One Warrants and the shares of common stock issuable thereunder may not be offered, sold, pledged or otherwise transferred in the U.S. absent registration or an applicable exemption from the registration requirements under the Securities Act.

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As a result of the diligence fees, legal and other expenses associated with the Marathon Credit Facility, the Tranche One Warrants and the facility fee, the Company recognized a discount on the Tranche One Note on the Marathon Closing Date in the amount of \$4.8 million as follows:

Facility fee	\$ 2,760,000
Deferred financing fees	1,475,330
Tranche One Warrants	614,513
Total debt discount at Marathon Closing Date	<u>\$ 4,849,843</u>

The Company records debt discount as a reduction to the face amount of the debt, and debt discount is amortized as interest expense over the life of the debt using the interest method. Based on the fair value of the Tranche One Warrants, the facility fee and the fees and expenses associated with obtaining the Credit Facility, the effective interest rate on the Tranche One Note as of the Marathon Closing Date was approximately 16.5%. The Company's obligations under the Marathon Credit Agreement were secured by a first-priority lien and security interest in substantially all of the Company's assets, including a mortgage on the Boca Facility, and those of the Company's subsidiaries as well as all of the equity interests in each subsidiary.

On February 11, 2019, the Company entered into a new senior credit facility with another lender, as more fully described in Note 17, whereby the Company repaid in full all of the outstanding obligations under the Marathon Credit Facility, including the deferred facility fee, and Marathon released to the Company the remaining \$4.0 million contained in the debt service reserve account.

Related Party Note Payable

A summary of the outstanding related party note payable is as follows:

	<u>December 31, 2018</u>	<u>December 31, 2017</u>
Related party note payable to Biotest	\$ 15,000,000	\$ 15,000,000
Less:		
Debt discount	(125,816)	(157,604)
Note payable - related party	<u>\$ 14,874,184</u>	<u>\$ 14,842,396</u>

In connection with the acquisition of the Biotest Assets (see Note 3), ADMA BioManufacturing issued a subordinated note payable to BPC and in connection therewith received cash proceeds of \$15.0 million. The note bears interest at a rate of 6.0% per annum and matures on June 6, 2022. The Company is obligated to make semi-annual interest payments, with all principal and unpaid interest due at maturity. The note is subordinate to the amounts outstanding under the Company's existing senior credit facility. In the event of default, all principal and unpaid interest is due on demand. The subordinated note also contains several non-financial covenants with which the Company was in compliance as of December 31, 2018 and 2017. The Company incurred \$0.2 million of debt issuance costs in connection with the issuance of this note, which were recorded as a debt discount. The debt discount is being amortized as interest expense over the term of the note.

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, Biotest AG, BPC, ADMA BioManufacturing and the Company entered into an Assignment and Assumption Agreement whereby BPC transferred to Biotest AG all of its obligations, rights, title and interest in the subordinated note and the related loan agreements.

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**8. STOCKHOLDERS' EQUITY**

Preferred Stock

The Company is currently authorized to issue up to 10 million shares of preferred stock, \$0.0001, par value per share. There were no shares of preferred stock outstanding at December 31, 2018 and 2017.

Common Stock

As of December 31, 2018 and 2017, the Company was authorized to issue 75 million shares of its common stock, \$0.0001 par value per share, and 46,353,068 and 36,725,499 shares of common stock were outstanding as of December 31, 2018 and 2017, respectively. After giving effect to shares reserved for the issuance of warrants and stock options, 23,776,541 shares of common stock were available for issuance as of December 31, 2018.

As of December 31, 2018 and 2017, the Company was also authorized to issue 8,591,160 shares of its non-voting common stock, \$0.0001 par value per share, and 0 and 8,591,160 shares of its non-voting common stock were outstanding as of December 31, 2018 and 2017, respectively.

In June 2018, the Company completed an underwritten public offering of 9,623,430 shares of common stock for gross proceeds of \$46.0 million. The Company received net proceeds from this offering, after underwriters' commissions and other offering expenses, of \$42.9 million.

On November 13, 2017, the Company completed an underwritten public offering of 19,523,255 shares of its common stock for gross proceeds of \$42.0 million. Net proceeds from this offering, after payment of underwriting discounts and offering expenses of \$2.8 million, were \$39.2 million.

On June 6, 2017, the Company issued 4,295,580 shares of common stock and the NV Biotest Shares to Biotest in connection with the Biotest Transaction (see Note 3). On May 14, 2018, pursuant to the Biotest Transfer Agreement, the NV Biotest Shares were transferred from Biotest to the Company and the shares were immediately retired and are no longer available for issuance.

Warrants

On October 10, 2017, the Company issued to Marathon the Tranche One Warrants (see Note 7) whereby Marathon may purchase an aggregate of 339,301 shares of common stock with an exercise price \$3.0946 per share. The Tranche One Warrants became exercisable on the Marathon Closing Date, were valued at \$0.6 million and were recorded as discount to the Tranche One Note. The Tranche One Warrants were valued using the Black-Scholes option-pricing model assuming an expected term of seven years, a volatility of 57%, a dividend yield of 0% and a risk-free interest rate of 2.18%. No warrants were issued during the year ended December 31, 2018.

At December 31, 2018 and 2017, the Company had outstanding warrants to purchase an aggregate of 528,160 shares of common stock, with a weighted average exercise price of \$4.76 per share and with expiration dates ranging between June 2022 and October 2024.

Stock Options

From time to time the Company grants stock options or other equity-based awards under the Company's 2007 Employee Stock Option Plan (the "2007 Plan") and the Amended and Restated 2014 Omnibus Incentive Compensation Plan (the "2014 Plan").

The 2014 Plan, as amended, was approved by the Board on March 15, 2017 and by the Company's stockholders on May 25, 2017. Currently, the maximum number of shares reserved for grant under the 2014 Plan is: (a) 2,334,940 shares, less any shares available as of such date for issuance under the 2007 Plan; plus (b) an annual increase as of the first day of the Company's fiscal year, beginning in 2018 and occurring each year thereafter through 2022, equal to 4% of the outstanding shares of common stock as of the end of the Company's immediately preceding fiscal year, or any lesser number of shares determined by the Board; provided, however, that no more than an aggregate of 10 million shares of common stock may be issued pursuant to incentive stock options intended to qualify under Section 422 of the Internal Revenue Code. As of December 31, 2018, an aggregate of 1,395,610 shares were available for issuance under the 2007 Plan and the 2014 Plan. In accordance with the foregoing, on January 1, 2019 the aggregate number of shares available for issuance increased to 3,249,732.

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During the years ended December 31, 2018 and 2017, the Company recorded stock-based compensation expense to employees of \$2.2 million and \$1.6 million, respectively. The fair value of employee options granted was determined on the date of grant using the Black-Scholes model. The Black-Scholes option valuation model was developed for use in estimating the fair value of publicly traded options, which have no vesting restrictions and are fully transferable. The Company's employee stock options have characteristics significantly different from those of traded options, and changes in the underlying Black-Scholes assumptions can materially affect the fair value estimate. To determine the risk-free interest rate, the Company utilized the U.S. Treasury yield curve in effect at the time of the grant with a term consistent with the expected term of the Company's awards. The expected term of the options granted is in accordance with Staff Accounting Bulletins 107 and 110, which is based on the average between vesting terms and contractual terms. The expected dividend yield reflects the Company's current and expected future policy for dividends on the Company's common stock. For the year ended December 31, 2018, the expected stock price volatility for the Company's stock options was calculated by examining the historical volatility of the Company's common stock since the stock became publicly traded in the fourth quarter of 2013. For the year ended December 31, 2017, the expected stock price volatility for the Company's stock options was calculated by examining the pro rata historical volatilities for similar publicly traded industry peers and the trading history for the Company's common stock.

The grant date fair values of stock options awarded during the years ended December 31, 2018 and 2017 were determined using the Black-Scholes option-pricing model with the following assumptions:

	<b>Year Ended December 31, 2018</b>	<b>Year Ended December 31, 2017</b>
Expected term	5.8-6.3 years	5.8-6.3 years
Volatility	54-57%	56-64%
Dividend yield	0.0	0.0
Risk-free interest rate	2.40-3.11%	1.77-2.29%

The 2007 Plan and 2014 Plan provide for the Board or a Committee of the Board (the "Committee") to grant awards to optionees and to determine the exercise price, vesting term, expiration date and all other terms and conditions of the awards, including acceleration of the vesting of an award at any time. All options granted under the 2007 and 2014 Plans are intended to be incentive stock options ("ISOs"), unless specified by the Committee to be non-qualified options ("NQOs") as defined by the Internal Revenue Code. ISOs and NQOs may be granted to employees, consultants or Board members at an option price not less than the fair market value of the common stock subject to the stock option agreement. The following table summarizes information about stock options outstanding as of December 31, 2018 and 2017:

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	Shares	Weighted Average Exercise Price
Balance at December 31, 2016	1,535,187	\$ 7.90
Forfeited	(94,024)	\$ 7.72
Expired	(47,476)	\$ 9.02
Granted	1,976,295	\$ 3.73
Exercised	(93,939)	\$ 2.68
Balance at December 31, 2017	3,276,043	\$ 5.52
Forfeited	(60,854)	\$ 4.09
Expired	(34,489)	\$ 8.38
Granted	1,167,044	\$ 4.15
Exercised	(5,513)	\$ 3.31
Balance at December 31, 2018	4,342,231	\$ 5.16
Options exercisable	2,192,663	\$ 6.30

The weighted average remaining contractual term of stock options outstanding and expected to vest at December 31, 2018 is 7.5 years. The weighted average remaining contractual term of stock options exercisable at December 31, 2018 is 6.2 years. The following table summarizes additional information regarding outstanding and exercisable options under the stock option plans at December 31, 2018:

Range of Exercise Prices	Stock Options Outstanding			Stock Options Exercisable			
	Options Outstanding	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Options Outstanding	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Aggregate Intrinsic Value
\$1.34 - \$2.06	35,168	7.9	\$ 1.96	12,928	6.2	\$ 1.80	\$ 7,627
\$2.96 - \$4.60	2,563,017	8.7	\$ 3.66	789,901	8.4	\$ 3.64	—
\$4.72 - \$7.21	593,893	8.4	\$ 5.52	262,908	7.4	\$ 5.66	—
\$7.56 - \$10.80	1,150,153	4.4	\$ 8.39	1,126,926	4.3	\$ 8.37	—
	<u>4,342,231</u>	7.5	\$ 5.16	<u>2,192,663</u>	6.2	\$ 6.30	<u>\$ 7,627</u>

Stock-based compensation expense for the years ended December 31, 2018 and 2017 was as follows:

	2018	2017
Research and development	\$ 292,736	\$ 380,925
Plasma centers	34,797	47,330
Selling, general and administrative	1,739,037	1,081,236
Cost of product revenue	156,718	52,168
Total stock-based compensation expense	<u>\$ 2,223,288</u>	<u>\$ 1,561,659</u>

As of December 31, 2018, the total unrecognized compensation expense related to unvested options was \$4.3 million, which is expected to be recognized over a weighted-average period of 2.6 years. The Company's outstanding and exercisable options had an intrinsic value of approximately \$8,000 as of December 31, 2018.



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**9. RELATED PARTY TRANSACTIONS**

The Company leases an office building and equipment from Areth, LLC (“Areth”) pursuant to an agreement for services effective as of January 1, 2016, as amended from time to time. Effective October 1, 2017, monthly rent on this facility was reduced to \$10,000. On September 27, 2018, the agreement was amended to extend the term of the agreement through September 30, 2019. Rent expense amounted to \$0.1 million and \$0.2 million for the years December 31, 2018 and 2017, respectively, and includes fees for the use of such office space and for other information technology, general warehousing and administrative services. Areth is a company controlled by Dr. Jerrold B. Grossman, the Company’s Vice Chairman, and Adam S. Grossman, the Company’s President and Chief Executive Officer. The Company also reimburses Areth for office and building related (common area) expenses, equipment and certain other operational expenses, which were not material to the consolidated financial statements for the years ended December 31, 2018 and 2017.

As of December 31, 2018 and 2017, the Company has a \$15.0 million subordinated note payable to Biotest (see Note 7), and the Company recognized interest expense on this note for the years ended December 31, 2018 and 2017 in the amount of \$0.9 million and \$0.5 million, respectively.

For the years ended December 31, 2018 and 2017, the Company recognized revenues under its out-licensing agreement with Biotest of \$0.1 million. Deferred revenue of \$2.5 million and \$2.7 million as of December 31, 2018 and 2017, respectively, is related to this agreement.

Biotest is the Company’s largest customer for the sale of normal source plasma. Plasma sales to Biotest for the years ended December 31, 2018 and 2017 were \$9.6 million and \$10.7 million, respectively. Accounts receivable includes \$1.0 million and \$1.2 million due from Biotest as of December 31, 2018 and 2017, respectively. Additionally, Biotest is a supplier of plasma to ADMA, with the Company purchasing approximately \$7.8 million and \$2.8 million of plasma in the years ended December 31, 2018 and 2017, respectively. Included in accounts payable is approximately \$2.0 million and \$0.1 million due to Biotest as of December 31, 2018 and 2017, respectively. The following table summarizes the related party balances with Biotest:

	<b>Year Ended December 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>Sale and purchase of plasma</b>		
Product revenue	\$ 9,564,388	\$ 10,664,456
Purchases	7,822,226	2,776,959
<b>License revenue</b>	142,834	142,834
<b>Interest expense</b>	912,500	520,000
	<b>December 31,</b>	<b>December 31,</b>
	<b>2018</b>	<b>2017</b>
Accounts receivable	\$ 961,145	\$ 1,245,677
Accounts payable	2,010,774	139,939
Accrued expenses	10,659	314,820
Note payable, net of discount	14,874,184	14,842,396
Accrued interest	65,000	65,000
Deferred revenue	2,547,199	2,690,033

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In connection with the acquisition of the Biotest Assets, the Company entered into a Transition Services Agreement with BPC pursuant to which each of the Company and BPC agreed to provide transition services to the other party, including services related to finance, human resources, information technologies, leasing of equipment and clinical and regulatory services for a period of up to 24 months after the June 6, 2017 closing date, as well as agreements to lease certain laboratory space within the Boca Facility to BPC for a period of up to 24 months after the closing date of the acquisition transaction. As of December 31, 2018 and 2017, approximately \$11,000 and \$0.3 million, respectively, was payable by the Company to BPC for expenses incurred on behalf of the Company and services related to these agreements. This amount is reflected in accrued expenses in the accompanying consolidated balance sheets. The services component of amounts billed to the Company by BPC for the year ended December 31, 2018 and 2017 was not material to the Company's consolidated financial statements.

Under the terms of the Biotest Transaction, the Company transferred ownership of two plasma collection centers to BPC on January 1, 2019 (see Note 17). The Company has estimated the fair value of these assets to be \$12.6 million, and the obligation to transfer these assets to Biotest is reflected in non-current liabilities in the accompanying consolidated balance sheets as of December 31, 2018 and 2017. The Company has also entered into several plasma supply agreements with BPC (see Note 10).

**10. COMMITMENTS AND CONTINGENCIES**

Lease commitments

The Company has entered into various non-cancelable operating lease agreements for its three ADMA Bio Centers facilities in Georgia, as well as for certain operating equipment and office space. Two of these leases were assigned to BPC on January 1, 2019 (see Note 17). Total rent expense for the Company's leased facilities and equipment was \$1.1 million and \$0.6 million for the years ended December 31, 2018 and 2017, respectively. Future minimum lease payments under the Company's operating leases for each of the next five years ending December 31, and thereafter are as follows:

2019	\$	455,444
2020		361,719
2021		339,813
2022		340,849
2023		343,898
Thereafter		606,913
	<u>\$</u>	<u>2,448,636</u>

Vendor and Licensor Commitments

In a license agreement effective December 31, 2012, the Company granted Biotest an exclusive license to market and sell RI-002 in Europe and in selected countries in North Africa and the Middle East, (the "Territory"), to have access to the Company's testing services for testing of BPC's plasma samples using the Company's proprietary respiratory syncytial virus ("RSV") assay, and to reference (but not access) the Company's proprietary information for the purpose of Biotest seeking regulatory approval for RI-002 in the Territory. In addition, the Company is obligated to provide Biotest with research and development services and regulatory support in obtaining approvals of any studies conducted or already conducted by or on behalf of the Company. As consideration for the license, Biotest agreed to provide the Company with certain services at no charge and also compensate the Company with cash payments upon the completion of certain milestones (see Note 9). Such services have been accounted for as deferred revenue which was recognized in 2013 as a result of certain research and development services as provided for in accordance with the license agreement. Deferred revenue is recognized over the term of the license and is amortized into income for a period of approximately 22 years, the term of the license agreement. Biotest is also obligated to pay the Company an adjustable royalty based on a percentage of revenues from the sale of RI-002 in the Territory for 20 years from the date of first commercial sale.

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Pursuant to the terms of a plasma purchase agreement with BPC dated as of November 17, 2011 (the “2011 Plasma Purchase Agreement”), the Company agreed to purchase from BPC an annual minimum volume of source plasma containing antibodies to RSV to be used in the manufacture of RI-002. The Company must purchase a to-be-determined and agreed upon annual minimum volume from BPC, but may also collect high-titer RSV plasma from up to five wholly-owned ADMA plasma collection facilities. During 2015, the Company and BPC amended the 2011 Plasma Purchase Agreement to allow the Company the ability to collect its raw material RSV high-titer plasma from other third-party collection organizations, thus allowing the Company to expand its reach for raw material supply as it approaches commercialization for RI-002. Unless terminated earlier, the 2011 Plasma Purchase Agreement expires in June 2027, after which it may be renewed for two additional five-year periods if agreed to by the parties. As part of the closing of the Biotest Transaction, the parties amended the 2011 Plasma Purchase Agreement to extend the initial term through the ten year anniversary of the closing date of the Biotest Transaction. On December 10, 2018, BPC assigned its rights and obligations under the 2011 Plasma Purchase Agreement to Grifols Worldwide Operations Limited (“Grifols”) as its successor-in-interest, effective January 1, 2019. On January 1, 2019, Grifols and the Company entered into an additional amendment to the 2011 Plasma Purchase Agreement for the purchase of source plasma containing antibodies to RSV from Grifols. Pursuant to this amendment, until January 1, 2022, the Company may purchase RSV plasma from Grifols from the two plasma collection centers which were transferred to BPC on January 1, 2019 at a price equal to cost plus five percent (5%) (without any additional increase due to inflation).

On March 23, 2016, the Company entered into an Amended and Restated Plasma Supply Agreement with BPC for the purchase by BPC of normal source plasma to be derived from automated plasmapheresis procedures conducted at ADMA Bio Centers’ Norcross, GA and Marietta, GA facilities to be used in BPC’s proprietary products’ manufacturing (the “Amended and Restated Plasma Supply Agreement”). Under the Amended and Restated Plasma Supply Agreement, BPC obtained GHA certification of the two bio centers which the Company transferred to BPC on January 1, 2019. The initial term of the Amended and Restated Plasma Supply Agreement expired by its terms on December 31, 2018 and was not renewed.

On June 6, 2017, the Company and BPC entered into a Plasma Supply Agreement pursuant to which BPC supplies, on an exclusive basis subject to certain exceptions, to ADMA BioManufacturing an annual minimum volume of hyperimmune plasma that contain antibodies to the hepatitis B virus for the manufacture of Nabi-HB. The Plasma Supply Agreement has a 10-year term. On July 19, 2018, the Company and BPC entered into an amendment to the Plasma Supply Agreement to, 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. On December 10, 2018, BPC assigned its rights and obligations under the Plasma Supply Agreement to Grifols, effective January 1, 2019.

On June 6, 2017, the Company and BPC entered into a Plasma Purchase Agreement (the “2017 Plasma Purchase Agreement”), pursuant to which ADMA BioManufacturing purchases normal source plasma from BPC at agreed upon annual quantities and prices. The 2017 Plasma Purchase Agreement has an initial term of five years after which the 2017 Plasma Purchase Agreement may be renewed for additional two terms of two years each upon the mutual written consent of the parties. On July 19, 2018, the Company and BPC entered into an amendment to the 2017 Plasma Purchase Agreement to, among other things, provide agreed upon amounts of normal source plasma 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 the 2017 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 normal source plasma amounts are within an agreed range, at a price per liter to be mutually determined. Furthermore, pursuant to the amendment to the 2017 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 normal source plasma 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. On December 10, 2018, BPC assigned its rights and obligations under the Plasma Purchase Agreement to Grifols, effective January 1, 2019.

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Employment contracts

The Company has entered into employment agreements with its executive management team consisting of its President and Chief Executive Officer, its Executive Vice President, Chief Medical Officer and Chief Scientific Officer and its Executive Vice President and Chief Financial Officer.

Contract Manufacturing Agreement

In connection with the acquisition of the Biotest Assets, the Company acquired all of the rights and assumed all of the obligations under an existing agreement with a third party related to the fractionation of plasma provided by the third party. As more fully described in Note 6, the contract was amended on December 22, 2017 with reduced production requirements. The contract maintains minimum production requirements as well as a payment due to the counterparty to the contract of \$1.5 million per year if the minimum volume is not manufactured in that year and no other breach or default under the contract has occurred.

General legal matters

From time to time the Company is or may become subject to certain legal proceedings and claims arising in connection with the normal course of its business. Management does not expect that the outcome of any such claims or actions will have a material effect on the Company's liquidity, results of operations or financial condition.

Other commitments

In the normal course of business, the Company enters into contracts that contain a variety of indemnifications with its employees, licensors, suppliers and service providers. Further, the Company indemnifies its directors and officers who are, or were, serving at the Company's request in such capacities. The Company's maximum exposure under these arrangements is unknown as of December 31, 2018. The Company does not anticipate recognizing any significant losses relating to these arrangements.

**11. INCOME TAXES**

A reconciliation of income taxes at the U.S. Federal statutory rate to the benefit for income taxes is as follows:

	<b>Year Ended December 31,</b>	
	<b>2018</b>	<b>2017</b>
Benefit at U.S. federal statutory rate	\$ (13,806,124)	\$ (14,758,443)
State taxes - deferred	(1,443,538)	(1,581,844)
Increase in valuation allowance	(1,015,582)	(751,505)
Research and development credits	(223,735)	(272,262)
Federal tax reform rate change	—	17,263,248
Decrease in federal net operating loss	12,090,203	—
Decrease in federal research and development credits	4,294,344	—
Other	104,432	100,806
Benefit for income taxes	<u>\$ —</u>	<u>\$ —</u>

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A summary of the Company’s deferred tax assets is as follows:

	<b>Year Ended December 31,</b>	
	<b>2018</b>	<b>2017</b>
Federal and state net operating loss carryforwards	\$ 26,080,351	\$ 29,137,918
Federal and state research credits	525,248	4,526,201
Interest expense limitation carryforwards	1,159,422	—
Transaction costs	1,147,581	1,269,443
Deferred revenue	624,610	679,068
Accrued expenses and other	6,011,057	951,219
Total gross deferred tax assets	35,548,269	36,563,849
Less: valuation allowance for deferred tax assets	(35,548,269)	(36,563,849)
Net deferred tax assets	\$ —	\$ —

As of December 31, 2018, the Company had federal and state (post-apportioned basis) net operating losses (“NOLs”) of \$108.5 million and \$72.3 million, respectively, as well as federal research and development tax credit carryforwards of approximately \$0.5 million. The NOLs will begin to expire at various dates beginning in 2027, if not limited by triggering events prior to such time. Under the provisions of the Internal Revenue Code, changes in ownership of the Company, in certain circumstances, will limit the amount of federal NOLs that can be utilized annually in the future to offset taxable income. In particular, section 382 of the Internal Revenue Code imposes limitations on an entity’s ability to use NOLs upon certain changes in ownership. If the Company is limited in its ability to use its NOLs in future years in which it has taxable income, then the Company will pay more taxes than if it were otherwise able to fully utilize its NOLs. The Company may experience ownership changes in the future as a result of subsequent shifts in ownership of the Company’s capital stock that the Company cannot predict or control that could result in further limitations being placed on the Company’s ability to utilize its federal NOLs. As of December 31, 2018, the Company performed a preliminary analysis of limitations imposed by section 382 of the Internal Revenue Code and as a result has written off \$57.6 million of federal NOLs, \$4.3 million of federal research and development tax credits, and \$10.9 million of state NOL’s which are limited by historical ownership changes. As a result, there was a \$16.9 million reduction to the Company’s deferred tax assets. However, as discussed below, the Company maintains a full valuation allowance against its deferred tax assets. Therefore, the \$16.9 million reduction to the Company’s deferred tax assets is offset by a corresponding \$16.9 million reduction to the Company’s valuation allowance for its net deferred tax assets, resulting in no net impact to the Company’s tax provision for the year ended December 31, 2018.

A valuation allowance, if needed, reduces deferred tax assets to the amount expected to be realized. When determining the amount of net deferred tax assets that are more likely than not to be realized, the Company assesses all available positive and negative evidence. This evidence includes, but is not limited to, prior earnings history, expected future earnings, carry-back and carry-forward periods and the feasibility of ongoing tax strategies that could potentially enhance the likelihood of the realization of a deferred tax asset. The weight given to the positive and negative evidence is commensurate with the extent the evidence may be objectively verified. As such, it is generally difficult for positive evidence regarding projected future taxable income, exclusive of reversing taxable temporary differences, to outweigh objective negative evidence of recent financial reporting losses. Based on these criteria and the relative weighting of both the positive and negative evidence available, management continues to maintain a full valuation allowance against its net deferred tax assets.

On December 22, 2017, the U.S. Government enacted the TCJA. The TCJA made broad changes to the U.S. tax code, including, but not limited to, (1) reducing the U.S federal corporate tax rate from 35% to 21%; (2) eliminating the corporate alternative minimum tax; (3) creating a new limitation on deductible interest expense; (4) creating the base erosion and anti-abuse tax, a new minimum tax; (5) limitation on the deductibility of certain executive compensation; (6) enhancing the option to claim accelerated depreciation deductions on qualified property, and (7) changing the rules related to uses and limitations of NOLs in tax years beginning after December 31, 2017.

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The TCJA reduced the corporate tax rate to 21%, effective January 1, 2018, resulting in a reduction to the net deferred tax assets, along with a corresponding reduction to the valuation allowance for such deferred tax assets, of \$17.3 million for the year ended December 31, 2017.

The TCJA contains significant limitations on the ability of a taxpayer to deduct interest paid or accrued. The accounting for this portion of the TCJA resulted in an increase to the net deferred tax assets, with a corresponding increase to the valuation allowance, of \$1.2 million for the year ended December 31, 2018.

In accordance with U.S. GAAP, the Company is required to determine whether a tax position of the Company is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. Derecognition of a tax benefit previously recognized could result in the Company recording a tax liability that would reduce net assets. The amount of the liability for which an exposure exists is measured as the largest amount of benefit determined on a cumulative probability basis that the Company believes is more likely than not to be realized upon ultimate settlement of the position. Components of the liability are classified as either a current or a long-term liability in the accompanying consolidated balance sheets based on when the Company expects each of the items to be settled. The Company does not have any unrecognized tax benefits as of December 31, 2018 and 2017, and does not anticipate a significant change in unrecognized tax benefits during the next 12 months.

**12. SEGMENTS**

The Company is engaged in the manufacture, marketing and development of specialty plasma-derived biologics. The Company's operating segments reflect the consummation of the Biotest Transaction on June 6, 2017 (see Notes 1 and 3), and the nature of its operations subsequent to the close of the transaction. The Company's ADMA BioManufacturing segment reflects the Company's immune globulin manufacturing and development operations in Florida, acquired on June 6, 2017 (see Note 3). The Plasma Collection Centers segment consists of three FDA-licensed source plasma collection facilities located in Georgia, two of which were transferred to Biotest on January 1, 2019 (see Note 17). The Corporate segment includes general and administrative overhead expenses. The Company defines its segments as those business units whose operating results are regularly reviewed by the chief operating decision maker ("CODM") to analyze performance and allocate resources. The Company's CODM is its President and Chief Executive Officer. Summarized financial information concerning reportable segments is shown in the following tables:



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**Year Ended December 31, 2018**

	<b>ADMA BioManufacturing</b>	<b>Plasma Collection Centers</b>	<b>Corporate</b>	<b>Consolidated</b>
Revenues	\$ 6,797,548	\$ 10,044,908	\$ 142,834	\$ 16,985,290
Cost of product revenue	35,485,273	6,709,362	—	42,194,635
Loss from operations	(45,633,715)	(4,470,073)	(10,185,156)	(60,288,944)
Interest and other expense, net	(1,077,624)	(967)	(4,375,910)	(5,454,501)
Net loss	(46,711,339)	(4,471,040)	(14,561,066)	(65,743,445)
Capital expenditures	1,580,684	514,916	—	2,095,600
Depreciation and amortization expense	2,608,776	814,768	22,854	3,446,398
Total assets	57,818,051	5,443,032	25,615,438	88,876,521

**Year Ended December 31, 2017**

	<b>ADMA BioManufacturing</b>	<b>Plasma Collection Centers</b>	<b>Corporate</b>	<b>Consolidated</b>
Revenues	\$ 10,980,987	\$ 11,636,739	\$ 142,834	\$ 22,760,560
Cost of product revenue	21,862,140	7,302,181	—	29,164,321
Gross (loss) profit	(10,881,153)	4,334,558	142,834	(6,403,761)
Loss from operations	(19,801,455)	(2,169,192)	(17,339,349)	(39,309,996)
Interest and other expense, net	(537,235)	(6,885)	(3,904,859)	(4,448,979)
Net loss	(20,338,690)	(2,176,077)	(21,244,208)	(43,758,975)
Capital expenditures	747,402	1,913,663	15,263	2,676,328
Depreciation and amortization	2,204,772	436,687	50,842	2,692,301
Total Assets	54,004,696	3,933,673	50,080,464	108,018,833

**13. OTHER EMPLOYEE BENEFITS**

The Company sponsors a 401(k) savings plan. Under the plan, employees may make contributions which are eligible for a Company discretionary percentage contribution as defined in the plan and determined by the Board of Directors. The Company recognized \$0.7 million and \$0.5 million of related compensation expense for the years ended December 31, 2018 and 2017, respectively.

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**14. SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

Supplemental cash flow information for the years ended December 31, 2018 and 2017 is as follows:

	<u>2018</u>	<u>2017</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>		
Cash paid for interest	\$ 4,399,972	\$ 2,293,590
<b>Noncash Financing and Investing Activities:</b>		
Equipment acquired reflected in accounts payable and accrued liabilities	\$ 238,790	\$ 544,125
Equipment acquired through capital lease	\$ 165,644	\$ —
Warrants issued in connection with notes payable	\$ —	\$ 614,513
End of term liability for senior notes payable	\$ —	\$ 2,760,000
Assets acquired through the issuance of common stock and liabilities assumed	\$ —	\$ 60,161,629

**15. CONCENTRATIONS**

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and cash equivalents and accounts receivable. At December 31, 2018, three customers accounted for approximately 95% of the Company's consolidated accounts receivable. At December 31, 2017, two customers accounted for 79% of the Company's total accounts receivable.

For the year ended December 31, 2018, BPC represented 56% of the Company's consolidated revenues, and two other customers totaled 31% of the Company's consolidated revenues. For the year ended December 31, 2017, BPC represented 47% of the Company's consolidated revenues, and another customer represented 31% of the Company's consolidated revenues.

**16. QUARTERLY FINANCIAL INFORMATION (UNAUDITED)**

In the opinion of management, the following unaudited consolidated financial information includes all normal and recurring adjustments considered necessary to present fairly the Company's results of operations for the periods indicated.

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	For the Three Months Ended			
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
<b>REVENUES:</b>				
Product revenue	\$ 4,006,298	\$ 4,620,841	\$ 4,194,602	\$ 4,020,715
License and other revenue	35,708	35,709	35,708	35,709
<b>Total Revenues</b>	<b>4,042,006</b>	<b>4,656,550</b>	<b>4,230,310</b>	<b>4,056,424</b>
<b>OPERATING EXPENSES:</b>				
Cost of product revenue (exclusive of amortization expense shown below)	12,242,748	9,645,662	9,164,109	11,142,116
Research and development (1)	965,571	1,040,427	1,002,818	917,304
Plasma center operating expenses	1,833,774	1,738,128	1,973,338	2,260,379
Amortization of intangibles	211,235	211,234	211,235	211,234
Selling, general and administrative (1)	5,321,181	5,438,480	5,670,210	6,073,051
<b>Total operating expenses</b>	<b>20,574,509</b>	<b>18,073,931</b>	<b>18,021,710</b>	<b>20,604,084</b>
<b>LOSS FROM OPERATIONS</b>	<b>(16,532,503)</b>	<b>(13,417,381)</b>	<b>(13,791,400)</b>	<b>(16,547,660)</b>
<b>OTHER INCOME (EXPENSE):</b>				
Interest income	26,546	33,070	75,581	60,206
Interest expense	(1,323,152)	(1,359,188)	(1,402,475)	(1,437,968)
Other expense	6,967	(4,332)	(17,191)	(112,565)
<b>Other expense, net</b>	<b>(1,289,639)</b>	<b>(1,330,450)</b>	<b>(1,344,085)</b>	<b>(1,490,327)</b>
<b>NET LOSS</b>	<b>\$ (17,822,142)</b>	<b>\$ (14,747,831)</b>	<b>\$ (15,135,485)</b>	<b>\$ (18,037,987)</b>
<b>BASIC AND DILUTED LOSS PER COMMON SHARE</b>	<b>\$ (0.39)</b>	<b>\$ (0.35)</b>	<b>\$ (0.33)</b>	<b>\$ (0.39)</b>
<b>WEIGHTED AVERAGE COMMON SHARES OUTSTANDING:</b>				
<b>Basic and Diluted</b>	<b>45,317,042</b>	<b>42,712,168</b>	<b>46,350,392</b>	<b>46,351,860</b>

(1) -For the three months ended March 31, June 30, and September 30, 2018, the Company reclassified \$0.3 million, \$0.4 million and \$0.3 million, respectively, of operating expenses from Research and development expenses to Selling, general and administrative expenses

**17. SUBSEQUENT EVENTS**

Transfer of Plasma Collection Facilities

Effective as of January 1, 2019, pursuant to the terms of the Biotest Transaction and as part of the purchase price for the Biotest Assets, the Company transferred to BPC two of its FDA-licensed source plasma collection facilities located in Norcross, GA and Marietta, GA. As a result of this transfer, the liability reflected in the accompanying consolidated balance sheets as of December 31, 2018 and 2017 in the amount of \$12.6 million has been satisfied, and the Company will record a non-cash gain for this amount in the first quarter of 2019, net of the book value of the assets being transferred, which consist primarily of inventory and property and equipment, of approximately \$1.1 million. In connection with this transfer, the Company and BPC entered into a transition services agreement (the "TSA"), pursuant to which the Company agreed to provide transition services to BPC, including services related to plasma operations, finance, human resources, contracts, regulatory affairs, information technology, quality systems and record retention (the "Services"), for a period of up to six months after the effective date of the TSA, subject to earlier termination or extension pursuant to the terms therein. In exchange for the Services, BPC will pay the Company based on an hourly billable rate which varies in amount depending on the ADMA staff member providing the Services. The TSA contains mutual confidentiality and indemnification provisions customary for an agreement of this nature.

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Refinancing of Senior Credit Facility

On February 11, 2019, (the “Perceptive Closing Date”), the Company and all of its subsidiaries entered into a Credit Agreement and Guaranty (the “Perceptive Credit Agreement”) with Perceptive Credit Holdings II, LP, as the lender and administrative agent (“Perceptive”). The Perceptive Credit Agreement provides for a senior secured term loan facility in a principal amount of up to \$72.5 million (the “Perceptive Credit Facility”), comprised of (i) a term loan made on the Perceptive Closing Date in the principal amount of \$45.0 million, as evidenced by the Company’s issuance of a promissory note (the “Perceptive Initial Note”) in favor of Perceptive on the Perceptive Closing Date (the “Perceptive Initial Term Loan”), and (ii) an additional term loan in the principal amount of up to \$27.5 million, but no less than \$10.0 million (the “Perceptive Additional Term Loan” and, together with the Perceptive Initial Term Loan, the “Perceptive Loans”), which Perceptive Additional Term Loan is subject to the satisfaction of certain conditions, including, but not limited to, the FDA’s approval of the PAS or the FDA’s approval of the RI-002 BLA, and no Material Adverse Changes (as defined in the Perceptive Credit Agreement) having occurred since December 31, 2017; provided, that the Perceptive Additional Term Loan shall not be made later than June 30, 2020. The Perceptive Credit Facility has a maturity date of March 1, 2022 (the “Perceptive Maturity Date”), subject to acceleration pursuant to the Perceptive Credit Agreement, including upon an Event of Default (as defined in the Perceptive Credit Agreement).

On the Perceptive Closing Date, the Company used \$30.0 million of the Perceptive Initial Term Loan to terminate and pay in full all of the outstanding obligations under the Marathon Credit Facility (see Note 7). The Company also (i) used \$2.8 million of the Perceptive Initial Term Loan to pay a deferred facility fee to Marathon, (ii) used \$6.5 million of the Perceptive Initial Term Loan to pay a prepayment penalty to Marathon, (iii) used \$0.7 million of the Perceptive Initial Term Loan to pay outstanding accrued interest to Marathon, and (iv) used proceeds of the Perceptive Initial Term Loan to pay certain fees and expenses incurred in connection with the Perceptive Credit Facility of approximately \$1.3 million. In addition, Marathon released the \$4.0 million of cash held in the debt service reserve account (see note 7) to the Company.

Borrowings under the Perceptive Credit Agreement will bear interest at a rate per annum equal to 7.5% (the “Applicable Margin”) plus the greater of (i) one-month LIBOR and (ii) 3.5%; provided, however, that upon, and during the continuance of, an Event of Default, the Applicable Margin shall automatically increase by an additional 400 basis points. On the last day of each month during the term of the Perceptive Credit Facility, the Company will pay accrued interest to Perceptive. The rate of interest in effect as of the Perceptive Closing Date was 11.0%.

On the Perceptive Maturity Date, the Company will pay Perceptive the entire outstanding principal amount underlying the Perceptive Loans and any accrued and unpaid interest thereon. Prior to the Perceptive Maturity Date, there will be no scheduled principal payments on the Perceptive Loans. The Company may prepay outstanding principal on the Perceptive Loans at any time and from time to time upon three business days’ prior written notice, subject to the payment to Perceptive of, (A) any accrued but unpaid interest on the prepaid principal amount plus (B) a redemption premium amount equal to (i) 5.0% of the prepaid principal amount, if prepaid on or prior to the first anniversary of the Perceptive Closing Date, (ii) 4.0% of the prepaid principal amount, if prepaid after the first anniversary of the Perceptive Closing Date and on or prior to the second anniversary of the Perceptive Closing Date, or (iii) 3.0% of the prepaid principal amount, if prepaid after the second anniversary of the Perceptive Closing Date and on or prior to the third anniversary of the Perceptive Closing Date.

All of the Company’s obligations under the Perceptive Credit Agreement are secured by a first-priority lien and security interest in substantially all of the Company’s tangible and intangible assets, including intellectual property and all of the equity interests in the Company’s subsidiaries.

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As consideration for the Perceptive Credit Agreement, the Company issued to Perceptive, on the Perceptive Closing Date, a warrant to purchase 1,360,000 shares of the Company's common stock (the "Perceptive Warrant"). The Perceptive Warrant has an exercise price equal to \$3.28 per share, which is equal to the trailing 10-day VWAP of the Company's common stock on the business day immediately prior to the Perceptive Closing Date multiplied by 1.15 (the "Closing Date Exercise Price"); provided, however, that following the Perceptive Closing Date until March 31, 2019, if the Closing Date Exercise Price exceeds the Automatic Adjustment Exercise Price (as defined below), the exercise price will automatically be decreased to (A) the lesser of (i) the 10-day VWAP of the common stock immediately following the public announcement, in the event such announcement occurs on or prior to March 31, 2019, concerning the FDA classification of the Company's January 4, 2019 response to the BIVIGAM CRL, or (ii) the public offering price per share of the Company's common stock, in the event that the Company closes a public offering of its common stock on or prior to March 31, 2019, multiplied by (B) 1.15 (such exercise price, the "Automatic Adjustment Exercise Price"). The Perceptive Warrant was valued by the Company at \$2.7 million as of the Perceptive Closing Date, and has an expiration date of February 11, 2029. Perceptive represented to the Company, among other things, that it was an "accredited investor" (as such term is defined in Rule 501(a) of Regulation D under the Securities Act and the Company issued the Perceptive Warrant in reliance upon an exemption from registration contained in Section 4(2) under the Securities Act. The Perceptive Warrant and the shares of common stock issuable thereunder may not be offered, sold, pledged or otherwise transferred in the U.S. absent registration or an applicable exemption from the registration requirements under the Securities Act.

## EXHIBIT INDEX

Exhibit No.	Description
2.1	<a href="#">Master Purchase and Sale Agreement, dated as of January 21, 2017, by and among Biotest Pharmaceuticals Corporation, ADMA BioManufacturing, LLC, ADMA Biologics, Inc., Biotest AG and Biotest US Corporation (incorporated herein by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K, filed with the SEC on January 23, 2017).</a>
3.1	<a href="#">Amended and Restated Certificate of Incorporation of the Company (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the SEC on June 12, 2017).</a>
3.2	<a href="#">Amended and Restated Bylaws (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the SEC on October 7, 2016).</a>
4.1	<a href="#">Specimen Common Stock Certificate (incorporated herein by reference to Exhibit 4.1 to Amendment No. 1 to the Company's Current Report on Form 8-K/A, filed with the SEC on March 29, 2012).</a>
4.2	<a href="#">Warrant Agreement, dated December 21, 2012, issued by the Company to Hercules Technology Growth Capital, Inc. (incorporated herein by reference to Exhibit 4.3 to the Company's Registration Statement on Form S-1, filed with the SEC on February 11, 2013).</a>
4.3	<a href="#">Form of Warrant Agreement, dated May 13, 2016, issued by the Company to Oxford Finance LLC (incorporated herein by reference to Exhibit 4.6 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on May 13, 2016).</a>
4.4	<a href="#">Warrant to Purchase Stock, dated October 10, 2017, issued by the Company to Marathon Healthcare Finance Fund, L.P. (incorporated herein by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the SEC on October 11, 2017).</a>
4.5	<a href="#">Warrant to Purchase Stock, dated February 11, 2019, issued by the Company to Perceptive Credit Holdings II, LP (incorporated herein by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the SEC on February 12, 2019).</a>
4.6	<a href="#">Note, dated February 11, 2019, issued by the Company to Perceptive Credit Holdings II, LP (incorporated herein by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the SEC on February 12, 2019).</a>
10.1†	<a href="#">2007 Employee Stock Option Plan, as amended by Amendment No. 3 (incorporated herein by reference to Exhibit A to the Information Statement on Schedule 14C, filed with the SEC on October 29, 2012).</a>
10.2†	<a href="#">Amended and Restated ADMA Biologics, Inc. 2014 Omnibus Incentive Compensation Plan (incorporated herein by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-8, filed with the SEC on August 18, 2017).</a>
10.3†	<a href="#">Amended and Restated Employment Agreement, dated January 29, 2019, by and between ADMA Biologics, Inc. and Adam Grossman (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on January 29, 2019).</a>
10.4†	<a href="#">Amended and Restated Employment Agreement, dated January 29, 2019, by and between ADMA Biologics, Inc. and Brian Lenz (incorporated herein by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the SEC on January 29, 2019).</a>
10.5†	<a href="#">Amended and Restated Employment Agreement, dated January 29, 2019, by and between ADMA Biologics, Inc. and James Mond, M.D., Ph.D. (incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the SEC on January 29, 2019).</a>
10.6+	<a href="#">Plasma Purchase Agreement, dated as of November 17, 2011, by and between Biotest Pharmaceuticals Corporation and ADMA Biologics, Inc., as amended by First Amendment to Plasma Purchase Agreement, dated as of December 1, 2011, by and between Biotest Pharmaceuticals Corporation and ADMA Biologics, Inc. (incorporated herein by reference to Exhibit 10.9 to Amendment No. 3 to the Company's Current Report on Form 8-K/A, filed with the SEC on June 22, 2012).</a>
10.6.1+	<a href="#">Second Amendment to Plasma Purchase Agreement, dated as of December 18, 2015, by and between Biotest Pharmaceuticals Corporation and ADMA Biologics, Inc. (incorporated herein by reference to Exhibit 10.3.1 to the Company's Annual Report on Form 10-K, filed with the SEC on March 23, 2016).</a>



10.6.2	<a href="#"><u>Third Amendment to Plasma Purchase Agreement, dated as of April 8, 2016, by and between Biotest Pharmaceuticals Corporation and ADMA Biologics, Inc. (incorporated herein by reference to Exhibit 10.3.2 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on May 13, 2016).</u></a>
10.6.3	<a href="#"><u>Fourth Amendment to Plasma Purchase Agreement, dated as of June 6, 2017, by and between Biotest Pharmaceuticals Corporation and ADMA Biologics, Inc. (incorporated herein by reference to Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on August 11, 2017).</u></a>
10.6.4+	<a href="#"><u>Fifth Amendment to Plasma Purchase Agreement, dated as of January 1, 2019, by and between Grifols Worldwide Operations Limited (as successor-in-interest to Biotest Pharmaceuticals Corporation) and ADMA Biologics, Inc. (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 10-K, filed with the SEC on January 2, 2019).</u></a>
10.7+	<a href="#"><u>Plasma Supply Agreement, dated as of June 6, 2017, by and between ADMA BioManufacturing, LLC and Biotest Pharmaceuticals Corporation (incorporated herein by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on August 11, 2017).</u></a>
10.7.1+	<a href="#"><u>Amendment #1 to the Plasma Supply Agreement, dated as of July 19, 2018, by and between Biotest Pharmaceuticals Corporation and ADMA BioManufacturing, LLC (incorporated herein by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on August 10, 2018).</u></a>
10.8+	<a href="#"><u>Plasma Purchase Agreement, dated as of June 6, 2017, by and between ADMA BioManufacturing, LLC and Biotest Pharmaceuticals Corporation (incorporated herein by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on August 11, 2017).</u></a>
10.8.1+	<a href="#"><u>Amendment to Plasma Purchase Agreement, dated as of July 19, 2018, by and between Biotest Pharmaceuticals Corporation and ADMA BioManufacturing, LLC (incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on August 10, 2018).</u></a>
10.9	<a href="#"><u>Amended and Restated Agreement for Services, effective as of January 1, 2016, as amended, by and between ADMA Biologics, LLC and Areth LLC (incorporated herein by reference to Exhibit 10.18 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on August 12, 2016).</u></a>
10.10	<a href="#"><u>Lease, effective as of February 17, 2017, by and between Home Center Properties, LLC and ADMA Bio Centers Georgia Inc. (incorporated herein by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K, filed with the SEC on February 24, 2017).</u></a>
10.11	<a href="#"><u>Purchase Agreement, dated as of June 6, 2017, by and among the Company, Biotest Pharmaceuticals Corporation and ADMA Bio Centers Georgia, Inc. (incorporated herein by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q, filed with the SEC on August 11, 2017).</u></a>
10.12	<a href="#"><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 the Company (incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the SEC on July 24, 2018).</u></a>
10.13	<a href="#"><u>Form of Indemnification Agreement (incorporated herein by reference to Exhibit 10.12 to the Company's Current Report on Form 8-K, filed with the SEC on February 13, 2012).</u></a>
10.14	<a href="#"><u>Subordinated Loan Agreement, dated as of June 6, 2017, by and among the Company, ADMA BioManufacturing, LLC and Biotest Pharmaceuticals Corporation (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on June 12, 2017).</u></a>
10.15	<a href="#"><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 the Company (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on July 24, 2018).</u></a>

10.16	<a href="#"><u>Credit Agreement and Guaranty, dated as of February 11, 2019, by and among the Company, ADMA Plasma Biologics, Inc., ADMA Bio Centers Georgia Inc., ADMA BioManufacturing, LLC, and Perceptive Credit Holdings II, LP. (incorporated herein by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K, filed with the SEC on February 12, 2019).</u></a>
10.17	<a href="#"><u>Security Agreement, dated as of February 11, 2019, by and among the Company, ADMA Plasma Biologics, Inc., ADMA Bio Centers Georgia Inc., ADMA BioManufacturing, LLC, and Perceptive Credit Holdings II, LP. (incorporated herein by reference to Exhibit 10.2 to the Company’s Current Report on Form 8-K, filed with the SEC on February 12, 2019).</u></a>
10.18+	<a href="#"><u>License Agreement, effective as of December 31, 2012, by and between ADMA Biologics, Inc. and Biotest AG (incorporated herein by reference to Exhibit 10.21 to the Company’s Registration Statement on Form S-1, filed with the SEC on February 11, 2013).</u></a>
10.18.1	<a href="#"><u>First Amendment to License Agreement, dated as of June 6, 2017, by and between the Company and Biotest AG (incorporated herein by reference to Exhibit 10.8 to the Company’s Quarterly Report on Form 10-Q, filed with the SEC on August 11, 2017).</u></a>
10.19+	<a href="#"><u>Manufacturing Agreement, dated as of September 30, 2011, by and between ADMA BioManufacturing, LLC (as successor-in-interest to Biotest Pharmaceuticals Corporation) and Sanofi Pasteur S.A. (incorporated herein by reference to Exhibit 10.24 to the Company’s Annual Report on Form 10-K, filed with the SEC on March 29, 2018).</u></a>
10.19.1+	<a href="#"><u>Amendment #2 to the Manufacturing Agreement, effective as of August 1, 2016, by and between ADMA BioManufacturing, LLC (as successor-in-interest to Biotest Pharmaceuticals Corporation) and Sanofi Pasteur S.A. (incorporated herein by reference to Exhibit 10.24.1 to the Company’s Annual Report on Form 10-K, filed with the SEC on March 29, 2018).</u></a>
10.19.2+	<a href="#"><u>Amendment #3 to the Manufacturing Agreement, effective as of December 21, 2017, by and between ADMA BioManufacturing, LLC and Sanofi Pasteur S.A. (incorporated herein by reference to Exhibit 10.24.2 to the Company’s Annual Report on Form 10-K, filed with the SEC on March 29, 2018).</u></a>
10.20	<a href="#"><u>Stockholders Agreement, dated as of June 6, 2017, by and between the Company and Biotest Pharmaceuticals Corporation (incorporated herein by reference to Exhibit 10.2 to the Company’s Current Report on Form 8-K, filed with the SEC on June 12, 2017).</u></a>
10.21+	<a href="#"><u>Transition Services Agreement, dated as of June 6, 2017, by and between ADMA BioManufacturing, LLC and Biotest Pharmaceuticals Corporation (incorporated herein by reference to Exhibit 10.4 to the Company’s Quarterly Report on Form 10-Q, filed with the SEC on August 11, 2017).</u></a>
10.22++	<a href="#"><u>Transition Services Agreement, dated as of January 1, 2019, by and between the Company and Biotest Pharmaceuticals Corporation.</u></a>
10.23	<a href="#"><u>Share Transfer, Amendment and Release Agreement, dated as of May 14, 2018, by and among the Company, ADMA BioManufacturing, LLC, ADMA Bio Centers Georgia Inc., Biotest Pharmaceuticals Corporation, Biotest AG, The Biotest Divestiture Trust and Biotest US Corporation (incorporated herein by reference to Exhibit 10.1 to the Company’s Quarterly Report on Form 10-Q, filed with the SEC on August 10, 2018).</u></a>
21.1*	<a href="#"><u>Subsidiaries of the Company.</u></a>
23.1*	<a href="#"><u>Consent of CohnReznick LLP.</u></a>
31.1*	<a href="#"><u>Certification of Principal Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>
31.2*	<a href="#"><u>Certification of Principal Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>
32.1**	<a href="#"><u>Certification of Principal Executive Officer pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u></a>

32.2**	<a href="#">Certification of Principal Financial Officer pursuant to 18 U.S.C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
101*	The following materials from ADMA Biologics, Inc. Form 10-K for the year ended December 31, 2018, formatted in Extensible Business Reporting Language (XBRL): (i) Consolidated Balance Sheets at December 31, 2018 and December 31, 2017, (ii) Consolidated Statements of Operations for the years ended December 31, 2018 and 2017 (iii) Consolidated Statements of Changes in Stockholders' (Deficit) Equity for the years ended December 31, 2018 and 2017, (iv) Consolidated Statements of Cash Flows for the years ended December 31, 2018 and 2017 and (v) Notes to Consolidated Financial Statements.

+ Confidential treatment has been granted with respect as to certain portions of this exhibit. Such portions have been redacted and submitted separately to the SEC.

++ Confidential treatment has been requested with respect as to certain portions of this exhibit. Such portions have been redacted and submitted separately to the SEC.

\* Filed herewith.

\*\* Furnished herewith.

† Management compensatory plan, contract or arrangement.

Confidential treatment has been requested 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.

**TRANSITION SERVICES AGREEMENT**

**by and among**

**ADMA BIO CENTERS GEORGIA INC. and ADMA BIOLOGICS, INC.**

**and**

**BIOTEST PHARMACEUTICALS CORPORATION**

**Effective as of January 1, 2019**

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Confidential treatment has been requested 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.

## TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this “Agreement”), with an effective date of January 1, 2019 (the “Effective Date”), is entered into by and among **ADMA Biologics, Inc.**, a Delaware corporation (“ADMA Biologics”), **ADMA Bio Centers Georgia Inc.**, a Delaware corporation (“ADMA Bio Centers”) (collectively “ADMA”), and **Biotest Pharmaceuticals Corporation**, a Delaware corporation (“BPC”). ADMA and BPC shall be separately referred to herein as a “Party” and together as the “Parties.”

WHEREAS, ADMA and BPC entered into a Purchase Agreement dated June 6, 2017 (as the same may be amended, supplemented, restated and/or modified from time to time, the “Purchase Agreement”), pursuant to which ADMA has agreed to sell and BPC has agreed to purchase the Acquired Assets as more fully described in the Purchase Agreement; and

WHEREAS, the Purchase Agreement requires that BPC and ADMA enter into this Agreement at the Effective Time (as defined in Purchase Agreement) to properly document the transition services to be provided by ADMA and/or Third Party Service Providers (as defined below) to BPC.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements entered into herein and in the Purchase Agreement, and intending to be legally bound hereby, ADMA and BPC agree as follows:

### ARTICLE 1

#### DEFINITIONS AND REFERENCES

##### 1.1 Defined Terms.

Certain Defined Terms. For all purposes of this Agreement:

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, such Person. For purposes of this definition, the term “Control,” when used with respect to any specified Person, means the power to direct or cause the direction of the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “Controlling” and “Controlled” have correlative meanings.

“Information” means all information of either Party, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including non-public financial information, studies, reports, records, books, accountants’ work papers, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, computer configurations, donor information, disks, diskettes, tapes, computer programs or other software, marketing plans, customer data, communications by or to attorneys, memos and other materials prepared by attorneys and accountants or under their direction (including attorney work product), and other technical, financial, legal, employee or business information or data.

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Confidential treatment has been requested 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.

“Law” means each provision of any applicable federal, provincial, state, local or foreign law, statute, ordinance, order, code, requirement, rule or regulation, promulgated or issued by any governmental authority, as well as any judgments, decrees, injunctions or agreements issued or entered into by any governmental authority.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, trust or unincorporated organization or Governmental Authority.

“Subsidiary” means, with respect to any Person, any and all corporations, partnerships, limited liability companies, joint ventures, associations and other entities of which such Person owns, directly or indirectly, more than 50% of the voting securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such entity.

“Term” has the meaning assigned to such term in Section 3.1.

“Third Party Service Providers” shall mean third parties which are or will be engaged by ADMA or its Affiliates to assist in the delivery of its obligations under this Agreement.

“Transition” means the transition of the Services provided by ADMA or a Third Party Service Provider to BPC.

The remainder of capitalized terms used in this Agreement and not defined herein shall have the meanings given to such terms in the Purchase Agreement.

## **1.2 Construction of Certain Terms and Phrases.**

Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (d) all references herein to “Articles,” “Sections” and “Schedules” are to Articles, Sections and Schedules of this Agreement; (e) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; and (f) references to a Person are also to its successors and permitted assigns.

Confidential treatment has been requested 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.

## ARTICLE 2

### SERVICES

#### 2.1 Services.

a) The term “Services” shall mean and refer solely to those services the scope of which are described in Schedule 1 (the “Service Schedule”). References herein to this Agreement shall include the Service Schedule. To the extent there is a conflict between the terms of this Agreement and the Service Schedule, the Service Schedule shall control.

b) At any time during the Term (as defined in Section 3.1), subject to the other terms of this Agreement, the Parties may agree to subtract from/add to the Services being performed under a Service Schedule without violating this Agreement. Any agreed changes shall be in writing by both Parties and signed by an authorized representative of each Party (a “Change Order”). Any additional work required as a result of a Change Order shall be done at the rate specified in Exhibit A unless otherwise provided in the applicable Change Order.

c) Commencing on the Effective Date and continuing throughout the applicable Term, subject to changes in applicable Law, ADMA agrees to provide the Services in accordance with the Service Schedule. ADMA shall provide the Services to the same extent and with at least the same level of service and degree of quality that services of a similar kind were provided by ADMA immediately prior to the Effective Date, in a commercially reasonable manner comparable to how ADMA provides similar services to its own business and in a manner consistent with reasonable industry standards. Further ADMA shall use commercially reasonable efforts to cause any Third Party Service Providers to provide to BPC to the same extent and with at least the same level of service and degree of quality that services of a similar kind were provided by such Third Party Service Providers prior to the Effective Date.

d) To the extent that any of the assets required by a ADMA to provide any Services are the property of ADMA following the Effective Date, ADMA hereby grants to BPC a limited, non-exclusive license and right to use such assets, for a period not to exceed the applicable Term, for the purpose of providing such Services and aiding the Transition on the terms and subject to the conditions set forth in this Agreement.

e) ADMA shall cause its employees to comply with all applicable Laws in connection with the provision of the Services.



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f) The Parties shall use their respective commercially reasonable efforts to complete the Transition as soon as practicable and in no event later than the expiration of the applicable Term and shall commit and provide sufficient and appropriate resources to timely complete the Transition. During the applicable Term, ADMA shall also use its commercially reasonable efforts to maintain its current Federal and State licenses, permits, etc. reasonably necessary to operate the Acquired Assets and assist BPC in obtaining licenses and/or consents or other necessary approvals with or from any governmental agency or any of such Third Party Service Providers who are providing Services to BPC or to ADMA for the benefit of BPC; *provided* that, except as expressly set forth on the Service Schedule, in no event shall such assistance by ADMA require or be deemed to require ADMA to incur any additional costs or make any additional payments to any such Third Party Service Providers, in each case other than any required immaterial third-party documentation and/or processing fees and expenses; *provided, further*, that BPC may, at its option, make such payments in order to maintain or secure the services of such Third Party Service Provider. After the expiration of the applicable Term, BPC shall be responsible for obtaining for its own benefit such licenses, consents or other necessary approvals from such Third Party Service Providers.

g) BPC acknowledges and agrees that, other than complying with the applicable efforts obligations under Section 2.1(f) above, (i) ADMA has no obligation to actually obtain licenses or consents with any Third Party Service Provider in connection with the Services and (ii) any failure by ADMA to actually obtain any such license or consent will not constitute a breach of this Agreement or the negligence or willful misconduct of ADMA; *provided* that failure to obtain any such license or consent shall not relieve ADMA of its obligations to provide the applicable Services set forth herein, unless providing such Services without such license or consent would violate applicable Law or cause ADMA to be in breach of or default under ADMA’s Contract with such Third Party Service Provider (other than in a de minimis respect), in which case ADMA will not be obligated to provide such Services. BPC shall not have any liability resulting from ADMA’s failure to obtain any such license or consent; *provided* that BPC has complied with the applicable efforts obligations under Section 2.1(f) above.

h) Notwithstanding anything to the contrary herein, this Agreement does not apply to the services that are expressly agreed to be provided by, or the other obligations of, a Party (or any of their Subsidiaries) to the other Party (or any of their Subsidiaries) pursuant to that certain Transition Services Agreement, dated as of June 6, 2017, by and between ADMA BioManufacturing, LLC, a Delaware limited liability company, and BPC (the “Existing TSA”), or any other existing commercial agreement between the Parties (or any of their Subsidiaries).

i) If, after the execution of this Agreement, the Parties reasonably determine that a service that (i) was provided by ADMA or a Third Party Service Provider prior to the Effective Date and (ii) is reasonably necessary to the conduct of such business after the Effective Date, was unintentionally omitted from the Service Schedule, then subject to the terms and conditions of this Agreement, ADMA shall provide (or shall use commercially reasonable efforts to cause such Third Party Service Provider to provide) such additional service to BPC and a Service Schedule shall be created for such service, it being agreed by the Parties that the charges for such additional Services shall be determined in accordance with Exhibit A.

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j) The Parties hereby agree ADMA is under no obligation to enter into any new engagements with additional Third Party Service Providers in connection with this Agreement unless (i) ADMA is entering into such new engagements with respect to its own internal business or in its ordinary course of business and (ii) BPC is not able to engage its own Third Party Service Providers with respect to the same subject matter within the applicable timing needs of BPC. BPC shall use its commercially reasonable efforts to transition from ADMA (or any of its Subsidiaries) and the Third Party Service Providers to itself or its own Third Party Service Providers as promptly as practicable and, in any event, prior to the expiration of the applicable Term.

## 2.2 Fees & Costs.

a) Schedule A sets forth the fees to be paid by BPC for the Services to be provided by ADMA (collectively, the “Fees”).

b) Not more than [\*\*\*] ([\*\*\*)] days following the end of each calendar month during the applicable Term, each ADMA (directly or through one or more of its Affiliates) shall issue a monthly invoice to BPC, setting forth the Fees (itemized by Service) and any applicable taxes payable by BPC for such calendar month.

c) Except as otherwise provided herein or in the Service Schedule, the aggregate undisputed Fees under the Service Schedule shall be paid in full by BPC within [\*\*\*] ([\*\*\*)] days following receipt of an invoice from ADMA, unless BPC in good faith disputes the amount of Fees contained in any such invoice, as provided in Section 2.3(d) below. ADMA may charge BPC a late fee of [\*\*\*] percent ([\*\*\*)% per month for any undisputed Fees not paid when due.

d) If BPC, in good faith, disputes any Fees, it shall promptly submit to ADMA written notice of such dispute and may withhold from its payment of the relevant invoice only such disputed amounts (except for applicable taxes), subject to resolution in accordance with Section 6.2; *provided, however*, that in no event shall BPC dispute any Fees with respect to Services provided to BPC by a Third Party Service Provider to the extent such Fees are documented by an invoice of such Third Party Service Provider and a copy of such invoice is delivered to BPC. Pending resolution of such disputed Fees, ADMA shall be obligated to continue providing Services in accordance with this Agreement.

e) BPC understands that prior to the Effective Date, ADMA may have contracted with Affiliates or Third Party Service Providers to provide services in connection with all or any portion of the Services. In providing Services hereunder, ADMA may subcontract with its present and future Affiliates or Third Party Service Providers to provide such Services (and may increase the scope of such engagement of Affiliates or Third Party Service Providers).

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f) Promptly after receiving written notice thereof, ADMA shall use its commercially reasonable efforts to correct any errors or omissions in any of the Services that it has provided to BPC hereunder.

### **2.3 Transition.**

During the period of the applicable Term hereunder, each of ADMA and BPC shall cooperate with each other with respect to the Transition and shall use their respective commercially reasonable efforts to timely complete the Transition during such applicable Term.

### **2.4 Computer and Books and Records Access.**

Each Party shall keep complete and accurate records in all material respects in connection with the provision of Services and such records shall be kept in sufficient detail to permit independent audit of such records in accordance with this Section 2.4. Neither Party shall use its access to the confidential information of the other Party for anything other than the receipt or provision, as applicable, of the Services hereunder. Notwithstanding anything to the contrary in this Agreement, no Party shall be required to disclose any information to the other Party, its legal representatives, independent accountants or auditors if doing so would (a) contravene any Law to which such Party is subject or any agreement by which such Party is bound or (b) result in the waiver of any attorney-client privilege or work product protection of such Party.

## **ARTICLE 3**

### **TERM AND TERMINATION**

#### **3.1 Term.**

Subject to the last sentence of this Section 3.1, the term of this Agreement shall commence on the Effective Date and end on the six (6) month anniversary thereof, unless earlier terminated in accordance with Section 3.2 below; *provided, however*, that if the Parties wish to extend the term for which BPC will receive any of the Services hereunder beyond the initial term, the Parties shall enter into good faith negotiations at least thirty (30) days prior to the termination of the applicable initial term and following such negotiation may enter into a written agreement at least ten (10) days prior to the termination of the applicable initial term, which term may then be extended for such Service for an additional period not to exceed three (3) months from the scheduled initial expiration of the applicable initial term for such Service (the foregoing time periods, as the case may be, including any applicable extension, referred to herein as the applicable “Term”). If the Parties agree (or if required by applicable Law), the Service Schedules will set forth any shorter periods for which particular Services will be provided. Notwithstanding the foregoing, ADMA agrees to negotiate in good faith an extension of this Agreement in the event BPC is unable after exercising commercially reasonable efforts to obtain all necessary government licenses and approvals to operate the Acquired Assets.

Confidential treatment has been requested 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.

### 3.2 Termination.

a) Except as otherwise provided by Law, this Agreement may be terminated by either BPC or ADMA at any time upon written notice to the other Party, if (i) the other Party is adjudicated as bankrupt, (ii) any insolvency, bankruptcy or reorganization proceeding is commenced by the other Party under any insolvency, bankruptcy or reorganization act, (iii) any action is taken by others against the other Party under any insolvency, bankruptcy or reorganization act and such Party fails to have such proceeding stayed or vacated within ninety (90) days or (iv) if the other Party makes an assignment for the benefit of creditors, or a receiver is appointed for the other Party which is not discharged within thirty (30) days after the appointment of the receiver.

b) Any Service provided hereunder may be terminated by ADMA at any time upon written notice to BPC if BPC fails to pay the amount of any undisputed Fees payable by it for such Service in accordance with Section 2.3 hereof and such failure is not cured within thirty (30) days after written notice from ADMA.

c) Any Service provided hereunder may also be terminated by either ADMA or BPC at any time upon written notice to the other Party if the other Party is in material breach of any of its obligations under this Agreement with respect to such Service (other than BPC’s obligation to pay the amount of any undisputed Fees payable for such Service in accordance with Section 2.3 hereof); *provided*, that in the event that BPC or ADMA, as the case may be, desires to terminate any Service pursuant to this Section 3.2(c), the Party that wishes to terminate such Service shall provide a Dispute Escalation Notice to the other Party and termination of such Service shall be permitted only after the Parties have complied with the dispute resolution procedures set forth in Section 6.2.

d) Any Service provided hereunder may also be terminated by BPC at the end of any calendar month; *provided*, that except as otherwise provided in the Service Schedule, BPC shall give ADMA at least fifteen (15) Business Days prior written notice specifying the date that such termination is to be effective (or such shorter notice as may be agreed upon by BPC and ADMA). Notwithstanding the foregoing, no prior notice is required to terminate any Service for which the Transition of such Service has been completed, which termination shall be effective immediately upon receipt of such notice by ADMA.

Confidential treatment has been requested 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.

### **3.3 Effect of Termination.**

In the event this Agreement or any Services are validly terminated as provided herein, each of the Parties shall be relieved of its duties and obligations arising with respect thereto after the date of such termination; *provided, however*, that (i) the provisions set forth in Articles IV, V and VI hereof shall survive any termination of this Agreement, (ii) such termination in and of itself shall not relieve a Party of liability for a breach prior to the date of such termination and (iii) such termination shall not relieve BPC of its obligation to pay accrued and unpaid Fees through the date of such termination which shall be paid within thirty (30) days of such termination. For the avoidance of doubt, in the event of any termination of one or more Services, the Fees applicable to such Services, in accordance with Section 2.3 above, shall no longer be charged or due after the effective date of such termination and in the event of a material reduction by BPC of the amount of the Services it elects to continue to receive, the Fees applicable to such Services shall be appropriately reduced thereafter if costs to the ADMA are correspondingly reduced as a result of such reduction.

## **ARTICLE IV**

### **CONFIDENTIALITY**

#### **4.1 General.**

The Parties agree to maintain the confidentiality of the contents of this Agreement and the dealings between the Parties with the same degree of care as they use to protect their own proprietary, confidential or trade secret information (*provided*, that in no event shall either Party use less than a reasonable degree of care). Subject to the last sentence of this Section 4.1, neither Party shall disclose to any third party any Information received from the other hereunder without such other Party’s prior written consent and shall use such Information only for the purpose of this Agreement. This Section 4.1 shall not apply to any Information which (i) was in the public domain at the time of its disclosure or thereafter becomes part of the public domain by publication or otherwise subsequent to the time of disclosure under this Agreement other than as a result of disclosure by the receiving party or its representatives in breach of this Agreement or any other duty of confidentiality; (ii) is independently developed by the receiving party without use of the other Party’s Information; (iii) is disclosed with the written approval of the disclosing party; (iv) is furnished to the receiving party by a third party having the authority to disclose such Information and, to the knowledge of the receiving party, the disclosure of such Information by the third party to the receiving party is not subject to a confidentiality obligation; (v) is disclosed by Law or in response to a valid order of a court or other governmental body of competent jurisdiction, but only to the extent legally required on the advice of outside legal counsel and for the purpose of such Law, and only if the receiving party first notifies the disclosing party of the required disclosure and permits the disclosing party, at its sole expense, to seek an appropriate legal remedy to maintain the Information in secret (and if the disclosing party seeks such a legal remedy, the receiving party agrees to, and to cause its representatives to, cooperate as the disclosing party shall reasonably request at the disclosing party’s expense); or (vi) is required to be included in any filings made with the U.S. Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (which, for the avoidance of doubt, shall include filing a copy of this Agreement with the U.S. Securities and Exchange Commission); *provided, however*, that the Parties shall use commercially reasonable efforts to obtain confidential treatment of any Information that is disclosed pursuant to this clause (vi).

Confidential treatment has been requested 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.

#### **4.2 Return or Destruction of Confidential Information.**

Upon the expiration of the applicable Term, upon the disclosing party’s request, the receiving party shall promptly either return, destroy or erase (including expunging all Information from any computer, server or other device containing such information) all Information (including all copies, reproductions, summaries, analyses or extracts thereof or based thereon) in the possession or control of the receiving party or any of its representatives (and, in the case of destruction or erasure, provide to the disclosing party a certificate addressed to the disclosing party confirming such destruction or erasure). Notwithstanding any such return, destruction or erasure of the Information, the receiving party and its representatives shall continue to be bound by the obligations of confidentiality hereunder. Notwithstanding the foregoing, the receiving party and its representatives (a) may retain the Information to comply with applicable Law or bona fide internal record-keeping policies and (b) shall not be required to erase or expunge any Information residing on the receiving party’s automatic electronic backup or archival systems to the extent impracticable; *provided*, that the receiving party and its representatives shall continue to be bound by the obligations of confidentiality and use hereunder until the sooner of the time such Information is returned or destroyed in accordance herewith or the two year anniversary of the expiration of the applicable Term.

#### **4.3 Survival.**

The obligations of confidentiality in this section shall survive the termination of this Agreement and shall continue with respect to donor information without limit of time and in respect of other confidential information for a period of [\*\*\*] ([\*\*\*) years.

### **ARTICLE 5**

#### **INDEMNIFICATION**

##### **5.1 Indemnification.**

a) From and after the Effective Date, ADMA shall indemnify BPC, BPC’s Affiliates and each of their respective officers, directors, stockholders, employees, agents, representatives, successors and permitted assigns (each, a “BPC Indemnified Party”) against and hold them harmless from any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties (including reasonable and documented fees for outside counsel, accountants and other outside consultants) (collectively, “Losses”) suffered or incurred by such BPC Indemnified Party in connection with (1) a breach of this Agreement by ADMA, (2) the negligence or willful misconduct of ADMA in its performance of its obligations hereunder.

Confidential treatment has been requested 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.

b) BPC shall indemnify ADMA, ADMA’s Affiliates and each of their respective officers, directors, stockholders, employees, agents, representatives, successors and permitted assigns (each, an “ADMA Indemnified Party” and any ADMA Indemnified Party or BPC Indemnified Party, an “Indemnified Party”) against and hold them harmless from any and all Losses suffered or incurred by such ADMA Indemnified Party in connection with (1) a breach of this Agreement by BPC, (2) BPC’s use of ADMA’s U.S. Food and Drug Administration license while operating the Acquired Assets, and (3) the negligence or willful misconduct of BPC in its performance of its obligations hereunder.

c) Notwithstanding anything to the contrary in Section 5.1(a) or 5.1(b), the Party against whom an indemnification claim is made under this Agreement (the “Indemnifying Party”) shall not be deemed to have breached this Agreement, to have been negligent or to have engaged in willful misconduct, to the extent that Losses arise as a result of information provided by or on behalf of the Indemnified Party to the Indemnifying Party or any actions taken or omitted to be taken by the Indemnifying Party upon the written direction or instruction of such Indemnified Party.

d) For avoidance of doubt, this Article V applies solely to the specific matters and activities covered by this Agreement (and not to matters specifically covered by the Purchase Agreement, Existing TSA or any other existing commercial agreement between the Parties (or any of their Subsidiaries)). Nothing in this Agreement shall limit the indemnification rights of the Parties under the Purchase Agreement, Existing TSA or any other existing commercial agreement between the Parties (or any of their Subsidiaries) and shall not be taken into account for purposes of determining or calculating Losses thereunder, nor shall this Agreement or the Services to be provided hereunder modify the Parties’ obligations under any other agreement.

e) The amount of any Losses payable under Section 5.1 by the Indemnifying Party shall be net of any amounts actually recovered by the Indemnified Party from any other Person alleged to be responsible therefor. If the Indemnified Party receives any amounts from any other Person alleged to be responsible for any Losses subsequent to an indemnification payment by the Indemnifying Party, then the Indemnified Party shall promptly reimburse the Indemnifying Party for the amount actually paid by the Indemnifying Party to the Indemnified Party in respect of such indemnification payment up to the amount received by the Indemnified Party, net of any expenses incurred by the Indemnified Party in collecting such amount.



Confidential treatment has been requested 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.

## 5.2 Procedures for Indemnification of Third Party Claims.

a) In order for any Indemnified Party to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving an Action by any third Person against the Indemnified Party (a “Third-Party Claim”), such Indemnified Party must notify the Indemnifying Party of such Third-Party Claim in writing (and stating in reasonable detail in light of circumstances then known to such Indemnified Party the basis of such Third-Party Claim) promptly after receipt by such Indemnified Party of notice of the Third-Party Claim; *provided, however*, that failure by such Indemnified Party to give such notification shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent the Indemnifying Party (i) demonstrates that it has been actually and materially prejudiced as a result of such failure or (ii) forfeits any rights or defenses that would otherwise have been available to the Indemnifying Party but for such failure. Thereafter, to the extent legally permissible, the Indemnified Party shall deliver to the Indemnifying Party, within five (5) Business Days after the Indemnified Party’s receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third-Party Claim.

b) If a Third-Party Claim is made against an Indemnified Party, the Indemnifying Party shall be entitled (i) to participate in the defense thereof, and (ii) if it so chooses, upon written notice delivered to the Indemnified Party within thirty (30) days after receipt of notice of such Third-Party Claim from the Indemnified Party, to assume the defense thereof, in each case, with counsel selected by the Indemnifying Party, which counsel shall be reasonably satisfactory to the Indemnified Party; *provided*, that the Indemnifying Party shall not be entitled to assume the defense of any Third-Party Claim if any of the conditions set forth in Section 5.2(c) is not satisfied. Should the Indemnifying Party so elect to assume the defense of a Third-Party Claim, and is permitted to do so under Section 5.2(c), (x) the Indemnifying Party shall not be liable to the Indemnified Party for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof, and (y) the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood that the Indemnifying Party shall control such defense (subject to Section 5.2(c)). The Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnified Party for any period during which the Indemnifying Party has not assumed the defense thereof; *provided, however*, that the Indemnifying Party will not be required to pay the fees and expenses of more than one counsel for all Indemnified Parties in any jurisdiction in any single Third-Party Claim. The Indemnifying Party or the Indemnified Party, as the case may be, shall at all times use reasonable efforts to keep the Indemnifying Party or the Indemnified Party, as the case may be, reasonably apprised of the status of any matter the defense of which they are maintaining. If the Indemnifying Party chooses to defend or prosecute a Third-Party Claim, all the Indemnified Parties shall reasonably cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the Indemnifying Party’s request) the provision to the Indemnifying Party of records and information that are reasonably relevant to such Third- Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the Indemnifying Party assumes the defense of a Third-Party Claim, the Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge, such Third-Party Claim without the Indemnifying Party’s prior written consent (which consent shall not be unreasonably withheld). If the Indemnifying Party assumes the defense of a Third-Party Claim, the Indemnified Party shall agree to any settlement, compromise or discharge of such Third-Party Claim if (I) the Indemnifying Party recommends such settlement, compromise or discharge, (II) the Indemnifying Party would be obligated to pay the full amount of the Losses in connection with such Third- Party Claim under the terms of this Agreement and (III) such settlement, compromise or discharge completely and unconditionally releases the Indemnified Party from all Losses in connection with such Third-Party Claim, does not entail any admission of liability on the part of the Indemnified Party and would not otherwise adversely affect the Indemnified Party. Any consent to be given by an Indemnified Party under this Section 5.2(b) shall be given by ADMA or BPC, as applicable.

Confidential treatment has been requested 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.

c) Notwithstanding Section 5.2(b), the Indemnifying Party shall not be entitled to control the defense or settlement of any Third-Party Claim if any of the following conditions are not satisfied:

- i. the Indemnifying Party must diligently defend such Third-Party Claim;
- ii. the Indemnifying Party must furnish the Indemnified Party with evidence reasonably satisfactory to the Indemnified Party that the financial resources of the Indemnifying Party, in the Indemnified Party’s reasonable judgment, are and will be sufficient (when considering Losses in respect of all other outstanding claims by the applicable Indemnified Parties under this Article V) to satisfy any Losses relating to such Third-Party Claim;
- iii. such Third-Party Claim shall not involve criminal actions or allegations of criminal conduct by the Indemnified Party, and shall not involve Actions for specific performance or other equitable relief against the Indemnified Party;
- iv. such Third-Party Claim would not reasonably be expected to have a material adverse effect on the Indemnified Party’s business and does not relate to its customers, suppliers, vendors or other service providers; and
- v. there does not exist, in the Indemnified Party’s good faith judgment based on the advice of outside legal counsel, a conflict of interest which, under applicable principles of legal ethics, would reasonably be expected to prohibit a single legal counsel from representing both the Indemnified Party and the Indemnifying Party in such Third-Party Claim.

Confidential treatment has been requested 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.

d) In the event of payment by or on behalf of any Indemnifying Party to any Indemnified Party in connection with any Third Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnified Party as to any events or circumstances in respect of which such Indemnified Party may have any right, defense or claim relating to such Third Party Claim against any claimant or plaintiff asserting such Third Party Claim or against any other Person. Such Indemnified Party shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

### **5.3 Procedures for Indemnification of Third Party Claims.**

In the event any Indemnified Party should have a claim against any Indemnifying Party under Section 5.1 that does not involve a Third Party Claim being asserted against or sought to be collected from such Indemnified Party, the Indemnified Party shall deliver written notice of such claim with reasonable promptness to the Indemnifying Party. Such notice shall describe the claim in reasonable detail, and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party in respect of such claim. Notwithstanding the foregoing, the failure of any Indemnified Party or other Person to give notice as provided in this Section 5.3 shall not relieve the related Indemnifying Party of its obligations under this Article V, except to the extent that the Indemnifying Party (a) demonstrates that it has been actually and materially prejudiced by such failure or (b) forfeits any rights or defenses that would otherwise have been available to the Indemnifying Party but for such failure. The Indemnifying Party shall have thirty (30) calendar days after its receipt of such notice to respond in writing to such claim. If the Indemnifying Party does not respond in writing within thirty (30) days after its receipt of such notice, such claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under Section 5.1, and the Indemnifying Party shall pay the amount of such Losses to the Indemnified Party on demand or, in the case of any written notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party responds within thirty (30) days and in such response disputes its obligation to indemnify the Indemnified Party with respect to all or part of such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations within thirty (30) days of notice of such dispute from the Indemnifying Party, such dispute shall be resolved in accordance with Section 6.3.

### **5.4 Indemnification Payments.**

All amounts required to be paid pursuant to this Article V shall be paid promptly in immediately available funds by wire transfer to a bank account designated by the Indemnified Party.

Confidential treatment has been requested 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.

**5.5 Limitation on Damages.**

a) IN NO EVENT SHALL EITHER PARTY AND/OR ITS AFFILIATES OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS BE LIABLE REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, INCLUDING LOST PROFITS, LOSS OF DATA OR BUSINESS INTERRUPTION (EXCEPT TO THE EXTENT SUCH EXCLUDED DAMAGES ARE AWARDED TO A THIRD PARTY IN A FINAL, NON-APPELABLE ORDER BY A COURT OF COMPETENT JURISDICTION IN CONNECTION WITH A THIRD PARTY CLAIM).

b) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE AGGREGATE LOSSES FOR WHICH EACH PARTY IS OBLIGATED TO INDEMNIFY THE APPLICABLE INDEMNIFIED PARTIES UNDER SECTION 5.1 SHALL IN NO EVENT EXCEED [\*\*\*] DOLLARS (\$[\*\*\*]); PROVIDED THAT THE CAP SHALL NOT APPLY TO LOSSES AWARDED IN ANY THIRD PARTY CLAIM FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION.

**5.6 Disclaimer of Warranties.**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, WRITTEN OR ORAL, WITH RESPECT TO THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING WARRANTIES WITH RESPECT TO MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

**5.7 Survival.**

The provisions of Article V shall survive termination of this Agreement.

Confidential treatment has been requested 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.

## ARTICLE 6

### MISCELLANEOUS

#### 6.1 Cooperation.

Each Party shall, and shall cause its Affiliates to, use commercially reasonable efforts to cooperate with the other Party in all matters relating to the provision and receipt of Services, including providing information and documentation sufficient for the other Party to provide the Services and making available, as reasonably requested by the other Party, timely decisions, approvals and acceptances in order that the other Party may perform their respective obligations under this Agreement in a timely manner.

#### 6.2 Negotiation.

In the event that any dispute arises between the Parties that cannot be resolved, either Party shall have the right to refer the dispute for resolution to the chief executive officer of the Parties by delivering to the other Party a written notice of such referral (a “Dispute Escalation Notice”). Following receipt of a Dispute Escalation Notice, the chief executive officers of the Parties shall negotiate in good faith to resolve such dispute. The Parties agree that all discussions, negotiations and other information exchanged between the Parties during the foregoing escalation proceedings shall be without prejudice to the legal position of a Party in any subsequent Action. In the event that the Parties are unable to resolve such dispute within thirty (30) Business Days after the date of the Dispute Escalation Notice, either Party shall have the right to commence litigation in accordance with Section 6.3. The Parties agree that all discussions, negotiations and other information exchanged between the Parties during the foregoing escalation proceedings shall be without prejudice to the legal position of a Party in any subsequent Action.

#### 6.3 Consent to Jurisdiction; Forum; Service of Process; Waiver of Jury Trial.

a) Subject to the prior exhaustion of the procedures set forth in Section 6.2, each of the Parties irrevocably agrees that any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party hereto or its successors or assigns, shall in the case of all Parties, be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the Parties irrevocably submits with regard to any such Action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any Action relating to this Agreement or any of the transactions contemplated hereby in any court other than the aforesaid courts. Each of the Parties irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any Action with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section 6.3, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable Law, any claim that (A) the Action in such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. The Parties consent to and grant any of the aforesaid courts’ jurisdiction over the person of such Parties and over the subject matter of such dispute. Each of the Parties irrevocably appoints Corporation Service Company as its agent for the sole purpose of receiving service of process or other legal summons in connection with any such Action brought in such courts and agrees that it will maintain Corporation Service Company at all times as its duly appointed agent in the State of Delaware for the service of any process or summons in connection with any such Action brought in such courts and, if it fails to maintain such an agent during any period, any such process or summons may be served on it by mailing a copy of such process or summons to it in accordance with, and in the manner provided in, Section 6.4 hereof, with such service deemed effective on the fifth (5th) day after the date of such mailing. The Parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Confidential treatment has been requested 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.

b) EACH PARTY (I) ACKNOWLEDGES AND AGREES THAT ANY ACTION THAT MAY ARISE UNDER OR RELATE TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND (II) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY (A) CERTIFIES AND ACKNOWLEDGES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) CERTIFIES AND ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION OF THIS AGREEMENT, (C) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (D) MAKES THIS WAIVER VOLUNTARILY.

c) The covenant of each Service Provider to provide the applicable Services is independent of each Service Recipient’s covenants under this Agreement, the Existing TSA or any other existing commercial agreement between the Parties (or any of their Subsidiaries) and ADMA, during any dispute or otherwise, shall continue to provide the Services to BPC so long as BPC is not in material and ongoing breach of its obligations under Section 4.1 hereof for which breach BPC, after becoming aware of or receiving notice of such breach, has not promptly commenced and continued commercially reasonable efforts to remedy.

Confidential treatment has been requested 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.

#### **6.4 Notices.**

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when received, if delivered personally, (b) upon confirmation of receipt, when transmitted by e-mail, (c) upon receipt, if sent by registered or certified mail (postage prepaid, return receipt requested) and (d) the day after it is sent, if sent for next-day delivery to a domestic address by overnight mail or courier, to the Parties at the following addresses:

If to BPC:

Biotest Pharmaceuticals Corporation  
901 Yamato Road, Suite 101  
Boca Raton, FL 33431  
Attention: Ileana Carlisle, CEO; and Donna Quinn, General Counsel  
Email: [\*\*\*] and [\*\*\*]

If to ADMA:

ADMA Biologics, Inc.  
456 Route 17 South  
Ramsey, NJ 07446  
Attention: Adam Grossman  
Email: [\*\*\*]

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

DLA Piper LLP (US)  
51 John F. Kennedy Parkway, Suite 120  
Short Hills, NJ 07078  
Attention: David C. Schwartz, Esq.  
Email: [\*\*\*]

#### **6.5 Insurance.**

ADMA shall maintain insurance to the extent reasonably necessary in relation to the Services to be provided under this Agreement.

#### **6.6 No Conflicting Commitments.**

ADMA represents to the other that, to its knowledge, (a) the Services to be performed by ADMA under this Agreement are not prohibited or limited by any other agreement, Law or any applicable order, writ, injunction or decree of any court or Governmental Authority to which ADMA is bound or subject and (b) there are no other agreements, options, commitments or rights of any person (other than BPC) to the Services set forth herein.



Confidential treatment has been requested 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.

**6.7 Entire Agreement.**

This Agreement and the Purchase Agreement, along with the Service Schedule contain the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersede all prior negotiations, agreements and understandings, both written and oral, relating to such subject matter. Neither Party shall be liable or bound to any other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein, and in the Purchase Agreement.

**6.8 Waiver; Remedies.**

BPC, on the one hand, or ADMA, on the other hand, may waive compliance by the other Party with any term or provision of this Agreement that such other Party was or is obligated to comply with or perform, provided that such waiver is delivered in writing in accordance with the notice provisions hereof. No failure or delay on the part of ADMA or BPC in exercising any right, power or privilege under this Agreement, unless so waived in writing, shall operate as a waiver, nor shall any waiver on the part of either ADMA or BPC of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege under this Agreement. The Parties acknowledge and agree that, in view of the unique nature of the Services, upon a breach by a Party of any of its obligations in this Agreement, irreparable harm will occur, no adequate remedy at law will exist and damages would be difficult to determine. Accordingly, notwithstanding anything to the contrary in this Agreement, each Party agrees that in the event of breach or threatened breach by the other Party of any provisions of this Agreement, the non-breaching Party shall be entitled to equitable relief in the form of an order to specifically perform or an injunction to prevent irreparable injury, without being required to provide security or post bond. Nothing herein shall be construed as prohibiting any Party hereto from, pursuing solely or in addition any other remedies, including damages, for breach or threatened breach of this Agreement.

**6.9 Amendment**

This Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the Parties hereto.

**6.10 No Third-Party Rights.**

Except as provided in Article V hereof, no provision of this Agreement shall be deemed or construed in any way to result in the creation of any rights in or obligations of any Person not a Party to this Agreement.

Confidential treatment has been requested 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.

**6.11 Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned, transferred, licensed, sublicensed, delegated, pledged or otherwise disposed of by any Party hereto without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed, *provided*, that no consent shall be required unless and until the proposed assignee shall have assumed in writing all obligations of its assignor under this Agreement and such assumption is delivered to the Party whose consent is being requested. Any purported assignment without a required consent shall be void.

**6.12 Fees and Expenses.**

Except as is otherwise specified herein, each Party shall bear its own fees and expenses incurred in connection with the performance of this Agreement and the transactions contemplated hereby.

**6.13 Further Assurances.**

Each Party shall execute and deliver such additional instruments and other documents and use all commercially reasonable efforts to take or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable law to consummate the transactions contemplated hereby.

**6.14 Interpretation.**

In the event of an ambiguity, or a question of intent or interpretation arises, under this Agreement, the Agreement shall be construed as if drafted jointly by both Parties, and there shall be no presumption or burden of proof favoring or disfavoring any individual Party by virtue of the authorship of any provisions of this Agreement.

**6.15 No Joint Venture.**

Nothing contained herein shall be deemed to create any joint venture or partnership between the Parties hereto, and, except as is expressly set forth herein, neither Party shall have any right by virtue of this Agreement to bind the other Party in any manner whatsoever. In this regard, each Party shall act and shall be deemed and construed to act under this Agreement as an independent contractor and not as an agent of the other Party. No employee of either Party shall be considered an employee of the other Party in any form.

Confidential treatment has been requested 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.

**6.16 Severability.**

In the event that any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy such determination shall not affect the enforceability of any others or of the remainder of the Agreement. Upon such determination that any term, provision, covenant or restriction of this Agreement is invalid, void, unenforceable or against regulatory policy, ADMA and BPC shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

**6.17 Counterparts.**

This Agreement may be executed manually or by e-mail as a PDF attachment by the Parties, in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**6.18 Force Majeure.**

Neither Party will be liable for failures or delays in its performance hereunder actually caused by fire, flood, storm, acts of God, strike, lockout or other labor trouble, any law or ordinance, regulatory order or proclamation, or other requirement of any governmental authority, riot, war, acts of terrorism, accident or other causes beyond such Party’s reasonable control. In such event, the Party whose performance is affected thereby shall give written notice of its suspension of performance and the specific cause as soon as reasonably practicable after occurrence of the cause and shall resume performance as soon as reasonably practicable following removal of the cause.

**6.19 Governing Law.**

This Agreement (including any Action or controversy arising out of or relating to this Agreement) shall be governed by the Law of the State of Delaware without regard to conflict of law principles that would result in the application of any Law other than the Laws of the State of Delaware.

**6.20 No Personal Liability.**

This Agreement (and each agreement, certificate and instrument delivered pursuant hereto) shall not create or be deemed to create or permit any personal liability or obligation on the part of any officer, director, employee, agent, representative or investor of either Party.

Confidential treatment has been requested 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.

**6.21 Further Assurances.**

Each Party shall execute and deliver such additional instruments and other documents and use all commercially reasonable efforts to take or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Law to consummate the transactions contemplated hereby.

**6.22 Employees.**

Individuals employed by ADMA or its Affiliates who provide Services pursuant to this Agreement shall in no respect be considered employees of BPC. ADMA or one of its Affiliates shall act as the sole employer of the individuals it employs and shall not delegate any employment functions to BPC.

**6.23 Articles and Sections.**

The headings of the Articles, Sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of or to in any way affect the meaning or interpretation of this Agreement.

**6.24 Purchase Agreement.**

Except as specifically agreed herein, nothing in this Agreement is intended, or shall be construed, to amend, modify, limit, augment or decrease in any respect, or constitute a waiver of, any of the rights, remedies or obligations of the Parties under the Purchase Agreement.

*[Remainder of page intentionally left blank]*

Confidential treatment has been requested 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.

IN WITNESS WHEREOF, the Parties have executed this Transition Services Agreement as of the date first above written.

**ADMA BIOLOGICS, INC.**

By: /s/ Adam Grossman  
Name: Adam Grossman  
Title: President & CEO

**ADMA BIO CENTERS GEROGIA INC.**

By: /s/ Adam Grossman  
Name: Adam Grossman  
Title: President & CEO

**BIOTEST PHARMACEUTICALS  
CORPORATION**

By: /s/ Ileana Carlisle  
Name: Ileana Carlisle  
Title: CEO and President

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Confidential treatment has been requested 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.

**SERVICE SCHEDULE**

**[See attached.]**

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Confidential treatment has been requested 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**

**Transition Services Fee Schedule**

BPC will reimburse ADMA from all required and documented payments thereunder, to the extent such payments relate to the Acquired Assets. Specifically, BPC agrees to further reimburse ADMA for services provided by ADMA on a monthly basis at the following rates:

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

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



**ADMA Bio Centers Georgia Inc.**

Jurisdiction of incorporation:	Delaware
Name under which business conducted:	ADMA Bio Centers Georgia Inc.

**ADMA Plasma Biologics, Inc.**

Jurisdiction of incorporation:	Delaware
Name under which business conducted:	ADMA Plasma Biologics, Inc.

**ADMA BioManufacturing, LLC**

Jurisdiction of incorporation:	Delaware
Name under which business conducted:	ADMA BioManufacturing, LLC

**Consent of Independent Registered  
Public Accounting Firm**

We consent to the incorporation by reference in the registration statements on Form S-8 (File Nos. 333-229921, 333-224492, 333-220058, 333-204590, and 333-193635) and Form S-3 (File Nos. 333-225048 and 333-218802) of our report, which includes an explanatory paragraph relating to the Company's ability to continue as a going concern, dated March 13, 2019 with respect to the consolidated financial statements of ADMA Biologics, Inc. and subsidiaries as of December 31, 2018 and 2017 and for the years then ended and our report dated March 13, 2019 with respect to the effectiveness of internal control over financial reporting of ADMA Biologics, Inc. and subsidiaries as of December 31, 2018, included in this Annual Report on Form 10-K of ADMA Biologics, Inc. for the year ended December 31, 2018.

/s/ CohnReznick LLP

Roseland, New Jersey

March 13, 2019

CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Adam S. Grossman, certify that:

1. I have reviewed this Annual Report on Form 10-K of ADMA Biologics, Inc. for the year ended December 31, 2018;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

March 13, 2019

/s/ Adam S. Grossman

Name: Adam S. Grossman

Title: President and Chief Executive Officer  
(Principal Executive Officer)

CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Brian Lenz, certify that:

1. I have reviewed this Annual Report on Form 10-K of ADMA Biologics, Inc. for the year ended December 31, 2018;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

March 13, 2019

/s/ Brian Lenz

Name: Brian Lenz

Title: Executive Vice President and Chief Financial  
Officer  
(Principal Financial Officer)

CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of ADMA Biologics, Inc., a Delaware corporation (the “Company”), on Form 10-K for the year ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Adam S. Grossman, President and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

March 13, 2019

/s/ Adam S. Grossman

Name: Adam S. Grossman

Title: President and Chief Executive Officer  
(Principal Executive Officer)

CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of ADMA Biologics, Inc., a Delaware corporation (the “Company”), on Form 10-K for the year ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Brian Lenz, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

March 13, 2019

/s/ Brian Lenz

Name: Brian Lenz

Title: Executive Vice President and Chief Financial  
Officer  
(Principal Financial Officer)