ADMA BIOLOGICS, INC.
Form DEFM14A
April 26, 2017

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 14A

(RULE 14a-101)

SCHEDULE 14A INFORMATION
Proxy Statement Pursuant to Section 14(a) of the
Securities Exchange Act of 1934 (Amendment No.)

Filed by the Registrant x

Filed by a Party other than the Registrant o

Check the appropriate box:

o Preliminary Proxy Statement.

o Confidential, for use of the Commission Only (as permitted by Rule 14a-6(e)(2)).

x Definitive Proxy Statement.

o Definitive Additional Materials.

o Soliciting Material Pursuant to §240.14a-12.

ADMA BIOLOGICS, INC.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

o No fee required.

o Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

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x Fee paid previously with preliminary materials.

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(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

ADMA BIOLOGICS, INC.
465 State Route 17 South
Ramsey, New Jersey 07446

Dear Stockholder:

You are cordially invited to the annual meeting of stockholders (the "Annual Meeting") of ADMA Biologics, Inc. (the "Company"), which will be held at 9:00 a.m. Eastern Time on May 25, 2017 at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP at 1285 Avenue of the Americas, New York, NY 10019.

As previously announced, on January 21, 2017, the Company and its wholly-owned subsidiary, ADMA BioManufacturing, LLC, a Delaware limited liability company ("Buyer"), entered into a definitive Master Purchase and Sale Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") with Biotest Pharmaceuticals Corporation, a Delaware corporation ("Seller"), and for certain limited purposes set forth in the Purchase Agreement, Biotest AG, a company organized under the laws of Germany and the ultimate parent company of Seller ("Biotest"), and Biotest US Corporation, a Delaware corporation and subsidiary of Biotest (together with Biotest, the "Biotest Guarantors"), pursuant to which Buyer has agreed to acquire certain assets and assume certain liabilities constituting the therapy business of Seller (the "BPC Therapy Business Unit"). We refer to the foregoing transactions and the other transactions contemplated by the Purchase Agreement collectively in this proxy statement as the "Transaction."

In connection with the Annual Meeting, you will also be asked to consider and vote on several stockholder proposals, certain of which are necessary in order to complete the Transaction. The proposed Transaction, each of the related stockholder proposals and the other stockholder proposals for the Annual Meeting are more fully described in the accompanying proxy statement. Whether or not you plan to attend the Annual Meeting, we urge you to read the proxy statement (and any documents incorporated into the proxy statement by reference) and consider such information carefully before voting. In particular, you should carefully consider the risks that are described in the "Risk Factors" section beginning on page 17 of the proxy statement.

The Board of Directors unanimously recommends that our stockholders vote "FOR" all of the proposals presented in the proxy statement, including the proposal related to the Transaction and the proposal related to the election of each Class I director nominee named therein.

Your vote is very important. Even if you plan to attend the Annual Meeting, please submit your proxy in person at the Annual Meeting or by mail as soon as possible to make sure that your shares are represented at the Annual Meeting. If you hold your shares of common stock in "street name" through a broker, trustee or other nominee, you must vote in accordance with the voting instructions provided to you by such broker, trustee or other nominee.

On behalf of the Board of Directors, I thank you for your continued support and look forward to the successful completion of the Transaction.

Yours sincerely,

/s/ Adam S. Grossman
Adam S. Grossman
President, Chief Executive Officer and Director

This proxy statement is dated April 26, 2017 and is first being mailed to stockholders of the Company on or about April 26, 2017. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the Transaction or determined that this proxy statement is accurate or complete. Any representation to the contrary is a criminal offense.

ADMA BIOLOGICS, INC.
465 State Route 17 South
Ramsey, New Jersey 07446

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS OF ADMA BIOLOGICS, INC.
To Be Held On May 25, 2017

To the Stockholders of ADMA Biologics, Inc. (the "Company"):

NOTICE IS HEREBY GIVEN that an annual meeting (the "Annual Meeting") of stockholders of the Company will be held at 9:00 a.m. Eastern Time on May 25, 2017 at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP at 1285 Avenue of the Americas, New York, New York 10019. At the Annual Meeting, you will be asked to consider and vote upon the following stockholder proposals:

1. A proposal to approve the Master Purchase and Sale Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Company, the Company's wholly-owned subsidiary, ADMA BioManufacturing, LLC, a Delaware limited liability company ("Buyer"), Biotest Pharmaceuticals Corporation, a Delaware corporation ("Seller"), and for certain limited purposes set forth in the Purchase Agreement, Biotest AG, a company organized under the laws of Germany and the ultimate parent company of Seller ("Biotest"), and Biotest US Corporation, a Delaware corporation and subsidiary of Biotest (together with Biotest, the "Biotest Guarantors"), pursuant to which Buyer has agreed to acquire certain assets and assume certain liabilities constituting the therapy business of Seller (the "BPC Therapy Business Unit"). We refer to the foregoing transactions and the other transactions contemplated by the Purchase Agreement collectively in this proxy statement as the "Transaction," including the issuance to Seller of, as part of the consideration for the Transaction, an aggregate equity interest in ADMA equal to fifty (50%), less one (1) share, of the issued and outstanding ADMA capital stock (calculated as of immediately following the closing of the Transaction and on a post-closing issuance basis) (the "Biotest Equity Interest"), consisting of (x) 4,295,580 shares of ADMA common stock representing twenty-five percent (25%) of the issued and outstanding common stock of ADMA and (y) 8,591,160 shares of ADMA non-voting common stock representing the balance of the Biotest Equity Interest, which is convertible into common stock of ADMA upon the occurrence of certain specified events as further described in "The Charter Proposal" (the "Stock Issuance" and, collectively with the Transaction, the "Transaction Proposal");

2. A proposal to approve the adoption of an amended and restated certificate of incorporation (the "Charter") of the Company (the "Charter Proposal");

3. A proposal to approve the adoption of an amendment and restatement of the ADMA Biologics, Inc. 2014 Omnibus Incentive Compensation Plan (the "2014 Plan Proposal");

4. A proposal to elect two Class I directors to serve on the Company's Board of Directors (the "Board") for a term expiring at our 2020 annual meeting of stockholders and until their successors are duly elected and qualified, or until such director's earlier resignation, removal or death (the "Class I Director Election Proposal");

5.

A proposal to ratify the appointment of CohnReznick LLP as the Company's independent registered public accounting firm for the year ending December 31, 2017 (the "Auditor Ratification Proposal"); and

6. A proposal to adjourn the Annual Meeting, if necessary, to solicit additional proxies, in the event that there are not sufficient votes at the time of the Annual Meeting to approve any of the other proposals presented (the "Adjournment Proposal").

We will also transact such other business as may properly come before the Annual Meeting or any adjournment or postponement thereof. The foregoing proposals are more fully described in the accompanying proxy statement, which you should read in its entirety (including any documents incorporated into the proxy statement by reference) and carefully consider prior to casting any votes in connection with such proposals. The Board has set the close of business on April 26, 2017 as the record date (the "Record Date") for determining stockholders entitled to notice of, and to vote at, the Annual Meeting. A list of the stockholders as of the Record Date will be available for inspection by stockholders, for any purpose germane to the Annual Meeting, at the Company's offices and at the offices of Continental Stock Transfer & Trust Company, the Company's independent stock transfer agent, during normal business hours for a period of 10 days prior to the Annual Meeting. The list will also be available for inspection by stockholders at the Annual Meeting.

All stockholders are invited to attend the Annual Meeting in person. Regardless of whether you plan to attend the Annual Meeting, we hope you will vote as soon as possible. You may vote in person at the Annual Meeting or by mail by following the instructions on the enclosed proxy card or voting instruction card. Voting by written proxy or voting instruction card will ensure your representation at the Annual Meeting regardless of whether you attend in person. If you hold your shares of common stock in "street name" through a broker, trustee or other nominee, you must vote in accordance with the voting instructions provided to you by such broker, trustee or other nominee.

Important Notice Regarding the Availability of Proxy Materials
for the Annual Meeting to be Held on May 25, 2017:

The proxy statement and annual report to stockholders are available at: www.admabiologics.com.

By Order of the Board of Directors

/s/ Adam S. Grossman
Adam S. Grossman
President and Chief Executive Officer

April 26, 2017
Ramsey, New Jersey

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QUESTIONS AND ANSWERS

The following section addresses certain questions about this proxy statement and the proposals described herein, which are to be presented at the annual meeting of stockholders (the "Annual Meeting") of ADMA Biologics, Inc. ("ADMA," "we," "us," "our" or the "Company"), as further described herein.

The Annual Meeting will be held at 9:00 a.m. Eastern Time on May 25, 2017 at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP at 1285 Avenue of the Americas, New York, New York 10019.

The following questions and answers may not include all of the information that is important to you as a stockholder of the Company. We urge our stockholders to read this entire proxy statement (including the documents incorporated by reference herein) and carefully consider such information before casting any votes with respect to the proposals presented herein.

What is the purpose of this document?

We are soliciting stockholder votes with respect to the following proposals:

1. A proposal to approve the Master Purchase and Sale Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Company, the Company's wholly-owned subsidiary, ADMA BioManufacturing, LLC, a Delaware limited liability company ("Buyer"), Biotest Pharmaceuticals Corporation, a Delaware corporation ("Seller"), and for certain limited purposes set forth in the Purchase Agreement, Biotest AG, a company organized under the laws of Germany and the ultimate parent company of Seller ("Biotest"), and Biotest US Corporation, a Delaware corporation and subsidiary of Biotest (together with Biotest, the "Biotest Guarantors"), pursuant to which Buyer has agreed to acquire certain assets and assume certain liabilities constituting the therapy business of Seller (the "BPC Therapy Business Unit"). We refer to the foregoing transactions and the other transactions contemplated by the Purchase Agreement collectively in this proxy statement as the "Transaction," including the issuance to Seller of, as part of the consideration for the Transaction, an aggregate equity interest in ADMA equal to fifty (50%), less one (1) share, of the issued and outstanding ADMA capital stock (calculated as of immediately following the closing of the Transaction and on a post-closing issuance basis) (the "Biotest Equity Interest"), consisting of (x) 4,295,580 shares of ADMA common stock representing twenty-five percent (25%) of the issued and outstanding common stock of ADMA and (y) 8,591,160 shares of ADMA non-voting common stock representing the balance of the Biotest Equity Interest, which is convertible into common stock of ADMA upon the occurrence of certain specified events as further described in "The Charter Proposal" (the "Stock Issuance" and, collectively with the Transaction, the "Transaction Proposal");

2. A proposal to approve the adoption of an amended and restated certificate of incorporation (the "Charter") of the Company (the "Charter Proposal");

3. A proposal to approve the adoption of an amendment and restatement of the ADMA Biologics, Inc. 2014 Omnibus Incentive Compensation Plan (the "2014 Plan", and such proposal, the "2014 Plan Proposal");

4. A proposal to elect two Class I directors to serve on the Company's Board of Directors (the "Board") for a term expiring at our 2020 annual meeting of stockholders and until their successors are duly elected and qualified, or until such director's earlier resignation, removal or death (the "Class I Director Election Proposal");

5. A proposal to ratify the appointment of CohnReznick LLP as the Company's independent registered public accounting firm for the year ending December 31, 2017 (the "Auditor Ratification Proposal"); and

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6. A proposal to adjourn the Annual Meeting, if necessary, to solicit additional proxies, in the event that there are not sufficient votes at the time of the Annual Meeting to approve any of the other proposals presented (the "Adjournment Proposal").

For more information about these proposals, please see the sections entitled "The Transaction Proposal," "The Charter Proposal," "The 2014 Plan Proposal," "The Class I Director Election Proposal," "The Auditor Ratification Proposal" and "The Adjournment Proposal."

Who is entitled to vote at and attend the Annual Meeting?

Only stockholders of record and beneficial owners of the Company's common stock at the close of business on April 26, 2017 (the "Record Date") are entitled to receive notice of, vote at and attend the Annual Meeting. Each outstanding share of the Company's common stock as of the Record Date entitles its holder to cast one vote on each matter to be voted upon.

What is the difference between holding shares of common stock as a holder of record and as a beneficial owner?

Certain of our stockholders hold or may in the future hold their shares of common stock beneficially through a broker or other nominee rather than directly in their own name. As summarized below, there are some distinctions between shares owned beneficially and those held of record.

Beneficial Owner: If your shares of common stock are held in a brokerage account or by another nominee, you are considered the beneficial owner of shares held in "street name," and these proxy materials are being forwarded to you together with a voting instruction card by your broker, trustee or other nominee, as the case may be. As the beneficial owner, you have the right to direct your broker, trustee or other nominee how to vote. The voting instruction card from your broker, trustee or other nominee contains voting instructions for you to use in directing the broker, trustee or other nominee how to vote your shares.

Because a beneficial owner is not the stockholder of record, you may not vote your shares of common stock in person at the Annual Meeting unless you obtain a "legal proxy" from the broker, trustee or other nominee that holds your shares giving you the right to vote the shares at the Annual Meeting.

Stockholder of Record: If your shares of common stock are registered directly in your name with us or our stock transfer agent, Continental Stock Transfer & Trust Company, you are considered the stockholder of record with respect to those shares and these proxy materials are being sent directly to you by the Company. As the stockholder of record, you have the right to grant your voting proxy directly to us or to vote in person at the Annual Meeting. We have enclosed or sent a proxy card for you to use.

What do I need to do to attend the Annual Meeting?

In order to be admitted to the Annual Meeting, stockholders must present proof of ownership of their shares of common stock as of the Record Date. Any holder of a proxy from a stockholder must present a properly executed proxy to be admitted. Stockholders and proxyholders must also present a form of valid, government-issued photo identification, such as a driver's license or passport. These items must be presented in order to be admitted to the Annual Meeting. Expired forms of identification will not be accepted.

If you do not bring proof of ownership of common stock as of the Record Date, you will not be admitted to the Annual Meeting. If you are a beneficial owner of common stock and your shares are held in the name of a broker, trustee or other nominee, a brokerage statement or letter from a bank or broker detailing ownership of the common

stock as of the Record Date is an example of proof of ownership.

What constitutes a quorum?

The presence of a quorum is required for business to be conducted at the Annual Meeting. The presence at the Annual Meeting, in person or by proxy, of the holders of a majority of the shares of common stock outstanding as of the Record Date and entitled to vote shall constitute a quorum. As of the Record Date, 12,886,741 shares of common stock were outstanding and entitled to vote. If you submit a properly executed proxy card, regardless of whether you abstain from voting, your shares represented by such proxy card will be considered in determining the presence of a quorum.

How do I vote?

You may vote in person at the Annual Meeting or by mail. If you hold your shares of common stock in "street name" through a broker, trustee or other nominee, you must vote in accordance with the voting instructions provided to you by such broker, trustee or other nominee.

Voting by Mail: If you are a holder of record of common stock and choose to vote by mail, simply complete, sign and date your proxy card and mail it in the accompanying pre-addressed envelope. Proxy cards submitted by mail must be received by our Office of the Secretary prior to the Annual Meeting in order for shares represented by such proxy cards to be voted. If you hold common stock beneficially in street name and choose to vote by mail, you must complete, sign and date the voting instruction card provided by your broker, trustee or other nominee and mail it in the accompanying pre-addressed envelope within the specified time period.

Voting in Person at the Annual Meeting: If you are a record holder of common stock, you may attend and vote in person at the Annual Meeting. If you are a beneficial owner of common stock held in the name of a broker, trustee or other nominee, you must obtain a "legal proxy," executed in your favor, from such broker, trustee or other nominee to be able to vote in person at the Annual Meeting. You should allow yourself enough time prior to the Annual Meeting to obtain this "legal proxy" from the holder of record.

Even if you plan to attend the Annual Meeting, we recommend that you submit your proxy or voting instructions in advance, as described above, so that your vote will be counted if you later decide not to attend the Annual Meeting. Any vote properly cast at the Annual Meeting will supersede any previously submitted proxy or voting instructions. For additional information, please see "Can I change my vote or revoke my proxy after I return my proxy card?" below.

How does the Board of Directors recommend I vote on the proposals?

The recommendations of the Company's Board of Directors (the "Board") are set forth after the description of each proposal in this proxy statement. In summary, the Board recommends a vote:

- "FOR" the Transaction Proposal;
- "FOR" the Charter Proposal;
- "FOR" the 2014 Plan Proposal;
- "FOR" the election of each director nominee named in the Class I Director Election Proposal;
- "FOR" the Auditor Ratification Proposal; and
- "FOR" the Adjournment Proposal.

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How will my shares of common stock be voted if I do not indicate a vote on my proxy card?

Your shares will be voted as you indicate on the proxy card or voting instruction form, as applicable. If you return your signed proxy card but do not mark the boxes indicating how you wish to vote, your shares will be voted as recommended by the Board on those items. See the question above entitled "How does the Board of Directors recommend I vote on the proposals?" Your shares will be voted in accordance with the discretion of the proxyholders as to any other matter that is properly presented at the Annual Meeting.

Will my shares be voted if I do not provide my proxy?

For shareholders of record: If you are the shareholder of record and you do not vote by proxy card, by telephone or in person at the Annual Meeting, your shares will not be voted at the Annual Meeting.

For holders in street name: If your shares are held in street name, your shares may be voted even if you do not provide the brokerage firm with voting instructions. Subject to applicable NASDAQ Stock Market LLC ("NASDAQ") and Securities Exchange Commission ("SEC") rules, brokers or other nominees who hold shares for a beneficial owner have the discretion to vote on routine proposals (such as the Auditor Ratification Proposal) when they have not received voting instructions.

When a proposal is not a routine matter, such as the Transaction Proposal, the Charter Proposal, the Stock Option Plan Amendment Proposal, the Class I Director Election Proposal and the Adjournment Proposal, and you have not provided voting instructions to the brokerage firm with respect to that proposal, the brokerage firm cannot vote the shares on that proposal. The missing votes for these non-routine matters are called "broker non-votes." Broker non-votes will be counted for purposes of calculating whether a quorum is present at the Annual Meeting, but will not be counted for purposes of determining the number of votes present or represented by proxy and entitled to vote with respect to the proposals presented in this proxy statement. Accordingly, a broker non-vote will not impact the outcome of voting on the proposals presented herein.

Can I change my vote or revoke my proxy after I return my proxy card?

Yes. Even after you have submitted your proxy, you may change your vote at any time before the proxy is exercised at the Annual Meeting. If you are a stockholder of record as of the Record Date, regardless of the way in which you submitted your original proxy, you may change it by:

- Returning a later-dated signed proxy card to us prior to the Annual Meeting at 465 State Route 17 South, Ramsey, New Jersey 07446, Attention: Office of the Secretary;

- Delivering a later-dated written notice of revocation to us prior to the Annual Meeting at 465 State Route 17 South, Ramsey, New Jersey 07446, Attention: Office of the Secretary; or

- Attending the Annual Meeting and properly voting in person.

Alternatively, you may hand deliver a later-dated written notice of revocation or later-dated signed proxy to the Secretary at the Annual Meeting before we begin voting. If your shares of common stock are held through a broker, trustee or other nominee, you will need to contact that nominee if you wish to change your voting instructions. You may also vote in person at the Annual Meeting if you obtain a "legal proxy" as described in the answer to the question above entitled "How do I vote? – Voting in Person at the Annual Meeting." Mere attendance at the Annual Meeting will not cause your previously granted proxy to be revoked.

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What vote is required to approve each proposal?

Proposal	Vote Required	What Are My Voting Choices?	Broker Discretionary Voting Allowed?
Transaction Proposal (including the Transaction, the Stock Issuance and the sale of the Transferred ADMA Biocenters)	Majority of the outstanding shares of ADMA's common stock	"FOR", "AGAINST" or "ABSTAIN"	No
Charter Proposal	Majority of the outstanding shares of ADMA's common stock	"FOR", "AGAINST" or "ABSTAIN"	No
2014 Plan Proposal	Majority of the shares of ADMA's common stock present in person, by remote communication, or represented by proxy at the Annual Meeting and entitled to vote thereon	"FOR", "AGAINST" or "ABSTAIN"	No
Class I Director Election Proposal	Plurality of the shares of ADMA's common stock present in person, by remote communication, or represented by proxy and entitled to vote thereon	"FOR" or "WITHHOLD"	No
Auditor Ratification Proposal	Majority of the shares of ADMA's common stock present in person, by remote communication, or represented by proxy at the Annual Meeting and entitled to vote thereon	"FOR", "AGAINST" or "ABSTAIN"	Yes
Adjournment Proposal	Majority of the shares of ADMA's common stock present in person, by remote communication, or represented by proxy at the Annual Meeting and entitled to vote thereon	"FOR", "AGAINST" or "ABSTAIN"	No

Adoption of the Transaction Proposal, which includes the Transaction and the Stock Issuance, requires approval by the affirmative vote of the holders of a majority of the outstanding shares of ADMA's common stock, pursuant to the Purchase Agreement and to satisfy the applicable rules of NASDAQ (as defined below). The sale of the Transferred ADMA Biocenters (as defined below) in connection with the Transaction Proposal requires approval by the affirmative vote of the holders of a majority of the outstanding shares of ADMA's common stock, pursuant to Section

271(a) of the Delaware General Corporation Law, as amended ("DGCL").

Adoption of the Charter Proposal requires approval by the affirmative vote of a majority of the outstanding shares of ADMA's common stock, pursuant to Section 242(b)(1) of the DGCL and the Purchase Agreement.

Adoption of the 2014 Plan Proposal require the affirmative vote of the holders of a majority of the shares of ADMA's common stock present in person, by remote communication, or represented by proxy at the Annual Meeting and entitled to vote thereon, in order for each such proposal to be approved. This means that the number of votes cast "FOR" must exceed the combined number of votes "AGAINST" and abstentions (which will each have the same effect as an "AGAINST" vote).

Election of a Class I director requires the affirmative vote of a plurality of the shares of ADMA's common stock present in person, by remote communication, or represented by proxy and entitled to vote, assuming the presence of a quorum at the Annual Meeting. This means that the two nominees with the greatest number of votes will be elected.

Adoption of the Auditor Ratification Proposal requires the affirmative vote of the holders of a majority of the shares of ADMA's common stock present in person, by remote communication, or represented by proxy at the Annual Meeting and entitled to vote thereon, in order for each such proposal to be approved. This means that the number of votes cast "FOR" must exceed the combined number of votes "AGAINST" and abstentions (which will each have the same effect as an "AGAINST" vote).

Adoption of the Adjournment Proposal requires the affirmative vote of the holders of a majority of the shares of ADMA's common stock present in person, by remote communication, or represented by proxy at the Annual Meeting and entitled to vote thereon, in order for each such proposal to be approved. This means that the number of votes cast "FOR" must exceed the combined number of votes "AGAINST" and abstentions (which will each have the same effect as an "AGAINST" vote).

Notwithstanding the vote standards described herein, please be advised that the Auditor Ratification Proposal is advisory only and will not be binding on the Company or the Board and will not create or imply any change in the fiduciary duties of, nor impose any additional fiduciary duty on, the Company or the Board. However, the Board and/or the Audit Committee, as the case may be, will take into account the outcome of the votes when considering what action, if any, should be taken in response to the advisory vote by stockholders.

What happens if additional matters are presented at the Annual Meeting?

Other than the items of business described in this proxy statement, we are not aware of any other business to be acted upon at the Annual Meeting. If you grant a proxy, the persons named as proxyholders will have the discretion to vote your shares of common stock on any additional matters properly presented for a vote at the Annual Meeting or any adjournment or postponement of the Annual Meeting.

Who will pay for the cost of this proxy solicitation?

We will pay the cost of soliciting proxies. Our directors, officers and other employees, without additional compensation, may solicit proxies personally or in writing, by telephone, e-mail, or otherwise. We are required to request that any brokers, trustees and other nominees who hold shares in their names furnish our proxy materials to the beneficial owners of the shares, and we must reimburse these brokers, trustees and other nominees for the expenses of doing so in accordance with statutory fee schedules. We do not plan to engage a proxy solicitor in connection with the Annual Meeting.

ADMA and its directors and certain executive officers; ADMA BioManufacturing, LLC; Aisling Capital II, LP; Biomark Capital Management Co. LLC; Maggro, LLC; The Genesis Foundation; Hariden, LLC; Biotest AG; Biotest Pharmaceuticals Corporation; and Biotest U.S. Corporation may be deemed to be participants in the solicitation of proxies in respect of the proposed Transaction described herein.

SUMMARY

This summary highlights selected information in this proxy statement and may not contain all of the information about the Transaction and the proposals being considered at the Annual Meeting that is important to you. We have included page references in parentheses to direct you to more complete descriptions of the topics presented in this summary. You should carefully read this proxy statement in its entirety, including the annexes hereto and the other documents to which we have referred you, for a more complete understanding of the matters being considered at the Annual Meeting. You may obtain, without charge, copies of documents incorporated by reference into this proxy statement by following the instructions under the section of this proxy statement entitled "Where You Can Find Additional Information" beginning on page 139 of this proxy statement.

The Annual Meeting

The Annual Meeting of Stockholders of ADMA will be held at 9:00 a.m. Eastern Time on May 25, 2017 at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP at 1285 Avenue of the Americas, New York, NY 10019. At the Annual Meeting, you will be asked to consider and vote upon:

1. the Transaction Proposal;
2. the Charter Proposal;
3. the 2014 Plan Proposal;
4. the Class I Director Election Proposal;
5. the Auditor Ratification Proposal; and
6. the Adjournment Proposal.

We will also transact such other business as may properly come before the Annual Meeting or any adjournment or postponement thereof.

Only stockholders at the close of business on April 26, 2017 (the "Record Date") are entitled to notice of, and to vote at, the 2017 Annual Meeting and any adjournment or postponement thereof. Each stockholder is entitled to one vote on each matter submitted to the stockholders at the Annual Meeting for each share of our common stock held by such stockholder as of the Record Date. At the close of business on the Record Date, there were 12,886,741 shares of our common stock issued and outstanding and entitled to vote at the Annual Meeting, held by seven holders of record.

Risk Factors

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Before voting at the Annual Meeting, you should carefully consider all of the information contained in, or incorporated by reference into, this proxy statement, including the specific factors under the heading "Risk Factors."

Parties to the Transaction

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ADMA Biologics, Inc. (“ADMA,” “we,” “us,” “our” or the “Company”) is a late-stage biopharmaceutical company that develops, manufactures, and intends to market specialty plasma-based biologics for the treatment and prevention 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. 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 U.S. Food and Drug Administration (the “FDA”). ADMA operates two source plasma collection facilities located in Norcross and Marietta, Georgia, which facilities provide us with a portion of our plasma requirements. These facilities are licensed by the FDA and certain foreign regulators. Our lead product candidate, RI-002, is intended for the treatment of Primary Immune Deficiency Disease (“PIDD”), and has completed a pivotal Phase III clinical study. In the third quarter of 2015, we submitted and the FDA accepted for review, a Biologics License Application (“BLA”), for RI-002 for the treatment of PIDD. RI-002 is enriched with standardized high levels of naturally occurring polyclonal antibodies as well as high levels of antibodies targeted to Respiratory Syncytial Virus (“RSV”). ADMA’s common stock is listed on the NASDAQ Capital Market, under our trading symbol “ADMA.” ADMA’s principal executive office is located at 465 State Route 17 South, Ramsey, New Jersey 07446 and its telephone number is (201) 478-5552.

Biotest Pharmaceuticals Corporation ("Seller") is a U.S. subsidiary of Biotest AG ("Biotest"), a German-based global provider of plasma protein therapies worldwide. Seller researches and manufactures biotherapeutic products with a specialization in immunology and hematology. Seller employs approximately 900 people. Seller operates a state-of-the-art manufacturing facility in Boca Raton, Florida (the "Boca Facility"), where it manufactures two proprietary immune globulin products, Nabi-HB® and BIVIGAM®, as well as performs contract manufacturing services for certain third parties. Seller has in its pipeline hepatitis C immune globulin. Seller is also one of the top global providers of source and specialty plasma. It owns and operates a number of plasmapheresis (and plasma collection) centers in the United States. Seller's principal executive office is located at 5800 Park of Commerce Blvd., N.W., Boca Raton, Florida 33487.

ADMA, Biotest and Seller have an established relationship. Long-term manufacturing and licensing agreements currently provide for the exclusive manufacture of RI-002 by Seller at the Boca Facility. Biotest has a license to market and sell RSV antibody-enriched intravenous immune globulin in certain foreign territories. In June 2012, ADMA entered into a Plasma Supply Agreement with Biotest for the purchase of normal source plasma from ADMA's plasma collection facility in Norcross, Georgia to be used in Biotest's proprietary products manufacturing. On April 7, 2017, Biotest and Creat Group Corporation, a Chinese investment group that invests in the plasma industry, entered into a Business Combination Agreement under which Creat has agreed to make a voluntary public takeover offer for all outstanding publicly-traded ordinary and preference shares of Biotest.

The Transaction

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On January 21, 2017, the Company and its wholly-owned subsidiary, ADMA BioManufacturing, LLC, a Delaware limited liability company ("Buyer"), entered into a definitive Master Purchase and Sale Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") with Seller, and for certain limited purposes set forth in the Purchase Agreement, Biotest and Biotest US Corporation, a Delaware corporation and subsidiary of Biotest (together with Biotest, the "Biotest Guarantors"), pursuant to which Buyer has agreed to acquire certain assets and assume certain liabilities constituting the therapy business of Seller (the "BPC Therapy Business Unit"). We refer to the foregoing transactions and the other transactions contemplated by the Purchase Agreement collectively in this proxy statement as the "Transaction."

The Transaction will include the issuance to Seller, as part of the consideration for the Transaction, an aggregate equity interest in ADMA equal to fifty (50%), less one (1) share, of the issued and outstanding ADMA capital stock (calculated as of immediately following the closing of the Transaction and on a post-closing issuance basis) (the "Biotest Equity Interest"), consisting of (x) 4,295,580 shares of ADMA common stock representing twenty-five percent (25%) of the issued and outstanding common stock of ADMA and (y) 8,591,160 shares of ADMA non-voting common stock representing the balance of the Biotest Equity Interest, which is convertible into common stock of ADMA upon the occurrence of certain specified events as further described in "The Charter Proposal" (the "Stock Issuance").

Please see "Background of the Transaction," beginning on page 56 for a description of the background of the Transaction.

ADMA's Reasons for the Transaction

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At a meeting held on January 21, 2017, the Board unanimously determined that it was advisable, expedient and in the best interests of ADMA, its stockholders and Buyer that ADMA and Buyer each enter into the Purchase Agreement and consummate the Transaction.

The various factors the Board considered that weighed positively in favor of the Purchase Agreement and the Transaction are further described in "The Transaction—ADMA's Reasons for the Transaction."

Description of the Purchase Agreement

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The Purchase Agreement is attached to this proxy statement as Annex A. We urge you to read the Purchase Agreement in its entirety because the Purchase Agreement, and not this proxy statement, governs the Transaction.

Pursuant to the terms of the Purchase Agreement, it is anticipated that we will issue shares of our common stock to Biotest stockholders representing approximately 50% less one share of the outstanding shares of capital stock of the combined company as of immediately following completion of the Transaction. Accordingly, the issuance of shares of our common stock (representing 25% of our common stock and additional shares of our non-voting common stock representing the balance of such 50% less one share issuance) to Biotest, in connection with the Transaction will reduce significantly the relative voting power of each share of our common stock held by our current stockholders. Consequently, our stockholders as a group will have significantly less influence over the management and policies of the combined company after the completion of the Transaction than prior to completion of the Transaction.

Transaction Structure

Subject to certain excluded assets and liabilities, Buyer will (i) acquire certain assets related to the BPC Therapy Business Unit including (a) an FDA-licensed immune globulin manufacturing and plasma products production facility consisting of two buildings of approximately 126,000 square feet located on approximately 15 acres of land in Boca Raton, Florida (the "Boca Facility"), and the associated real property (other than certain vacant and undeveloped land further described in "The Transaction–Description of the Purchase Agreement–Transaction Structure–Excluded Assets" below), (b) the exclusive rights to biologics products Nabi-HB® and BIVIGAM® and the investigational product CIVACIR®, (c) in-process inventory with an agreed-upon value of at least $5 million (the "Included Inventory"), (d) certain other properties and assets used exclusively in the BPC Therapy Business Unit and (e) certain additional assets that relate to both the BPC Therapy Business Unit and Seller's plasma business, the arrangement with respect to which will be documented in a transition services agreement to be mutually agreed by the parties prior to the closing of the Transaction (each, a "Purchased Asset" and, collectively, the "Purchased Assets") and (ii) assume certain liabilities, in exchange for, among other things, (x) the issuance to Seller of the Biotest Equity Interest and that number of warrants, if any, necessary to acquire additional shares of capital stock of ADMA equal to the number of options or warrants in excess of 184,000 issued by ADMA between September 12, 2016 and the closing of the Transaction, (y) the right granted to the Biotest stockholders to purchase their pro rata portion of any new preferred shares that ADMA proposes to issue or sell to any third party, and (z) two of ADMA's existing plasma collection facilities to be delivered to Seller on January 1, 2019.

Additionally, on the closing date, Seller has agreed to (i) deliver to ADMA a capital contribution of $12,500,000 in respect of the Biotest Equity Interest, which will immediately be contributed by ADMA to Buyer and (ii) fund a

$15,000,000 unsecured subordinated loan to Buyer, which (a) will bear interest at a rate of 6% per annum, payable semiannually in arrears, (b) have a term of five years and (c) will not be subject to any prepayment penalty or other breakage costs. Such loan will be subordinated to ADMA's and Buyer's existing indebtedness as of the signing of the Purchase Agreement (subject to increases in such indebtedness) and any additional indebtedness approved by ADMA's board of directors (the "Board") that is secured only by a mortgage on the owned real property acquired by ADMA in connection with the Transaction. Such loan will rank pari passu with all additional indebtedness approved by the Board that is not secured only by a mortgage on such owned real property and if such additional indebtedness is secured, the loan from the Seller will be secured on a pari passu basis with such additional indebtedness. At any time after the closing of the Transaction, if ADMA undertakes an underwritten equity financing or a private investment in public equity ("PIPE") offering involving at least one unrelated third party, Biotest and/or the Seller have agreed to participate in all such financings or offerings on a pro rata basis in accordance with the Biotest Equity Interest up to an aggregate amount equal to $12,500,000; provided, that at the time of such financing or offering, no "event of default" exists under the Company's loan agreement with Oxford Finance LLC (or any other definitive loan agreement entered into in connection with the refinancing of the Company's indebtedness under such loan agreement) or would exist thereunder immediately after giving effect to such financing or offering.

Upon the closing of the Transaction, the parties will also enter into a ten-year plasma supply agreement, pursuant to which (x) Seller will sell to ADMA high titer Hepatitis B plasma at a specified price (indexed by inflation), and (y) ADMA will purchase from Seller all Hepatitis B plasma necessary to produce Nabi-HB® unless ADMA requires more than a specified amount, in which case ADMA may use alternative sources for the excess quantity. Additionally, the parties have agreed to 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 and Seller. The mutual release is effective as of the signing of the Purchase Agreement, and is conditioned on the closing of the Transaction, at which time the manufacturing supply and license agreement and master services agreement will terminate and the mutual release will no longer be conditional. In addition, ADMA and Seller will amend (i) the license agreement to market and sell RSV antibody-enriched intravenous immune globulin in certain foreign territories to delete the right previously granted to ADMA to market, sell and distribute Seller's Varicella Zoster Immune Globulin in the U.S. or Canada and (ii) the parties' existing plasma purchase agreement, dated as of November 17, 2011, to extend the term to ten years from the closing date of the Transaction.

Representations and Warranties Covenants; Conditions to Closing

The Purchase Agreement contains certain customary representations, warranties and covenants. The consummation of the Transaction is subject to the satisfaction of certain conditions, including approval of the Transaction Proposal and the Charter Proposal. The Transaction is not subject to any financing conditions. There can be no assurance as to when the closing conditions will be satisfied, if at all.

Termination of the Purchase Agreement and Termination Fee

In addition to customary termination provisions, subject to certain limitations, either ADMA or Seller may terminate the Purchase Agreement if the Transaction has not been consummated by September 30, 2017. In addition, a termination of the Purchase Agreement under certain customary circumstances relating to (i) the Board exercising its "fiduciary out" right will entitle Seller to receive from ADMA a termination fee in an amount equal to $2,500,000 or (ii) ADMA's failure to obtain the requisite stockholder approval will entitle Seller to receive expense reimbursement in an amount up to $2,500,000. In no event is Seller entitled to both a termination fee and expense reimbursement.

The Stockholders Agreement

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Upon the closing of the Transaction, ADMA and Seller will also enter into a Stockholders Agreement (the "Stockholders Agreement") pursuant to which Seller will be (i) subject to lock-up restrictions, contractual volume limitations on resales and certain standstill provisions, (ii) granted the right to nominate one director for election to the Board, designate one observer to the Board and, under certain circumstances, nominate an additional director to the Board, as described below and (iii) granted certain contractual rights to participate in certain issuances of preferred shares by the Company and rights to nominate candidates to replace Adam Grossman as the chief executive officer ("CEO") of ADMA (in the event of the death or permanent disability of Adam Grossman), from which the Board will select such replacement, subject to the Board's fiduciary duties, as further described below.

Lock-Up Period; Volume Limitations

Subject to certain limited exceptions, sales by Seller of any equity interests of ADMA will be subject to a lock-up for six months after the closing of the Transaction. For three years after the end of such six-month period, subject to certain limited exceptions, under the Stockholders Agreement, sales by Seller of equity interests of ADMA may not exceed 15% of the issued and outstanding common stock of ADMA in any twelve-month period; provided, however,

that if the market capitalization of ADMA increases to double the market capitalization of ADMA immediately following the closing of the Transaction, then Seller may sell common stock of ADMA of up to 20% of the issued and outstanding common stock of ADMA in any twelve-month period; provided, further, that (x) if the market capitalization of ADMA increases to triple the market capitalization of ADMA immediately following the closing of the Transaction, or (y) upon the one-year anniversary of Seller holding less than a 25% economic interest in ADMA, then Seller may sell equity interests of ADMA at any time (subject to applicable securities laws).

Standstill

Seller will be subject to a customary standstill for the shorter of (x) five years after the FDA terminates or rescinds the warning letter issued by the FDA to Seller on November 25, 2014 in connection with outstanding issues at the manufacturing facility in Boca Raton, Florida (the "FDA Warning Letter"), and (y) seven years after the closing of the Transaction, or until the standstill is earlier terminated as described below (the "Standstill Period"). During the standstill period, (a) Seller will not, directly or indirectly, acquire any capital stock of ADMA which would result in Seller owning in excess of (i) 50%, less one share, of the total issued and outstanding shares of capital stock of ADMA or (ii) 30% of the total issued and outstanding shares of common stock of ADMA, in each case, on a pro forma basis after giving effect to such transaction, and (b) Seller will be subject to other customary standstill restrictions against gaining control of ADMA. The standstill will terminate early upon occurrence of any of the following: (A) any "person" (as such term is defined in the Stockholders Agreement) or "group" (as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (other than Biotest and its affiliates) acquires equity interests of ADMA equal to 20% or more of the outstanding capital stock of ADMA (other than the Grossman family, any trusts or affiliates of the Grossman family, Aisling Capital II LP, Biomark Capital Fund IV LP or any of the affiliates of the foregoing in connection with an equity financing in which Biotest has a right to participate but elects not to participate with respect to at least one-half of its pro rata portion of such financing); (B) six months after Seller holds less than 25% of the issued and outstanding capital stock of ADMA; (C) Adam Grossman voluntarily leaves the employ of ADMA (other than for "good reason" or, except as described in "Governance – Replacement of CEO" below, as a result of death or permanent disability) or is terminated for "cause" or (D) ADMA ceases to be a reporting company under the Exchange Act.

Contractual Right to Purchase Preferred Shares

Until the termination of the Standstill Period, Seller will have the right to purchase its pro rata (determined based on Biotest's beneficial ownership of all outstanding equity securities of ADMA as of the applicable date of determination) portion of any new preferred shares that ADMA proposes to issue or sell to any party.

Board Nominee(s) and Board Observer

Seller will have the right to nominate one board member and designate one board observer in its reasonable discretion, each of whom will be accepted by the Board absent a good faith objection for a reasonable and compelling reason. Seller will retain such rights until such time as Seller (and its affiliates) no longer holds 10% of the issued and outstanding capital stock of ADMA, at which time Seller will cause their director designee to resign. For so long as Seller holds such rights, if (a) the Board is expanded to nine directors or more or (b) Seller participates in one or more equity financings in which Seller contributes to ADMA aggregate gross proceeds of at least $15,000,000, then Seller may nominate a second director to the Board in their reasonable discretion, who will be accepted by the Board absent a good faith objection for a reasonable and compelling reason. ADMA may either procure the resignation of an existing director or increase the size of the board to accommodate the Seller designee(s).

Replacement of CEO

During the Standstill Period, (a) in the event of the death or permanent disability of Adam Grossman, Seller will have the right to nominate three qualified candidates as the replacement CEO of ADMA and the Board will appoint one of such three candidates as the new CEO of ADMA, upon customary terms and conditions for a CEO of a similarly situated company, and (b) Seller will have a similar right to nominate candidates as a successor CEO to the initial replacement CEO. The standstill will not terminate in the event of the death or permanent disability of Adam Grossman provided that ADMA and the Board comply with these procedures. In no event will Seller's failure to nominate qualified candidates or otherwise act in accordance with these procedures result in the termination of the

standstill.

A copy of the form of Stockholders Agreement is attached to this proxy statement as Annex C.

The Registration Rights Agreement

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At the closing of the Transaction, we will enter into a registration rights agreement (the "Registration Rights Agreement") with Seller and/or certain of its affiliates, pursuant to which Seller and/or its affiliate(s), as applicable, will have the right to (among other things and subject to certain terms and conditions) demand (up to a maximum of three times) that we file a registration statement for the resale of its shares of ADMA common stock or request that the resale of its shares of ADMA common stock be covered by a registration statement that we are otherwise filing, in each case, to the extent its shares of our common stock were: (i) issued previously and owned by Seller; (ii) issued or issuable (directly or indirectly) upon conversion and/or exercise of any of our capital stock (which may include, for the avoidance of doubt, non-voting common stock, warrants and options) as part of the consideration paid to Seller in connection with the Transaction; (iii) issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (i) and (ii) above); and (iv) otherwise acquired by Seller pursuant to the terms of the Stockholders Agreement or the Purchase Agreement, the shares described in clauses (i) through (iv) being referred to herein as "registrable securities," provided, however, that any such registrable securities shall cease to be registrable securities upon the earliest to occur of: (a) the date on which such securities are disposed of pursuant to an effective registration statement; (b) the date on which such securities are disposed of in reliance on Rule 144 under the Securities Act; or (c) the date on which such securities become eligible for resale without volume or manner-of-sale restrictions pursuant to Rule 144 under the Securities Act, as reasonably determined by ADMA. The Registration Rights Agreement will also provide for rights for Seller and/or its affiliate(s) to participate as selling stockholders in certain underwritten public offerings of ADMA common stock under certain circumstances.

The foregoing registration rights will be subject to certain cut-back provisions and further restrictions contained in the Registration Rights Agreement. A copy of the form of the Registration Rights Agreement is attached to this proxy statement as Annex D.

Voting Agreements

(Page 75)

On January 21, 2017, in connection with the execution and delivery of the Purchase Agreement, Seller, ADMA and the following stockholders: Aisling Capital II, LP, Biomark Capital Fund IV LP, Jerrold Grossman, Adam Grossman, Maggro LLC, The Genesis Foundation, Hariden LLC and Areth II LLC (the "Voting Agreement Stockholders") entered into separate voting agreements (collectively, the "Voting Agreements," and together with the Purchase Agreement, the Registration Rights Agreement and the Stockholders Agreement described below, the "Agreements"). The shares subject to the Voting Agreements represent approximately 50.59% of the issued and outstanding voting securities of ADMA as of the date of execution of such agreements. The Voting Agreements generally require that the Voting Agreement Stockholders: (i) vote all of their shares of ADMA voting stock (the "Voting Agreement Shares") in favor of the Purchase Agreement and all transactions contemplated by the Purchase Agreement; (ii) vote against any alternative transaction; (iii) not transfer their Voting Agreement Shares during the term of the Voting Agreements or enter into any other voting agreement, voting trust or similar agreement with respect to any of their Voting Agreement Shares; and (iv) not take any action that would constitute a violation of the non-solicitation provisions of the Purchase Agreement if taken by ADMA, its representatives or affiliates, with the limitations and exceptions to such provisions of the Purchase Agreement that are applicable to ADMA, its representatives or affiliates being similarly applicable to the Voting Agreement Stockholders.

A copy of the form of Voting Agreement is attached to this proxy statement as Annex E.

Projected Financial Information

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We have summarized certain Company financial projections to give the Company's stockholders access to certain non-public information provided to our financial advisors for purposes of considering and evaluating the Transaction and not to influence the Company's stockholders' decision whether to vote for or against any proposals presented herein.

Opinion of Raymond James & Associates, Inc., Financial Advisor to ADMA

(Page 77)

At the January 21, 2017 meeting of the ADMA Board, representatives of Raymond James & Associates, Inc. ("Raymond James") rendered Raymond James' oral opinion, which was subsequently confirmed by delivery of a written opinion to the Board dated January 21, 2017, as to the fairness, as of such date, from a financial point of view, to ADMA of the consideration to be paid by ADMA in the Transaction pursuant to the Purchase Agreement, based upon and subject to the assumptions made, procedures followed, matters considered, limitations of the review undertaken and qualifications contained in such opinion.

The full text of the written opinion of Raymond James, dated January 21, 2017, which sets forth, among other things, the assumptions made, procedures followed, matters considered, limitations of the review undertaken and qualifications contained in such opinion, is attached as Annex F to this proxy statement. The summary of Raymond James' opinion contained in this document is qualified in its entirety by reference to the full text of Raymond James' opinion. ADMA's stockholders are encouraged to read Raymond James' opinion carefully and in its entirety for a discussion of the procedures followed, assumptions made, other matters considered and limits of the review undertaken by Raymond James in connection with Raymond James' opinion. Raymond James provided its opinion for the information and assistance of the ADMA Board (solely in its capacity as such) in connection with, and for purposes of, the Board's consideration of the Transaction and its opinion only addresses whether the consideration to be paid by ADMA in the Transaction pursuant to the Purchase Agreement was fair, from a financial point of view, to ADMA. The opinion of Raymond James did not address any other aspect or implication of the Transaction or any voting, support or other agreement, arrangement or understanding entered into in connection with the Transaction or otherwise, including without limitation the Commercial Agreements, Equity Documents and Other Agreements (each as defined in the Purchase Agreement). The Raymond James opinion does not constitute a recommendation to (a) the Board or any stockholder regarding how the Board, such stockholder or any other person should vote or otherwise act on the Transaction, if required, and (b) whether or not any stockholder should enter into a voting, stockholders' or affiliates' agreement with respect to the Transaction or any other matter.

Anticipated Accounting Treatment of the Transaction

(Page 82)

The Transaction will be accounted for using the acquisition method of accounting in accordance with ASC 805. United States generally accepted accounting principles ("GAAP") require that one of the two parties in the Transaction be designated as the acquirer for accounting purposes based on the evidence available. ADMA will be treated as the acquiring entity for accounting purposes. In identifying ADMA as the acquiring entity, the parties to the Transaction took into account a variety of factors, including, but not limited to, the assets to be acquired, the benefits and synergies of the combined operations, the structure of the Transaction and the other transactions contemplated by the Purchase Agreement relative to the outstanding share ownership of ADMA.

The allocation of the purchase price to the assets acquired reflected in the unaudited pro forma combined financial statements is based on preliminary estimates using assumptions ADMA management believes are reasonable based on currently available information and an analysis performed by an independent third-party valuation firm in conjunction with ADMA's management to assess such asset values as of the date of filing. Due to the preliminary nature of this valuation, certain asset values are based on a preliminary assessment using data available to ADMA management at the time of this filing for purposes of the unaudited pro forma combined financial statements. Upon consummation of the purchase transaction, such valuation will be finalized, with the final purchase price and fair value assessment of assets and liabilities based on a detailed analysis that has not yet been consummated.

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Regulatory Approvals

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The consummation of the Transaction does not require compliance with any material federal or state regulatory requirements or any other special regulatory approvals.

Federal Securities Law Consequences

(Page 82)

The securities to be issued in the Transaction will be issued in reliance on the registration exemption contained in Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), on the basis that the offer and sale of such securities does not involve a public offering.

No Dissenters' Rights or Appraisal Rights

(Page 83)

Holders of our common stock will not be entitled to any dissenters' rights or appraisal rights with respect to any of the proposals to be voted on at the Annual Meeting.

Dilution to Existing ADMA Stockholders

Upon consummation of the Transaction, the Stock Issuance contemplated thereby will significantly dilute the voting power of our existing stockholders. Also, to the extent that the non-voting capital stock to be issued to Biotest or its affiliate in the Stock Issuance may convert into common stock in the future, such conversion will result in significant additional dilution to the voting power of our existing stockholders.

Upon consummation of the Transaction, ADMA's pre-Transaction stockholders (which, for the avoidance of doubt, excludes Biotest and its affiliates) will own common stock representing approximately 75% of the total voting power of the combined company.

Assuming the full conversion into ADMA common stock of the non-voting capital stock to be issued to Biotest or its affiliate in the Stock Issuance, ADMA's pre-Transaction stockholders would then own common stock representing approximately 50.01% of the total voting power of the combined company.

Proposals to be Voted Upon at the Annual Meeting

The Transaction Proposal

(Page 95)

ADMA's stockholders are being asked to approve the Transaction. Pursuant to Section 271(a) of the DGCL, the adoption the Transaction Proposal relating to the sale of the Transferred ADMA Biocenters (as defined below), and pursuant to the Purchase Agreement, the adoption of the Transaction Proposal, in each case, requires approval by the affirmative vote of the holders of a majority of the outstanding shares of ADMA's common stock. Approval of the Transaction Proposal is a condition to the consummation of the Transaction. If the Transaction Proposal is not approved, the Transaction will not occur.

The Board unanimously recommends that you vote “FOR” the Transaction Proposal.

The Charter Proposal

(Page 96)

In connection with the Transaction, we are proposing to adopt an amended and restated certificate of incorporation (the “Charter”), as further described in The Charter Proposal. Assuming that the requisite stockholder approval is obtained, the Company plans to adopt the Charter even if the Transaction is not successfully consummated. The form of amended and restated Charter is attached as Annex B and is incorporated into this proxy statement by reference. You are encouraged to read the form of amended and restated Charter in its entirety.

The Board unanimously recommends that you vote “FOR” the Charter Proposal.

The 2014 Plan Proposal

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We are proposing to amend and restate our 2014 Plan to authorize additional shares for issuance under the 2014 Plan, as further described in “The 2014 Plan Proposal,” as well as increase the additional shares to be authorized under the “evergreen” provision of our 2014 Plan. The form of amended and restated 2014 Plan is attached as Annex G and is incorporated into this proxy statement by reference. You are encouraged to read the form of amended and restated 2014 Plan in its entirety.

The Board recommends that you vote “FOR” the 2014 Plan Proposal.

The Class I Director Election Proposal

(Page 108)

We are proposing to elect our existing directors, Dov A. Goldstein, M.D. and Bryant E. Fong, to serve as Class I directors for three-year terms expiring at ADMA’s 2020 annual meeting of stockholders.

The Board unanimously recommends that you vote “FOR” the election of each nominee named above.

The Auditor Ratification Proposal

(Page 111)

We are proposing to ratify the appointment of CohnReznick LLP as the Company’s independent registered public accounting firm for the year ending December 31, 2017.

The Board unanimously recommends that you vote “FOR” the ratification of the appointment of CohnReznick LLP as our independent registered public accounting firm for the year ending December 31, 2017.

The Adjournment Proposal

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We are proposing to approve the adjournment of the Annual Meeting to a later date or dates to solicit additional proxies, in the event that there are not sufficient votes at the time of the Annual Meeting to approve any of the other proposals presented.

The Board unanimously recommends that you vote “FOR” the Adjournment Proposal.

Where You Can Find Additional Information

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You can find more information about ADMA in the periodic reports and other information we file with the SEC. The information is available at the SEC’s public reference facilities and at the website maintained by the SEC at

www.sec.gov. See “Where You Can Find Additional Information” beginning on page 139.

RISK FACTORS

You should consider carefully the following risk factors, along with the risk factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2016, as well as the other information set forth in, and incorporated by reference into, this proxy statement, before making a decision on any of the proposals presented.

Risks Related to the Transaction

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

We may not realize all of the strategic and financial benefits currently anticipated from the Transaction, such as those described under "The Transaction—ADMA's Reasons for the 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 issued by the FDA to Seller on November 25, 2014 (the "FDA Warning Letter"). As part of the remediation of the FDA Warning Letter, in December 2016, the BPC Therapy Business Unit temporarily suspended the production of BIVIGAM® in order to focus on the completion of planned improvements to the process, and it is uncertain when production of BIVIGAM® will resume. As a result, it was communicated to customers that BIVIGAM® will not be available for sale or distribution at least through the end of 2017. If we are unable to address the underlying concerns at the Boca Facility that resulted in the FDA Warning Letter and the Complete Response Letter ("CRL") in July 2016 that identified deficiencies and inspection issues related to certain of our third-party contract manufacturers, including Seller, and requested documentation of corrections for a number of those issues, we will not be able to resume the manufacturing of BIVIGAM® or reapply for FDA approval to market and sell RI-002, which could have a material adverse effect on our Company. 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 addition, on December 20, 2016, the BPC Therapy Business Unit received notice from one of its contract fillers stating that the manufacturing services agreement with such contract filler had expired and will need to be renegotiated prior to April 1, 2017 to avoid any interruption in the services provided under the agreement. The services provided under this agreement relate to the filling and packaging of Nabi-HB® and BIVIGAM®, two of the revenue-generating plasma-derived products for which we have agreed to acquire all associated commercial rights in connection with the Transaction. This vendor is the only provider of this service currently approved by the FDA to fill and package these products. The BPC Therapy Business Unit disagrees with the vendor's interpretation of the expiration of the contract and believes that the agreement remains in effect. However, in the event that we or the BPC Therapy Business Unit are required to negotiate a new agreement, the terms of such new agreement may not be as favorable to ADMA as the current agreement and there can be no assurances that a new agreement will be reached, which, in each case, could have a material adverse effect on our Company.

The BPC Therapy Business Unit also has a contract manufacturing agreement related to the fractionation of plasma provided by one of its customers that includes certain minimum production requirements. If the BPC Therapy Business Unit is unable to meet its contractual obligations under this agreement, it 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 our Company.

There is also uncertainty as to whether the BPC Therapy Business Unit will be able to operate at a profitable level in the future given the relatively small size of the BPC Therapy Business Unit and competitive environment in which it

operates. Furthermore, there is no assurance and no definitive timeline as to when or if the FDA Warning Letter will be resolved by the FDA. These factors could have a material adverse effect on our Company.

We may not be successful in integrating the BPC Therapy Business Unit into our business.

The Transaction involves the integration of two businesses that previously have operated independently with principal offices in two distinct locations. Significant management attention and resources will be required to integrate the two companies after completion of the 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 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-Transaction basis;
- appropriately managing the liabilities of our Company on a post-Transaction basis;
- potential unknown or currently unquantifiable liabilities associated with the Transaction and the operations of our Company on a post-Transaction basis;
- potential unknown and unforeseen expenses, delays or regulatory conditions associated with the 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 Transaction and integrating the businesses.

Delays in the integration process could adversely affect the combined company's business, financial results, financial condition and stock price following the 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 Transaction, we will be agreeing to transfer assets that have historically generated substantially all of our revenue.

Assuming consummation of the Transaction, and without additional consideration, on January 1, 2019, our wholly-owned subsidiary will transfer to Seller the leases for our two existing plasma collection facilities in Norcross, Georgia and Marietta, Georgia and certain related assets and liabilities (the "Transferred ADMA Biocenters"). The Transferred ADMA Biocenters have historically been the source of substantially all of our revenue. Although we are currently contemplating developing a new plasma collection facility located in Kennesaw, Georgia, are acquiring two new plasma-derived products in connection with the Transaction and expect to begin generating revenue in connection with our main product candidate, RI-002, following the anticipated approval of our BLA by the FDA, there is no guarantee that we will be able to do so. We currently do not generate any significant revenues and may not be able to commercialize RI-002. Commercialization of RI-002 depends in large part on obtaining FDA approval of our BLA. The combined company may not be profitable even if it or any of its future development partners succeeds in commercializing any of its product candidates. Accordingly, we are unable to predict the extent of any future losses or when we could become profitable, if at all.

Failure to complete the Transaction could negatively impact our business, financial condition, results of operations and stock price.

The consummation of the Transaction is subject to the satisfaction of certain conditions, including approval of the Transaction Proposal and the Charter Proposal. The Transaction is not subject to any financing conditions. There can be no assurance as to when the closing conditions will be satisfied, if at all. Many of the conditions to closing are not within our control and we cannot predict when or if these conditions will be satisfied. If any condition to the Transaction is not satisfied or waived, it is possible that the Transaction will not be consummated in the expected time frame or at all.

In addition to customary termination provisions, subject to certain limitations, either ADMA or Seller may terminate the Purchase Agreement if the Transaction has not been consummated by September 30, 2017. If the Transaction is not completed for any reason, the ongoing business of ADMA may be adversely affected and ADMA will be subject to several risks, including the following:

- having to pay, under certain circumstances, a termination fee or expense reimbursement of up to $2,500,000;

- focusing ADMA's management on the proposed Transaction instead of on pursuing other opportunities that could be beneficial to ADMA, without realizing any of the benefits of having the proposed Transaction completed;

- certain of our executive officers and/or directors may seek other employment opportunities, and the departure of any of our executive officers and the possibility that the Company would be unable to recruit and hire an executive could impact negatively our business and operating result;

- we have incurred and are expected to continue to incur substantial costs in connection with the Transaction whether or not the Transaction is completed; and/or

- pursuant to the Purchase Agreement, we are subject to certain restrictions on the conduct of our business prior to completion of the Transaction, which restrictions could adversely affect our ability to realize certain of our business strategies or to take advantage of certain business opportunities.

Failure to complete the Transaction could result in a decrease in the market price of ADMA's common stock to the extent that the current market price of those shares reflects a market assumption that the Transaction will be completed. Further, failure to complete the Transaction could result in substantial damage to our reputation and business relationships.

While the Transaction is pending, we will be subject to business uncertainties that could adversely affect our businesses.

Uncertainty about the effect of the Transaction on employees, customers, suppliers and other third parties with whom we interact may have an adverse effect on us. These uncertainties may impair our ability to attract, retain and motivate key personnel until the Transaction is completed and for a period of time thereafter, and could cause customers, suppliers and others who deal with us to seek to change existing business relationships with us. Employee retention may be challenging during the pendency of the Transaction, as certain employees may experience uncertainty about their future roles. If key employees depart because of issues related to the uncertainty and difficulty of integration or a desire not to remain with the business, our business, and the acquired business from Biotest and its related entities, as the case may be, could be materially adversely affected. In addition, the Transaction includes restrictions on our ability to take specified actions until the consummation of the Transaction, without the consent of the other party. These restrictions may prevent us from pursuing attractive business opportunities that may arise prior to the completion of the Transaction.

Even if the Transaction is consummated, we expect to continue to incur losses for the foreseeable future and might never achieve profitability.

Even if the Transaction is consummated, we expect to continue to incur losses for the foreseeable future. We intend to continue to conduct our research and development, clinical testing and regulatory compliance activities and, if our main product candidate, RI-002, is approved, we will also conduct sales and marketing activities that, together with anticipated general administrative expenses, will likely result in our incurring significant losses for the next several years.

We currently do not generate any significant revenues and may never be able to commercialize RI-002. Commercialization of RI-002 depends in large part on obtaining FDA approval of our BLA. The combined company may not be profitable even if it or any of its future development partners succeeds in commercializing any of its

product candidates. Accordingly, we are unable to predict the extent of any future losses or when the combined company could become profitable, if at all.

The Purchase Agreement will expose 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 Transaction, we have agreed to assume the liabilities of Seller related to the BPC Therapy Business Unit that are further described in "The Transaction–Description of the Purchase Agreement–Transaction Structure–Assumed Liabilities" below. Because we have agreed to assume liabilities related to products for which we do not yet have exclusive rights, we are exposed to liabilities that are not within our control and we cannot predict the extent to which these liabilities will arise. 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 addition, we have agreed to indemnify Seller after the closing for any assumed liability, and Seller has agreed to indemnify us after the closing for any excluded asset or excluded liability. The parties' representations and warranties (other than fundamental representations and representations) survive for 15 months following the closing of the Transaction, fundamental representations survive indefinitely, tax representations survive until the date that is 30 days following the applicable statute of limitations, covenants to be performed on or prior to the closing of the Transaction survive for 15 months following the closing of the Transaction, and post-closing covenants survive in accordance with their terms or if no term is specified, indefinitely. Each party's indemnification obligations with respect to (a) its representations and warranties (other than its fundamental representations) are subject to a $25,000 mini-basket and $750,000 true deductible and (b) its representations, warranties and pre-closing covenants are subject to a $25,000,000 cap. Significant indemnification claims by Seller or its affiliates or a breach by Seller or its affiliates of any indemnity obligations owed to ADMA under the Purchase 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 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 Transaction. This release will remain effective from and after the closing of the Transaction. Without this release, we would have otherwise been permitted to bring a claim against Biotest related to the FDA Warning Letter that could have possibly entitled us to remedies in the event that we are unable to resolve the FDA 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 or their other affiliates from directly or indirectly (other than through Seller) competing with the BPC Therapy Business Unit after the closing of the 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 Transaction 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 the BPC Therapy Business Unit, we cannot be sure that our due diligence investigation uncovered all material issues that may be present, or 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. If we failed to identify any important issues, it could result in a material adverse effect on our business, financial condition, results of operations and stock price.

We may waive one or more of the conditions to the closing of the Transaction without resoliciting stockholder approval for the Transaction.

We may agree to waive, in whole or in part, some of the conditions to our obligations to complete the Transaction, to the extent permitted by applicable laws. The Board will evaluate the materiality of any waiver to determine whether an amendment or supplement to this proxy statement and re-solicitation of proxies is warranted. In some instances, if the Board determines that a waiver is not sufficiently material, we have the discretion to complete the Transaction without seeking further stockholder approval, subject to applicable law.

We have incurred and will continue to incur significant costs in connection with the Transaction, some of which will be required to be paid even if the Transaction is not completed.

We have incurred and will continue to incur significant costs in connection with the Transaction. These costs are primarily associated with the fees of our attorneys, accountants and financial advisors, but also include the diversion of our resources and the attention of our management team from the operation of our business. We will be required to pay most of these costs even if the Transaction is not completed. In addition, if the Purchase Agreement is terminated due to certain triggering events specified in the Purchase Agreement, we may be required to pay Biotest AG a termination fee of $2,500,000.

The opinion of our financial advisor does not reflect changes in circumstances between the date of such opinion and completion of the Transaction.

We have not obtained an updated opinion from our financial advisor as of the date of this proxy statement and do not expect to receive an updated opinion prior to completion of the Transaction. Changes in our operations and prospects (or those of the BPC Therapy Business Unit), general market and economic conditions and other factors that may be beyond our control may significantly alter the value of the BPC Therapy Business Unit or our common stock by the time the Transaction is completed. The opinion does not speak as of the time the Transaction will be completed or as of any date other than the date of such opinion. Because our financial advisor will not be updating its opinion, the opinion will not address the fairness of the Transaction consideration from a financial point of view at the time the Transaction is completed. Our Board recommendation that the ADMA stockholders vote "FOR" the proposals being submitted to the ADMA stockholders, however, is made as of the date of this proxy statement. A copy of the opinion is attached to this proxy statement as Annex F. For additional information, see "The Transaction—Opinion of Raymond James & Associates, Inc., Financial Advisor to ADMA."

We will incur substantial additional indebtedness in connection with the Transaction and may need to incur more in the future.

We will incur substantial additional indebtedness in connection with the Transaction, which could have material adverse consequences for the Company, including (i) raising its borrowing costs, (ii) hindering the Company's ability to adjust to changing market, industry or economic conditions, (iii) limiting the Company's ability to access the capital markets to refinance maturing debt or to fund acquisitions or other investments, (iv) limiting the amount of free cash flow available for future operations, acquisitions, dividends, stock repurchases or other uses, (v) making the Company more vulnerable to economic or industry downturns, including interest rate increases and (vi) placing the Company at a competitive disadvantage compared to less leveraged competitors.

Additionally, the agreements that will govern the terms of the indebtedness incurred in connection with the Transaction may contain a number of restrictive covenants that impose significant operating and financial restrictions on the Company and may limit its ability to engage in acts that may be in its long-term best interest. Moreover, the Company's ability to satisfy any covenants may be affected by events beyond its control and, as a result, there can be no assurance that it will be able to satisfy any such covenants.

A breach of the covenants under the agreements that govern the terms of any of the Company's indebtedness could result in an event of default under the applicable agreement(s). Such an event of default may allow the applicable creditors (including Biotest and/or its affiliate) to accelerate the related debt and/or terminate any related commitments to extend further credit and may result in the acceleration of any other debt to which a cross-acceleration or cross-default provision applies. In the event debtholders accelerate the repayment of the Company's indebtedness, the Company may not have sufficient resources to repay such indebtedness.

Moreover, the Company may be required to raise substantial additional capital. The Company's ability to arrange additional financing will depend on, among other factors, our financial position and performance, as well as prevailing market conditions and other factors beyond our control. If we are able to obtain additional financing, the risks related to our indebtedness could intensify.

The unaudited pro forma combined financial statements contained in this proxy statement are presented for illustrative purposes only and may not be an indication of the combined company's financial condition or results of operations following the Transaction.

The unaudited pro forma financial statements have been derived from the historical financial statements of ADMA and the BPC Therapy Business Unit, and adjustments and assumptions have been made regarding the combined company after giving effect to the Transaction. The information upon which these adjustments and assumptions have been made is preliminary, and these kinds of adjustments and assumptions are difficult to make with accuracy. Moreover, the unaudited pro forma financial statements do not reflect all costs that are expected to be incurred by the combined company in connection with the Transaction. For example, the impact of any incremental costs incurred in integrating the two businesses is not reflected in the unaudited pro forma financial statements. As a result, the actual financial condition of the combined company following the Transaction may not be consistent with, or evident from, these unaudited pro forma financial statements. The assumptions used in preparing the unaudited pro forma financial statements may not prove to be accurate, and other factors may affect the combined company's financial condition following the Transaction. See the section entitled "Unaudited Pro Forma Combined Financial Statements" for more information.

Third-party lawsuits may be filed against us in connection with the Transaction which may be frivolous but costly to defend.

Third parties may assert claims against us alleging that the terms of the Transaction are somehow unfair or inappropriate. Although the Board and management team may disagree with such claims, any claims against us, with or without merit, as well as claims initiated by us against third parties, can be time-consuming and expensive to defend or prosecute and resolve. We cannot assure you that litigation asserting claims against us will not be initiated or that we will prevail in any litigation. We cannot assure you that the Transaction will close if and to the extent a claim or claims are filed against us in this regard.

Risks Related to our Business

To date, we have generated limited product revenues, we 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 nearly all of our revenues from our plasma collection facilities derived from the sale of plasma, as well as our other plasma inventory sales. Unless and until we receive approval from the FDA and other regulatory authorities for our RI-002 product candidate, we do not expect to sell and generate revenue from the commercialization of RI-002 and we will be required to raise additional funds through the sale of equity and/or debt securities or otherwise to, among others, establish a commercial salesforce and infrastructure and recognize any significant sales.

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 during the second half of 2017, we will likely not have sufficient cash flow and liquidity to fund our business operations as we currently operate, forcing us to curtail our activities and potentially significantly reduce, or cease, operations. To the extent we are able to raise additional capital, such financing may only be available on unattractive terms, resulting in a 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 2017, including regulatory and consulting fees for RI-002 associated with third-party manufacturers and ongoing discussions with the FDA, continuing implementation of our commercialization and expansion activities and certain other assumptions, management currently believes that its cash, cash equivalents, short-term investments, projected revenue and accounts receivable are sufficient to fund our operations, as currently conducted, into the second half of 2017. These estimates may change based upon whether or when the FDA approves RI-002, the timing of any required commercial manufacturing scale up activities or if any of our other assumptions change. These estimates may also change based upon the timing of the completion of the Transaction, which is anticipated during the first half of 2017. Upon the closing of the Transaction, Biotest had agreed to provide funds to us consisting of: $12.5 million in funding, $15.0 million in debt financing and an additional $12.5 million commitment towards a future equity financing. This future equity financing (if consummated) is expected to be sufficient to fund operations into the first quarter of 2018. There is no assurance that we will be able to successfully close on the Transaction. Other than the funding to be provided by Biotest, 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 trial or commercialization

activities, or the approval of any of our potential products. In addition, we could be forced to reduce or forego sales and marketing efforts and forego attractive business opportunities. Although our financial statements have been prepared on a going-concern basis, we must raise additional capital during the second half of 2017 to fund our operations in order to continue as a going concern.

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 authorized.

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.

We are not currently 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, 2016 and 2015, we incurred net losses of $19.5 million and $18.0 million, respectively, and from our inception in 2004 through December 31, 2016, we have incurred an accumulated net deficit of $106.9 million. Even if we succeed in developing and commercializing one or more of our 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:

- 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
- integrate the assets which we intend to acquire in the Transaction into our business after closing of the Transaction.

We also expect to experience negative cash flow 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.

Historically, we have relied on third-party contractors for certain processes that are critical to the manufacture and commercialization of our product candidates. To the extent that we continue to rely on third parties, such reliance may expose us to risks that may delay testing, development, regulatory approval, commercialization and overall manufacturing of our product candidates.

Historically, we have relied on third-party contractors for certain processes that are critical to the manufacture and commercialization of our product candidates. To the extent that we continue to rely on third parties, such reliance may expose us to risks that may delay testing, development, regulatory approval, commercialization and overall manufacturing of our product candidates. Our anticipated future reliance on third-party manufacturers exposes us to the following risks:

- we may be unable to identify third-party manufacturers on acceptable terms or at all because the number of potential manufacturers is limited and the FDA must approve any replacement contractor. This approval would require new testing and compliance inspections. In addition, a new manufacturer would have to be educated in, or develop substantially equivalent processes for, production of applicable products after receipt of any required FDA approval;
- third-party manufacturers might be unable to manufacture our products in the volume and of the quality required to meet our clinical and commercial needs, if any;
- contract manufacturers may not perform as agreed, and operate their business independently from ADMA. Contract manufacturers are directly responsible for their own FDA cGMP interactions and ADMA may not be privy to all ongoing discussions and information concerning products or process unrelated to ADMA. Additionally, contract manufacturers may not remain in the contract manufacturing business for the time required to successfully produce, store and distribute our products;
- product manufacturers are subject to ongoing periodic unannounced inspection by the FDA, the Drug Enforcement Administration and corresponding state agencies to ensure strict compliance with cGMP and other government regulations and corresponding foreign standards. We do not have control over third-party manufacturers' compliance with these regulations and standards, and our manufacturers may be found to be in noncompliance with certain regulations, which may impact our ability to manufacture our drug product candidates and may impact the regulatory status of ADMA and its product candidates; and
- if any third-party manufacturer makes improvements in the manufacturing process for our products, we may not own, or may have to share, the intellectual property rights to the innovation. We may be required to pay fees or other costs for access to such improvements, and additional clinical trials or other studies may be required.

Each of these risks could delay any approval of our product candidates by the FDA or the commercialization of our product candidates or result in higher costs or deprive us of potential product revenues.

A single customer accounts for a significant amount of our revenues and, together with a second customer represent greater than 95% of our total revenues, and, therefore, the loss of such single customer could have a material adverse effect on our business, results of operations and financial condition.

A significant amount of our revenues are attributed to a single customer, Biotest. For the fiscal year ended December 31, 2016, two of our customers, SK Plasma Co., Ltd. (“SK”) and Biotest, represented greater than 95% of our total revenues, with Biotest representing approximately 82% of our total revenues and SK representing approximately 14% of our total revenues. We believe SK will represent approximately less than 10% of our total revenues for 2017.

These commercial relationships with Biotest and SK have historically been arm’s length commercial relationships. The loss of either or both of Biotest and SK as a customer or a material change in the revenue generated by either or both of Biotest and SK could have a material adverse effect on our business, results of operations and financial condition. Factors that could influence our relationships with our customers include, among other things:

- our ability to sell our products at prices that are competitive with our competitors;
- 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 either or both of Biotest and SK could have a material adverse effect on our business and results of operations.

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Our lead 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. We cannot provide any assurance or certainty regarding when we might complete the clinical trial process or receive regulatory approval for our BLA for RI-002. Furthermore, failure can occur at any stage of the process, and we could encounter problems that cause us to abandon or repeat clinical trials. The commencement and completion of clinical trials 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 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 Investigational New Drug 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.

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 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 United States, and therefore, may not have been performed in accordance with standards normally required by the FDA and other regulatory agencies.

Currently, our only viable product candidate is RI-002. 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.

At the present time, our entire focus is obtaining regulatory approval for RI-002, our only product candidate. If we cannot obtain regulatory approval for RI-002, our only source of revenue will be plasma collection and sales. 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 submit a BLA. To obtain required 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 BLA. Our BLA is dependent upon our third party manufacturer continuing operations and maintaining compliance with rules and regulations. 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 potential product candidate. Failure to obtain FDA approval of any of our product candidates will severely undermine our business by leaving us without a saleable product beyond the plasma collected by ADMA BioCenters, and therefore without any source of additional revenues if and until another product candidate can be developed and commercialized. There is no guarantee that we will ever be able to develop or acquire another product candidate. In foreign jurisdictions, we must receive approval from the appropriate regulatory authorities before we can commercialize any products. Foreign regulatory approval processes generally include all of the risks 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 United States.

Even if we receive approval from the FDA to market RI-002, our ability to market RI-002 for alternative applications could be limited.

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 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 United States 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 United States 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 promotional activities may be protected under the First Amendment, the scope of any such protection is unclear. 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 relating 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 RI-002, 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 and consultants to conduct our preclinical and clinical trials 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.

If physicians and patients do not accept and use our product, our ability to generate revenue from sales will be materially impaired.

Even if the FDA approves RI-002, physicians and patients may not accept and use it. Acceptance and use of our product will depend on a number of factors including:

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

Because we expect sales of RI-002, if approved, to generate substantially all of our product revenues other than the revenue attainable from the sale of plasma collected by ADMA BioCenters, the failure of this product 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 this proxy statement and our annual report on Form 10-K, which is incorporated herein by reference, 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.

This proxy statement and our annual report on Form 10-K, which is incorporated herein by reference, 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 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 that study represent the independent consultants' own methodologies, assumptions, research, analysis, projections, estimations, 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 such report. Readers should not place undue reliance on this information.

Our long-term success may depend on our ability to supplement our existing RI-002 product candidate through new product development or the in-license or acquisition of other new products, and if our business development efforts are not successful, our ability to achieve profitability may be negatively impacted.

Our current product development portfolio consists primarily of RI-002. We intend to seek to expand our current portfolio through new product development efforts or to in-license or acquire additional products. If we are not successful in developing or acquiring additional products, we will have to depend on our ability to raise capital for, and the successful development and commercialization of, RI-002 and the revenue we may generate from the sale of plasma attributable to the operations of ADMA BioCenters.

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. Should we obtain regulatory approval for RI-002 or any future product we may develop, we will have to compete with existing 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 United States and abroad. In addition, companies pursuing different but related fields represent substantial competition. Many of these organizations competing with us have substantially greater capital 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 patent may be challenged, found to be over-broad or otherwise invalidated in subsequent proceedings before courts or the United States Patent and Trademark Office. Even if enforceable, we cannot provide any assurances that it 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.

The combined company may incur significant costs to comply with environmental, health and safety laws, regulations and permits, and failure to comply with these laws, regulations and permits could expose the combined company to significant liabilities and have a material adverse effect on the combined company’s financial condition and operating results.

The Boca Facility uses hazardous chemicals and biological materials in its business and is subject to a variety of federal, state and local laws and regulations governing, among other matters, handling, transportation and disposal of medical specimens and infectious and hazardous waste materials, handling and storage of hazardous materials, and air emissions and wastewater discharges, as well as regulations relating to the safety and health of laboratory employees. This includes regulation by federal governmental regulatory agencies, such as the Occupational Safety and Health Administration and the U.S. Environmental Protection Agency, as well as state and local regulatory agencies. Some of these laws and regulations require the Boca Facility to operate under permits that are subject to renewal or modification. These laws, regulations and permits can often require expensive pollution control equipment or

operational changes to limit actual or potential impacts to the environment. The BPC Therapy Business Unit has incurred, and the combined company will continue to incur, capital and operating expenditures and other costs in the ordinary course of its business in complying with these laws and regulations as well as obtaining, complying with and maintaining environmental permits required for its operations.

Over time, environmental regulations have become increasingly more stringent, and the trend is towards increasing restrictions on activities that may impact the environment. Changes in these laws and regulations may result in more stringent and costly requirements for matters including but not limited to handling, storage, transport, or disposal of hazardous materials or hazardous, medical or infectious wastes; control of air emissions, wastewater discharges or storm water discharges; or remediation requirements. As environmental regulations and standards evolve, and if new regulations or standards are implemented, we may be required to modify the Boca Facility and its processes or develop and support new processes or control equipment, and this will increase our costs. Any failure to comply, or delays in compliance, with the various existing and evolving industry regulations and standards could prevent or delay our production of the combined company’s products. A violation of these laws and regulations or permit conditions can result in substantial fines, natural resource damages, criminal sanctions, permit revocations and/or facility shutdowns. Any inability to address these requirements and any regulatory changes could have a material adverse effect on the combined company’s financial condition and operating results.

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 our only product, 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 United States 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 United States 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.

Continued instability in the credit and financial markets may negatively impact our business, results of operations and financial condition.

Financial markets in the United States, Canada, Europe and Asia continue to experience disruption, including, among other things, significant volatility in security prices, declining valuations of certain investments, as well as severely diminished liquidity and credit availability. Business activity across a wide range of industries and regions continues to be greatly reduced and local governments and many businesses are still suffering from the lack of consumer spending and the lack of liquidity in the credit markets. As a clinical-stage biotechnology company, we rely on third parties for several important aspects of our business, including contract manufacturing of drug product, plasma collection supplies, transportation and storage of plasma, and conduct of our clinical trials. These third parties may be unable to satisfy their commitments to us due to tightening of global credit from time to time, which would adversely affect our business. The continued instability in the credit and financial market conditions may also negatively impact our ability to access capital and credit markets and our ability to manage our cash balance. While we are unable to predict the continued duration and severity of the adverse conditions in the United States and other countries, any of the circumstances mentioned above could adversely affect our business, financial condition, operating results and cash flow or cash position.

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

Our success will depend on the expansion of our commercial, manufacturing, 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.

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, particularly if we close and consummate the Transaction. 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.

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We currently collect human blood plasma at our ADMA BioCenters facilities located in Norcross and Marietta, Georgia, and if we cannot maintain FDA approval for these locations we may be adversely affected and potentially may not be able to sell and use this human blood plasma for future commercial purposes.

We intend to maintain FDA and other governmental and regulatory approvals of our ADMA BioCenters collection facilities for the collection of human blood plasma. These facilities are subject to FDA and other governmental and regulatory inspections and extensive regulation, including compliance with cGMP, FDA and other government approvals. Failure to comply may result in enforcement action, which may significantly delay or suspend our operations for these locations.

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, alone or with collaborators.

Many of our business practices are subject to scrutiny by 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 United States are enforceable 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. There can be no assurance that our activities will not come under the scrutiny of 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. 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 and the companion Health Care and Education Reconciliation Act, which together are referred to as the healthcare reform law, such payments by pharmaceutical manufacturers to United States healthcare practitioners and academic medical centers must be publicly disclosed. 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 United States, Canada and the European Union cannot promote approved products for other indications that are not specifically approved by the competent regulatory authorities (e.g., FDA in the United States), 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 may be required to report detailed pricing information, net of included discounts, rebates and other concessions, to the Centers for Medicare & Medicaid Services, or 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 United States, 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 United States 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 their 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 United States or the European Union, we could be adversely affected.

Also, under the United States Foreign Corrupt Practices Act, or FCPA, the United States has increasingly focused on regulating the conduct by United States businesses occurring outside of the United States, 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 United States Health and Human Services Department Office of Inspector General, or 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 United States Sentencing Commission Guidelines Manual. Increasing numbers of United States-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.

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

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 goods sold. 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 profitability.

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 sales and profits. 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 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, or 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 (e.g., 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.

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 source plasma to manufacture RI-002. Therefore, we are reliant on purchasing normal source plasma to manufacture RI-002. We can give no assurances that normal source plasma will be available to us on commercially reasonable terms or at all. 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 goods. 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 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 operates its current or future plasma centers, by the entry of competitive plasma centers into regions where ADMA operates such centers, by misjudging the demographic potential of individual regions where ADMA 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 on 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 depend 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 reimbursement. 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 United States, where pricing levels for our products are substantially established by third-party payors, including Medicare, if payors 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 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 also introduced a biosimilar pathway that will permit companies to obtain FDA approval of generic versions of existing biologics based upon reduced documentation and data requirements deemed sufficient to demonstrate safety and efficacy than are required for the pioneer biologics. The new law provides that a biosimilar application may be submitted as soon as 4 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. With the likely introduction of biosimilars in the United States, we expect in the future to face greater competition from biosimilar products, including a possible increase in patent challenges. The FDA has reported meeting with sponsors who are interested in developing biosimilar products, and is developing regulations to implement the abbreviated regulatory review pathway.

The implementation of the healthcare reform law in the United States may adversely affect our business.

Through the March 2010 adoption of the healthcare reform law in the United States, substantial changes are being made to the current system for paying for healthcare in the United States, 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 that may cover the cost of our future products, including Medicaid, Medicare Parts B and D, and these efforts could have a materially adverse impact on our future financial prospects and performance. For example, with respect to Medicaid, 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 United States 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 this 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, or AMP, or the AMP less Best Price, whichever is greater. Effective January 1, 2010, the healthcare reform law generally increases the size of the Medicaid rebates paid by manufacturers for single source and innovator multiple source (brand name) drug product from a minimum of 15.1% to a minimum of 23.1% of the AMP, subject to certain exceptions, for example, for certain clotting factors, the increase is limited to a minimum of 17.1% of the AMP. 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 United States 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 United States 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. Future changes to the healthcare reform law in the United States could potentially exacerbate some or all of these risk and introduce additional risks to 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 United States. As a result of loss of jobs, patients may lose medical insurance and be unable to purchase supply 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. While to date we cannot directly trace any material reduction in demand to the recession, if economic conditions do not improve, the impact may become material.

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

We are a late-stage company with a history of operating losses that are expected to continue and we are unable to predict the extent of future losses, whether we will generate significant revenues or whether we will achieve or sustain profitability.

We are a late stage company and our prospects must be considered in light of the uncertainties, risks, expenses and difficulties frequently encountered by similarly situated companies. We have generated net losses in all periods since

our inception in June 2004, including losses of approximately $19.5 million and $18.0 million for the years ended December 31, 2016 and 2015, respectively. We have an accumulated deficit of $106.9 million since inception. We expect to make substantial expenditures and incur increasing operating costs in the future and our accumulated deficit will increase significantly as we expand commercial development, infrastructure, manufacturing and inventory planned requirements and clinical trial activities for our product candidates. Our losses have had, and are expected to continue to have, an adverse impact on our working capital, total assets and stockholders' equity. Because of the risks and uncertainties associated with product development, we are unable to predict the extent of any future losses, whether we will ever generate significant revenues or if we will ever achieve or sustain profitability.

Although our financial statements have been prepared on a going-concern basis, we must raise additional capital during the second half of 2017 to fund our operations in order to continue as a going concern.

CohnReznick LLP, our independent registered public accounting firm for the fiscal year ended December 31, 2016, has included an explanatory paragraph in their opinion that accompanies our audited consolidated financial statements as of and for the year ended December 31, 2016, indicating that our current liquidity position raises 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 licensing partners. 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, may 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 in our company.

Assuming the Transaction is not consummated, we anticipate that our principal sources of liquidity will only be sufficient to fund our activities as currently conducted and financial obligations into the second half of 2017. In order to have sufficient cash to fund our operations thereafter, we will need to raise additional equity or debt capital by the end of the second half of 2017 in order to continue as a going concern, and we cannot provide any assurance that we will be successful in doing so. This time frame may change based upon the timing of our commercial manufacturing scale up activities and the timing of the closing of the Transaction. If our assumptions underlying our estimated expenses prove to be wrong, we may have to raise additional capital sooner than the second half of 2017. These assumptions may also change based upon the timing of the completion of the Transaction, anticipated during the first half of 2017, of which funds received from Biotest at the closing of the Transaction are expected to be sufficient to fund operations into the first quarter of 2018.

While we expect that, if the Transaction is consummated, our cash and cash equivalents will be sufficient to fund the combined company into the first quarter of 2018, we may need to obtain additional capital to fund our operations. Failure to obtain this necessary capital when needed may force us to delay, limit or terminate our product development efforts or other operations.

Assuming the consummation of the Transaction, we expect that our cash and cash equivalents will be sufficient to fund the operations of the combined company into the first quarter of 2018. However, this estimate is based on a number of assumptions that may prove to be wrong, and changing circumstances beyond our control may cause capital to be consumed more rapidly than currently anticipated. As a result, the operating plan of the combined company may change due to factors currently unknown to us, and we may need to seek additional funds sooner than planned, through public or private financings. Additional funding may not be available to us on acceptable terms or at all. In addition, the terms of any financing may adversely affect the holdings or the rights of our stockholders. In addition, the issuance of additional shares by us, or the possibility of such issuance, may cause the market price of our common stock to decline.

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. During the years ended December 31, 2016 and 2015, we incurred research and development expenses of approximately $7.7 million and $7.0 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. We anticipate that, based upon our projected revenue and expenditures, our current cash and cash equivalents, short term investments will be sufficient to fund our operations, as currently conducted, into the second half of 2017. This time frame may change based upon the timing of the closing of the Transaction, and how aggressively we execute on our operational initiatives. If our assumptions underlying our estimated expenses prove to be wrong, we may have to raise additional capital sooner than the second half of 2017. These assumptions may also change based upon the timing of the completion of the Transaction, anticipated during the first half of 2017, of which funds received from Biotest at the closing of the Transaction are expected to be sufficient to fund operations into the first quarter of 2018. We have based this estimate, however, on assumptions that may prove to be wrong, and we could spend our available financial resources much faster than we currently expect. Until such time, if ever, as we can generate a sufficient amount of product revenue and achieve profitability, we expect to seek to finance future cash needs through equity or debt financings or corporate collaboration and licensing arrangements. If we are unable to raise additional capital, we will have to delay, curtail or eliminate our product development, including conducting clinical trials for our product candidates and purchasing clinical trial materials from our suppliers, as well as future commercialization efforts.

Our loan and security agreement with Oxford Finance LLC ("Oxford") is subject to acceleration in specified circumstances, which may result in Oxford taking possession and disposing of any collateral. We became obligated to begin making payments of principal and interest on February 1, 2017.

On June 19, 2015, we entered into a Loan and Security Agreement, or LSA, with Oxford for up to $21.0 million and refinanced our existing loan with Hercules Technology Growth Capital, Inc. ("Hercules"). The first tranche of $16.0 million from the Oxford loan was primarily used to repay our existing facility with Hercules. In May 2016, we amended the LSA with Oxford and we borrowed an additional $4.0 million, bringing the total principal amount borrowed to $20.0 million. The LSA bears interest at a rate per annum equal to the greater of (i) 7.80% and (ii) the sum of (a) the three month U.S. LIBOR rate (as reported in The Wall Street Journal) on the date occurring on the last business day of the month that immediately precedes the month in which the interest will accrue, plus (b) 7.54% on the outstanding principal balance. We became obligated to begin to repay the principal over 36 months beginning February 1, 2017, unless accelerated as a result of certain events of default. A final payment equal to 8.95% of the funded loan amount is due at the earlier of loan maturity or prepayment. In addition, a facility fee of $105,000 was paid at closing. In the event we elect to prepay the loan, we are obligated to pay a prepayment charge corresponding to a percentage of the principal amount of the loan, with such percentage being: (i) for a prepayment made on or after the funding date of the applicable term loan through and including the first anniversary of its funding date, an amount equal to 3.00% of the principal amount of the term loan prepaid; (ii) for a prepayment made after the first anniversary of the funding date of the applicable term loan through and including the second anniversary of such funding date, an amount equal to 2.00% of the principal amount of such term loan prepaid; and (iii) for a prepayment of a term loan made after the second anniversary of its funding date and prior to its maturity date, an amount equal to 1.00% of the principal amount of the term loan prepaid. The loan matures no later than January 1, 2020. The loan is secured by our assets, except for our intellectual property (which is subject to a negative pledge). Events of default under the agreement include, but are not limited to: (i) insolvency, liquidation, bankruptcy or similar events; (ii) failure to pay any debts due under the LSA or other loan documents on a timely basis; (iii) failure to observe any covenant or secured obligation under the LSA or other loan documents, which failure, in most cases, is not cured within 10 days of written notice by lender; (iv) occurrence of any default under any other agreement between us and the lender, which is not cured within 10 days; (v) occurrence of an event that could reasonably be expected to have a material adverse effect; (vi) material misrepresentations; (vii) occurrence of any default under any other agreement involving indebtedness or the occurrence of a default under any agreement that could reasonably be expected to have a material adverse effect; and (viii) certain money judgments are entered against us or a certain portion of its assets are attached or seized. Remedies for events of default include acceleration of amounts owing under the LSA and Oxford taking immediate possession of, and selling, any collateral securing the loan.

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 restrict our operations, including limitations on our ability to incur liens or additional debt, pay dividends, redeem our stock, make certain investments and engage in certain merger, consolidation or asset sale transactions, among other restrictions. 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, or FDIC, insurance limit. While we monitor daily the cash balances in the operating accounts 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 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 and related rules, or SOX, 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, or the Exchange Act, we have been required to upgrade, and may need to implement further upgrades to our systems, including information technology, implement additional financial and management controls, reporting systems and procedures and hire additional accounting and finance staff.

ADMA intends to apply its own internal control framework, including its information technology, financial and management controls, reporting systems and procedures and accounting and finance staff to the BPC Therapy Business Unit. However, there can be no assurance that we will maintain adequate internal control over financial reporting in the future. Any failure to implement controls or other difficulties encountered in the future could cause investors to lose confidence in the reliability of our financial statements, which could negatively impact our business, financial condition, results of operations and cash flows.

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, 2016, we had reported federal and state NOLs of $87.8 million and $75.2 million, respectively. The $87.8 million and $75.2 million in federal and state NOLs, respectively, will begin to expire at various dates beginning in 2027. 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 to offset future taxable income. In particular, Section 382 of the Internal Revenue Code imposes limitations on a company’s ability to use NOLs upon certain changes in ownership. ADMA’s past issuances of stock and mergers and acquisitions have resulted in ownership changes within the meaning of Section 382. As a result, the utilization of portions of its net operating losses may be subject to annual limitations. We expect that the consummation of the Transaction will result in an ownership change within the meaning of Section 382, which will result in additional material limitations on our ability to utilize NOLs. As a result of such limitations, we expect that we will not fully utilize our existing NOLs before they expire. We may experience ownership changes in the future as a result of subsequent shifts 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.

If we cease to be a "smaller reporting company" in the future, we will be required to obtain an auditor's attestation on the effectiveness of our internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act of 2002. Complying with this requirement will increase our accounting costs, and any delay or difficulty in satisfying this requirement could adversely affect our future results of operations and our stock price.

As a smaller reporting company, we are exempt from Section 404(b) of the Sarbanes-Oxley Act of 2002, which requires an independent registered public accounting firm to test the internal control over financial reporting of public companies, and to report on the effectiveness of such controls. If our status as a smaller reporting company changes, we may be required to comply with this auditor attestation requirement. We expect that compliance with this requirement would increase our financial compliance costs and make our audit process more time consuming and costly.

Risks Related to our Common Stock

Existing ADMA stockholders will have a diluted ownership and voting interest after the Transaction, will exercise less influence over management of the combined company and may have conflicting interests with Biotest and its affiliates.

Pursuant to the terms of the Purchase Agreement, it is anticipated that we will issue shares of our common stock to Biotest stockholders representing approximately 50% less one share of the outstanding shares of capital stock of the combined company as of immediately following completion of the Transaction. Accordingly, the issuance of shares of our common stock (representing 25% of our common stock and additional shares of our non-voting common stock representing the balance of such 50% less one share issuance) to Biotest in connection with the Transaction will reduce significantly the relative voting power of each share of our common stock held by our current stockholders. Consequently, our stockholders as a group will have significantly less influence over the management and policies of the combined company after the completion of the Transaction than prior to completion of the Transaction.

ADMA is issuing capital stock in the Transaction equal to fifty percent (50%), less one share, of the issued and outstanding ADMA capital stock (calculated as of immediately following the closing of the Transaction and on a post-closing issuance basis), consisting of (x) 4,295,580 shares of ADMA common stock representing twenty-five percent (25%) of the issued and outstanding common stock of ADMA and (y) 8,591,160 shares of ADMA non-voting common stock representing the balance of the Biotest Equity Interest, which is convertible into common stock of ADMA upon the occurrence of certain specified events as further described in "The Charter Proposal." As a result, existing ADMA stockholders will own in the aggregate a significantly smaller percentage of the combined company than they currently own. Immediately after the effective time of the Transaction, ADMA's current stockholders will own approximately 50.01% of the capital stock and approximately 75% of the common stock of the combined company. This dilution will decrease the ability of our current stockholders to influence the election of directors and other matters. In addition, our current stockholders will experience dilution in their interest in our earnings per share.

In addition, the standstill provisions in the Stockholders Agreement restricting Biotest from engaging in certain actions with respect to ADMA and its common stock will terminate early (subject to certain exceptions) upon occurrence of certain events, including if any "person" (as such term is defined in the Stockholders Agreement) or "group" (as such term is defined in Section 13(d)(3) of the Exchange Act) (other than Biotest and its affiliates) acquires equity interests of ADMA equal to 20% or more of the outstanding capital stock of ADMA.

As consideration for the Transaction, Biotest will also receive certain nomination rights with respect to our Board (including the right to nominate a director and a Board observer, and, under certain circumstances, a second director). In addition, during the standstill period, (a) in the event of the death or permanent disability of Adam Grossman, Biotest will have the right to nominate three qualified candidates as the replacement CEO of ADMA and the Board

will appoint one of such three candidates as the new CEO of ADMA, and (b) Biotest will have a similar right to nominate candidates as a successor CEO to the initial replacement CEO.

As a result of the foregoing, Biotest will exercise significant influence over our management and policies, and our existing stockholders will have less influence over the management and policies of the combined company than they currently exercise over the management and policies of ADMA. Moreover, Biotest and/or its affiliate will become a creditor of ADMA in connection with the Transaction and, in such capacity, may have interests which conflict with other stockholders. We also cannot anticipate any future effects that the proposed acquisition by Creat Group Corporation may have on Biotest. The foregoing factors may result in a material adverse effect on ADMA and its stockholders.

The market price of our common stock may be volatile after the consummation of the Transaction and may fluctuate in a way that is disproportionate to our operating performance.

The market price of our common stock following the consummation of the Transaction may vary significantly from their prices on the date the Purchase Agreement was executed, the date of this proxy statement, or the date on which our stockholders vote on the Transaction. Such volatility may result in substantial losses for our stockholders.

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

- the closing and consummation, or failure thereof, of the Transaction;
- sales or potential sales of substantial amounts of our common stock;
- delay or failure in initiating or completing preclinical or clinical trials or unsatisfactory results of these trials;
- delay in FDA approval for RI-002;
- the timing of acceptance, reimbursement and sales of RI-002;
- announcements about us or about our competitors, including clinical trial results, regulatory approvals or new product introductions;
- developments concerning our licensors or product manufacturers;
- 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.

The market price of our common stock following the Transaction may decline as a result of the Transaction.

The market price of our common stock may decline as a result of the Transaction for a number of reasons, including if:

- investors react negatively to the prospects of the combined organization's business and prospects from the Transaction;
- third parties may seek to terminate and/or renegotiate their relationships with us as a result of the Transaction, whether pursuant to the terms of their existing agreements with us or otherwise;
- the effect of the Transaction on the combined organization's business and prospects is not consistent with the expectations of financial or industry analysts; or
-

the combined organization does not achieve the perceived benefits of the Transaction as rapidly or to the extent anticipated by financial or industry analysts.

Upon closing and consummation of the Transaction, Biotest or other stockholders will be a significant stockholder. Future sales, or the perception of future sales, of our common stock by Biotest may negatively impact our stock price and impair our ability to raise capital in the future.

Upon consummation of the Transaction, the Biotest stockholders will receive newly issued shares of ADMA capital stock representing an economic interest equal to 50% of the outstanding ADMA capital stock, less one share. Also, we will be entering into a Registration Rights Agreement with the Biotest stockholders in connection with the closing of the Transaction. If the Biotest stockholders sell, or the market perceives that the Biotest stockholders intend to sell, a substantial portion of their interest in ADMA in the public market, the market price of our common stock could decline significantly. Although the shares held by the Biotest stockholders will be subject to lock-up periods and contractual volume limitations on resales pursuant to the Stockholders Agreement, such lock-up periods will expire six-months after the closing of the Transaction.

Any sales of substantial amounts of our common stock in the public market, including sales or distributions of shares by Biotest or its affiliate(s), or the perception that such sales or distributions might occur, could harm the market price of our common stock and could impair our ability to raise capital through the sale of additional equity 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.

Our affiliates control the majority of our shares of common stock. Provisions in our certificate of incorporation, our by-laws 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.

Provisions of our certificate of incorporation, our by-laws 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. Prior to the consummation of the Transaction, our directors and executive officers and their affiliates beneficially owned approximately 51% of the outstanding shares of our common stock. Following the consummation of the Transaction, our directors and executive officers and their affiliates will beneficially own 25.5% of the outstanding shares of our common stock. 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; and the ability of the Board to designate the terms of and issue new series of preferred stock without stockholder approval, which could include the right to approve an acquisition or other change in our control or could be used to institute a rights plan, also known as a poison pill, that would work to dilute the stock ownership of a potential hostile acquirer, likely preventing acquisitions that have not been approved by the Board; and
- classification of the 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.

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 forgoing 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.

If we fail to adhere to the listing requirements of NASDAQ, we may be subject to delisting. As a result, our stock price may decline and our common stock may be delisted. If our common stock were no longer listed on NASDAQ, the liquidity of the trading market for our common stock would be impaired.

Our common stock currently trades on the NASDAQ Capital Market under the symbol “ADMA.” If we fail to adhere to NASDAQ's listing criteria, including with respect to stock price, our market capitalization and stockholders’ equity, our common stock may be delisted. This would impair the liquidity of the trading market for our common stock. Although we currently satisfy the listing criteria for NASDAQ, if our stock price declines dramatically, we could be at risk of falling below NASDAQ continuing listing criteria.

We are an “emerging growth company,” and elect to comply with reduced public company reporting requirements applicable to emerging growth companies, which could make our common stock less attractive to investors.

We are an “emerging growth company,” as defined by 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 may, under Section 7(a)(2)(B) of the Securities Act, delay adoption of new or revised accounting standards applicable to public companies until such standards would otherwise apply to private companies. We may continue to take advantage of this extended transition period until the first to occur of the date that we (i) are no longer an “emerging growth company” or (ii) affirmatively and irrevocably opt out of this extended transition period.

We could be an emerging growth company until December 31, 2018, which is the last day of the fiscal year following the fifth anniversary of the first sale of our common equity securities pursuant to an effective registration statement under the Securities Act. However, if certain events occur prior to the end of such five-year period, including if we become a “large accelerated filer,” our annual gross revenues exceed $1 billion or we issue more than $1 billion of non-convertible debt in any three-year period, we would cease to be an emerging growth company prior to the end of such five-year period.

We have elected to take advantage of the benefits of this extended transition period. Our financial statements may therefore not be comparable to those of companies that comply with such new or revised accounting standards. Until the date that we are no longer an “emerging growth company” or affirmatively and irrevocably opt out of the exemption provided by Securities Act Section 7(a)(2)(B), upon issuance of a new or revised accounting standard that applies to our financial statements and that has a different effective date for public and private companies, we will disclose the date on which adoption is required for non-emerging growth companies and the date on which we will adopt the recently issued accounting standard. As an emerging growth company, we are also exempt from the requirement to have our independent auditors provide an attestation report on our internal control over financial reporting.

We cannot predict if investors will find our common stock less attractive as a result of our reliance on these exemptions. If some investors find our common stock less attractive as a result of any choice we make to reduce

disclosure, there may be a less active trading market for our common stock and our stock price may be more volatile.

Ownership of our common stock on a post-Transaction basis will be highly concentrated, and it may prevent our stockholders from influencing significant corporate decisions and may result in conflicts of interest that could cause the combined company's stock price to decline.

Upon completion of the Transaction, Biotest, together with current members of the Board, are expected to beneficially own or control a majority of our Company. On a post-Transaction basis, Biotest will own 12,886,740 shares of our common stock, consisting of 4,295,580 voting shares of our common stock and 8,591,160 nonvoting shares of our common stock, representing 50% less one share of our capital stock outstanding, and the current members of the Board will own 5,991,740 voting shares of our common stock. Accordingly, these directors, executive officers and their affiliates and stockholders, acting individually or as a group, will have substantial influence over the outcome of a corporate action of the combined company requiring stockholder approval, including the election of directors, any merger, consolidation or sale of all or substantially all of the combined company's assets or any other significant corporate transaction. These stockholders also may exert influence in delaying or preventing a change in control of the combined company, even if such change in control would benefit the other stockholders of the combined company. In addition, the significant concentration of stock ownership may affect adversely the market value of the combined company's common stock due to investors' perception that conflicts of interest may exist or arise.

The limited market and low trading volume of our common stock, together with the significant ownership position of Biotest following consummation of the Transaction, could have adverse effects on the combined company or cause a change of control of the combined company to be less likely without the support of Biotest.

Because of the limited market and generally low volume of trading in the Company's common stock, the market price of the common stock could be more likely to be affected by broad market fluctuations, general market conditions, fluctuations in our operating results, changes in the market's perception of our business, and announcements made by the Company, its competitors or parties with whom the Company has business relationships. If Biotest were to sell substantial amounts of the Company's common stock, if permitted to do so under agreements with the Company and applicable law following the consummation of the Transaction, or investors perceive that these sales could occur, the market price of the Company's common stock could be adversely affected. The lack of liquidity in the Company's common stock may also make it difficult for us to issue additional securities for financing or other purposes, or to otherwise arrange for any financing we may need in the future. Finally, we may experience other adverse effects, including, without limitation, the loss of confidence in us by current and prospective suppliers, customers, employees and others with whom we have or may seek to initiate business relationships.

Such limited liquidity in our common stock together with Biotest's significant ownership interest in our Company following consummation of the Transaction, representation on our Board, and other rights pursuant to the Stockholders Agreement following the completion of the Transaction, may make a change of control of the combined company less likely without the support of Biotest. This influence of Biotest may also have the effect of discouraging offers to acquire the Company or the opportunity to receive a control premium in connection therewith because any such consummation would likely require the consent of Biotest.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

We make forward-looking statements in this proxy statement. These forward-looking statements relate to outlooks or expectations for earnings, revenues, expenses or other future financial or business performance, strategies or expectations, or the impact of legal or regulatory matters on business, results of operations or financial condition. Specifically, forward-looking statements may include statements relating to (among other things):

- the structure, timing and completion of the Transaction;
- the capitalization, liquidity, resources and ownership structure of the combined company;
- the nature, strategy and focus of the combined company;
- the safety, efficacy and projected development timeline and commercial potential of any product candidates;
- the expected benefits and potential value created by the Transaction;
- future economic conditions or performance;
- management and governance structure of the combined company;
- approval and closing of the Transaction;
- voting by ADMA's stockholders in connection with matters relating to the Transaction; and
- our belief and assumptions underlying any of the foregoing.

These statements relate to future events and involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. Factors that may cause actual results to differ materially from current expectations include, among other things, those listed under "Risk Factors" beginning on page 17 and elsewhere in this proxy statement and the risk factors disclosed in our fiscal 2016 Annual Report on Form 10-K.

Any forward-looking statement included or incorporated by reference in this proxy statement reflects our current views with respect to future events and is subject to these and other risks, uncertainties and assumptions relating 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. Except as required by law, we assume no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future.

This proxy statement contains and/or incorporates by reference estimates, projections and other information concerning our industry, our business and the markets for certain drugs, including data regarding the estimated size of those markets, their projected growth rates and the incidence of certain medical conditions. Information that is based on estimates, forecasts, projections or similar methodologies is inherently subject to uncertainties, and actual events or circumstances may differ materially from events and circumstances reflected in this information. Unless otherwise expressly stated, we obtained this industry, business, market and other data from reports, research surveys, studies and similar data prepared by third parties, industry, medical and general publications, government data and similar sources. In some cases, we do not expressly refer to the sources from which this data is derived. In that regard, when

we refer to one or more sources of this type of data in any paragraph, you should assume that other data of this type appearing in the same paragraph is derived from the same sources, unless otherwise expressly stated or the context otherwise requires.

Additional factors that could cause actual results to differ materially from those expressed in the forward-looking statements are discussed in reports filed with the SEC by ADMA. See “Where You Can Find Additional Information” beginning on page 139.

INFORMATION ABOUT THE PARTIES TO THE TRANSACTION

ADMA Biologics, Inc. ("ADMA," "we," "us," "our" or the "Company") is a late-stage biopharmaceutical company that develops, manufactures, and intends to market specialty plasma-based biologics for the treatment and prevention 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. 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 U.S. Food and Drug Administration (the "FDA"). ADMA operates two source plasma collection facilities located in Norcross and Marietta, Georgia, which facilities provide us with a portion of our plasma requirements. These facilities are licensed by the FDA and certain foreign regulators. Our lead product candidate, RI-002, is intended for the treatment of Primary Immune Deficiency Disease ("PIDD"), and has completed a pivotal Phase III clinical study. In the third quarter of 2015, we submitted and the FDA accepted for review, a Biologics License Application ("BLA"), for RI-002 for the treatment of PIDD. RI-002 is enriched with standardized high levels of naturally occurring polyclonal antibodies as well as high levels of antibodies targeted to Respiratory Syncytial Virus ("RSV"). ADMA's common stock is listed on the NASDAQ Capital Market, under our trading symbol "ADMA". ADMA's principal executive office is located at 465 State Route 17 South, Ramsey, NJ, 07446 and its telephone number is (201) 478-5552.

Biotest Pharmaceuticals Corporation ("Seller") is a U.S. subsidiary of Biotest AG ("Biotest"), a German-based global provider of plasma protein therapies worldwide. Seller researches and manufactures biotherapeutic products with a specialization in immunology and hematology. Seller employs approximately 900 people. Seller operates a state-of-the-art manufacturing facility in Boca Raton, Florida (the "Boca Facility"), where it manufactures two proprietary immune globulin products, Nabi-HB® and BIVIGAM®, as well as performs contract manufacturing services for certain third parties. Seller has in its pipeline hepatitis C immune globulin. Seller is also one of the top global providers of source and specialty plasma. It owns and operates a number of plasmapheresis (and plasma collection) centers in the United States. Seller's principal executive office is located at 5800 Park of Commerce Blvd., N.W., Boca Raton, FL 33487. On April 7, 2017, Biotest and Creat Group Corporation, a Chinese investment group that invests in the plasma industry, entered into a Business Combination Agreement under which Creat has agreed to make a voluntary public takeover offer for all outstanding publicly-traded ordinary and preference shares of Biotest.

UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

The unaudited pro forma combined financial statements presented below are derived from the historical financial statements of the Company and the BPC Therapy Business Unit, adjusted to give effect to the Transaction. To produce the pro forma financial information, the Company used the purchase method of accounting and allocated the purchase price using its best estimates. The unaudited pro forma combined financial statements should be read in conjunction with the accompanying notes and the respective historical financial information from which it was derived, including:

- The historical financial statements and the accompanying notes of the Company as of and for the years ended December 31, 2016 and 2015, included in the Company's Annual Report on Form 10-K for the year ended December 31, 2016, incorporated by reference herein.

- The historical carve-out financial statements and the accompanying notes of the BPC Therapy Business Unit as of and for the years ended December 31, 2016 and 2015, included elsewhere in this proxy statement.

The unaudited pro forma combined balance sheet as of December 31, 2016 gives effect to the Transaction as if it had occurred on December 31, 2016. The unaudited pro forma combined statements of operations for the year ended December 31, 2016 gives effect to the Transaction as if it had occurred on January 1, 2016.

The pro forma adjustments are preliminary and have been made solely for informational purposes. The actual results reported by the Company in periods following the Transaction may differ significantly from that reflected in these unaudited pro forma combined financial statements for a number of reasons, including but not limited to cost savings from operating efficiencies, synergies, and the impact of the incremental costs incurred in integrating the BPC Therapy Business Unit. As a result, the pro forma combined financial statements are not intended to represent and does not purport to be indicative of what the combined financial condition or results of operations of the Company and the BPC Therapy Business Unit would have been had the Transaction been completed on the applicable dates. In addition, the pro forma combined financial statements do not purport to project the future financial condition and results of operations of the Company or the BPC Therapy Business Unit. In the opinion of management, all necessary adjustments to the unaudited pro forma financial information have been made.

The pro forma combined financial statements are based on various assumptions, including assumptions relating to the consideration paid and the allocation thereof to the assets acquired and liabilities assumed from the BPC Therapy Business Unit. The pro forma assumptions and adjustments are described in the accompanying notes presented on the following pages. Pro forma adjustments are those that are directly attributable to the Transaction, are factually supportable and, with respect to the unaudited pro forma combined statements of operations, are expected to have a continuing impact on the consolidated results. The final consideration paid and the allocation thereof may differ from that reflected in the pro forma combined financial statements after final valuation procedures are concluded and estimates are refined. The unaudited pro forma combined financial statements do not reflect any cost savings from operating efficiencies or synergies that could result from the Transaction or any potential reorganization and restructuring expenses.

ADMA BIOLOGICS, INC. AND THE BPC THERAPY BUSINESS UNIT
UNAUDITED PRO FORMA COMBINED STATEMENT OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 2016

	ADMA Biologics, Inc.	The BPC Therapy Business Unit	Pro Forma Adjustments	Footnote Reference	Pro Forma ADMA Biologics, Inc.
Statement of Operations Data:					
REVENUES:					
Product revenue	$ 10,518,203	$ 76,505,037	$ (460,000)	A1	$ 86,563,240
License and other revenue	142,834	-	-		142,834
Total Revenues	10,661,037	76,505,037	(460,000)		86,706,074
COST OF GOODS SOLD					
Total Cost of Goods Sold	6,360,761	106,944,127	1,482,846	A2	114,787,734
GROSS MARGIN	4,300,276	(30,439,090)	(1,942,846)		(28,081,660)
OPERATING EXPENSES:					
Research and development	7,688,238	5,414,784	(460,000)	A1	12,643,022
Plasma centers	5,447,691	-	-		5,447,691
Amortization of intangibles	-	-	1,430,614	A3	1,430,614
General and administrative	8,494,742	28,237,172	(1,900,000)	A4	34,831,914
TOTAL OPERATING EXPENSES	21,630,671	33,651,956	(929,386)		54,353,241
LOSS FROM OPERATIONS	(17,330,395)	(64,091,046)	(1,013,460)		(82,434,901)
OTHER INCOME (EXPENSE):					
Interest income	50,317	7,447	-		57,764
Interest expense	(2,239,569)	(157,176)	900,000	A16	(3,296,745)
Other income	4,496	7,445	-		11,941
OTHER EXPENSE, NET	(2,184,756)	(142,284)	900,000		(3,227,040)
LOSS BEFORE INCOME TAXES	(19,515,151)	(64,233,330)	(1,913,460)		(85,661,941)
Provision for income taxes	-	(20,575)	-		(20,575)
NET LOSS	$ (19,515,151)	$ (64,253,905)	$ (1,913,460)		$ (85,682,516)
NET LOSS PER COMMON SHARE, Basic and Diluted	$ (1.61)				$ (3.42)
WEIGHTED AVERAGE SHARES OUTSTANDING, Basic and Diluted	12,153,407				25,040,147

See Notes to Unaudited Pro Forma Combined Financial Statements.

ADMA BIOLOGICS, INC. AND THE BPC THERAPY BUSINESS UNIT
UNAUDITED PRO FORMA COMBINED BALANCE SHEET AS OF DECEMBER 31, 2016

	ADMA Biologics, Inc.	The BPC Therapy Business Unit	Pro Forma Adjustments	Footnote Reference	Pro Forma ADMA Biologics, Inc.
ASSETS					
Current Assets:					
Cash and Cash Equivalents	$ 9,914,867	$ -	$ 27,500,000	A5	$ 37,414,867
Short-Term Investments	5,390,184	-	-		5,390,184
Accounts Receivable	1,018,027	26,042,226	(26,042,226)	A6	1,018,027
Inventories	5,020,146	21,674,325	(10,840,992)	A7	15,853,479
Prepaid Expenses and Other Current Assets	313,914	2,122,035	(2,122,035)	A8	313,914
Total Current Assets	21,657,138	49,838,586	(11,505,253)		59,990,471
Property and Equipment at Cost, Net	2,000,784	20,911,334	7,462,682	A9	30,374,800
Other Assets:					
Intangible Assets, net	-	127,876	20,090,817	A10	20,218,693
Long-term Deposits	-	506,178	(506,178)	A11	-
Deposits	27,163	-	-		27,163
Assets to be transferred to BPCTU (LHI Plasma Centers)	-	-	1,907,817	A12	1,907,817
Total Other Assets	27,163	634,054	21,492,456		22,153,673
TOTAL ASSETS	$ 23,685,085	$ 71,383,974	$ 17,449,885		$ 112,518,944
LIABILITIES AND STOCKHOLDERS' (DEFICIENCY) EQUITY					
Current Liabilities:					
Accounts Payable	$ 2,564,681	$ 16,677,500	$ (16,677,500)	A13	$ 2,564,681
Accrued Expenses	2,385,356	4,221,994	(1,536,994)	A17	5,070,356
Provisions	-	17,500,000	(17,500,000)	A14	-
Current Portion of Note Payable	6,111,111	-	-		6,111,111
Current Portion of Deferred Revenue	145,154	-	-		145,154
Current Portion of Leasehold Improvement Loan	16,559	-	-		16,559
Total Current Liabilities	11,222,861	38,399,494	(35,714,494)		13,907,861
Notes Payable, Net of Debt Discount	12,321,640	-	-		12,321,640
End of Term Liability, Notes Payable	1,790,000	-	-		1,790,000
Deferred Revenue	2,690,033	-	-		2,690,033
Deferred Rent Liability	98,116	-	-		98,116

Leasehold Improvement Loan	19,697	-	-	19,697

Other Liabilities	-	67,970	(67,970)	A15	-
BPCTU Debt	-	-	15,000,000	A16	15,000,000
Purchase Price Payable on January 1, 2019 (2 Plasma Centers)	-	-	12,621,844		12,621,844
TOTAL LIABILITIES	28,142,347	38,467,464	(8,160,620)		58,449,191
COMMITMENTS AND CONTINGENCIES					
STOCKHOLDERS' (DEFICIENCY) EQUITY					
Common Stock $0.0001 par value	1,289	-	1,289		2,578
Additional Paid-In Capital	102,476,267	-	61,210,726		163,686,993
Accumulated Deficit	(106,934,818)	-	(2,685,000)		(109,619,818)
Net Invested Equity	-	32,916,510	(32,916,510)		-
TOTAL STOCKHOLDERS' (DEFICIENCY) EQUITY	(4,457,262)	32,916,510	25,610,505		54,069,753
TOTAL LIABILITIES AND STOCKHOLDERS' (DEFICIENCY) EQUITY	$23,685,085	$71,383,974	$17,449,885		$112,518,944

See Notes to Unaudited Pro Forma Combined Financial Statements.

NOTES TO UNAUDITED, PRO FORMA COMBINED FINANCIAL STATEMENTS

The following unaudited pro forma combined financial information describes the pro forma effect of our acquisition of the BPC Therapy Business Unit on our balance sheet and statement of operations as of and for the year ended December 31, 2016. Our unaudited, pro forma combined financial statements reflect the elimination of all intercompany balances between us and the BPC Therapy Business Unit.

(1) ACQUISITION OF CERTAIN ASSETS FROM BIOTEST

On January 21, 2017, the Company and its wholly-owned subsidiary, ADMA BioManufacturing, LLC, a Delaware limited liability company ("Buyer"), entered into a definitive Master Purchase and Sale Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") with Seller, and for certain limited purposes set forth in the Purchase Agreement, Biotest AG ("Biotest") and Biotest US Corporation, a Delaware corporation and subsidiary of Biotest (together with Biotest, the "Biotest Guarantors"), pursuant to which Buyer has agreed to acquire certain assets and assume certain liabilities constituting the therapy business of Seller (the "BPC Therapy Business Unit"). We refer to the foregoing transactions and the other transactions contemplated by the Purchase Agreement collectively in this proxy statement as the "Transaction."

The BPC Therapy Business Unit has two FDA-approved marketed biopharmaceutical products, Nabi-HB® ("Nabi-HB®") and Bivigam® ("Bivigam®"). These products are manufactured at the BPC Therapy Business Unit's plasma fractionation facility located in Boca Raton, Florida (the "Boca Facility"). The facility is FDA-licensed and certified by the German Health Authorities. In addition to Nabi-HB® and Bivigam®, the facility also provides contract manufacturing for certain clients, including the sale of intermediate by-products to Biotest. 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 HBs-AG-positive persons and household exposure to persons with acute hepatitis B virus infection. Bivigam® is an Immune Globulin Intravenous (Human), 10% Liquid, indicated for the treatment of primary humoral immunodeficiency. In December 2016, the BPC Therapy Business Unit temporarily suspended the commercial production of Bivigam® in order to focus on the completion of planned improvements to the process.

Sale of the BPC Therapy Business Unit

Pursuant to the Purchase Agreement, Seller agreed to sell certain assets of the BPC Therapy Business Unit to ADMA in exchange for an equity interest in ADMA equal to 50% less one share of the issued and outstanding ADMA capital stock immediately following the closing of the transaction, which consists of 4,295,580 common voting shares and 8,591,160 non-voting common shares. Seller will provide funding to ADMA at closing in the form of $12.5 million in cash and a $15.0 million unsecured loan. The term of the loan will be five years with 6% interest. The $15.0 million principal will be due at the end of the five year term. Furthermore Seller will provide a firm equity commitment to invest an additional $12.5 million in future equity financings of ADMA.

Included in the assets to be sold at closing are Nabi-HB®, Bivigam®, Seller's contract manufacturing agreements, the Boca Facility, as well as its investigational product Civacir. The acquisition also will include most of Seller's corporate shared services group assets (other than accounts receivable) and Seller's Boca Raton, Florida headquarters and real properties (other than a parcel of undeveloped land). Seller will retain all accounts receivable, all raw material plasma or intermediate inventories, its plasma centers and all related plasma center assets, and both center and corporate employees that directly support the plasma centers. If inventories the BPC Therapy Business Unit sold at closing are less than $5.0 million, a cash payment will be made to ADMA for the difference.

The Purchase Agreement also provides that, at the closing of the transaction, Seller and ADMA will enter into the following agreements: (i) a Transition Services Agreement pursuant to which each of Seller and ADMA agree to provide transition services to the other party, including services related to finance, human resources, information technologies, and clinical and regulatory for a period of up to 24 months after closing; as well as agreements to lease certain laboratory space within the Boca Facility to Seller for a period of up to 24 months after closing, and (ii) a Plasma Supply Agreement pursuant to which, Seller will supply hyperimmune plasma to ADMA for the manufacture of Nabi-HB®.

On January 1, 2019, as consideration for all of the above, ADMA will deliver to Seller two of ADMA's plasma centers in Georgia for no additional consideration.

The Purchase Agreement may be terminated by either ADMA or Seller if the closing has not occurred by September 30, 2017, or upon the occurrence of certain specified events. In addition, if the Purchase Agreement is terminated because of a determination by ADMA's board of directors to accept an acquisition proposal that is a "Superior Transaction" as defined in the Purchase Agreement, then ADMA has agreed to pay Seller a termination fee of $2.5 million. If the Purchase Agreement is terminated because ADMA's stockholders do not approve the transaction, (a) ADMA must pay Seller its reasonable expenses incurred in connection with the Purchase Agreement (up to a maximum amount of $2.5 million). The closing is subject to certain closing conditions, including, but not limited to, ADMA stockholder approval of the transaction, consents, if required, to the assignment of specified material contracts, the expiration of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if applicable, and certain other specified conditions.

(2) PURCHASE PRICE ALLOCATION

Preliminary Purchase Consideration:

Issuance of common stock (voting and non-voting) 12,886,740 shares at $4.75 per share	$ 61,212,015
Transfer of two FDA, GHA and MFDS licensed plasma collection centers	12,621,844
Estimated preliminary purchase price	$ 73,833,859

The fair value of the Company's common stock was calculated using the Company's closing Nasdaq Capital Markets quoted price of $4.75 as of February 27, 2017. Upon closing of the transaction, fair value will be based upon the quoted price on the date of closing.

Preliminary Purchase Consideration Allocation:

The following table summarizes the allocation of the preliminary purchase consideration to the assets acquired and liabilities assumed on December 31, 2016 based on their preliminary estimated fair values:

Cash	$12,500,000
Inventory	10,833,333
Land and building	19,189,000
Equipment	11,092,833
Intangible rights to Nabi-HB®	6,538,419
Intangible rights to intermediate sales	2,460,673
Intangible rights to contract manufacturing agreement	1,015,207
Total value received from BPC Therapy Unit	63,629,465
Goodwill	10,204,394
Estimated preliminary purchase price	$73,833,859

The preliminary purchase price was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values at the date of acquisition. The excess of the purchase price over the estimated fair value of the assets acquired and liabilities assumed amounted to $10,204,393, which was allocated to goodwill. We expect that substantially all of the amount allocated to goodwill will not be deductible for tax purposes.

The allocation of the estimated purchase price is preliminary because the proposed purchase has not yet been completed. The purchase price allocation will remain preliminary until ADMA's management determines the fair value of assets acquired and liabilities assumed. The final determination of the purchase price allocation is anticipated to be completed as soon as practicable after the completion of the transactions and will be based on the fair value of assets acquired and liabilities assumed as of the closing date. The final amounts allocated to assets acquired and liabilities assumed could differ significantly from the amounts presented in the unaudited pro forma combined financial statements.

(3) PRO FORMA ADJUSTMENTS

I. Unaudited Pro Forma Combined Statements of Operations of ADMA Biologics, Inc.

(A1) To record the elimination of certain manufacturing services provided by the BPC Therapy Business Unit to ADMA during the year ended December 31, 2016.

(A2) To record depreciation of building and equipment related to the manufacturing of the BPC Therapy Business Unit based upon purchase price allocation.

(A3) To record annual amortization of the intangible rights to Nabi-HB®, intermediate sales and contract manufacturing provided to third parties over a period of seven years.

(A4) To reduce expenses for transaction costs primarily attributed to legal, financial, due diligence consulting.

II. Unaudited Pro Forma Combined Balance Sheets of ADMA Biologics, Inc.

(A5) To record $12,500,000 of capital contribution and $15,000,000 of a note payable provided by Seller upon the closing of the transaction.

(A6) To eliminate Seller's accounts receivable in accordance with the Purchase Agreement.

(A7) To adjust the inventory balance to account for $5,000,000 of finished goods and consumable inventory with a step up valuation of $5,833,333.

(A8) To eliminate Seller's prepaid expenses and other current assets in accordance with the Purchase Agreement.

(A9) To record the value of land and building appraised at $19,189,000 and equipment estimated value of $11,092,833. Also, reclass assets to be transferred to Seller on January 1, 2019, the leasehold improvements of ADMA Biologics two FDA, GHA, MFDS licensed plasma collection centers of $1,907,817.

(A10)

To record the intangible value rights to Nabi-HB® of $6,538,419, the intangible rights of intermediate sales of $2,460,673, the intangible rights of contract manufacturing agreement with a third party of $1,015,207, and the goodwill assigned as part of this transaction’s purchase price of $10,204,394.

(A11) To eliminate Seller's long-term deposits in accordance with the Purchase Agreement.

(A12) To record the value of the leasehold improvement assets of the two FDA, GHA, MFDS licensed plasma collection centers to be transferred to Seller on January 1, 2019.

(A13) To eliminate Seller's accounts payable in accordance with the Purchase Agreement.

(A14) To eliminate Seller's contract termination provisions in accordance with the Purchase Agreement.

(A15) To eliminate Seller's other liabilities in accordance with the Purchase Agreement.

(A16) To record the $15,000,000 note payable to Seller as part of the payment received by ADMA upon the closing of the transaction. Such note is payable in full five years from the date of the receipt of funds, with interest payments of 6% payable semi-annually in arrears in accordance with the Purchase Agreement.

(A17) To eliminate Seller's accrued expenses and to record $2,685,000 of transactions costs to be incurred and not accrued as of December 31, 2016.

THE TRANSACTION

The discussion in this proxy statement of the Transaction and the principal terms of the Purchase Agreement is subject to, and is qualified in its entirety by reference to, the Purchase Agreement. The full text of the Purchase Agreement is attached hereto as Annex A, and is incorporated into this proxy statement by reference.

Background of the Transaction

As part of ADMA's ongoing corporate development and commitment to enhancing shareholder value, the Board, along with ADMA management, regularly reviews ADMA's long-term goals and strategic objectives. During September 2015, in connection with such ongoing review, ADMA engaged Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to serve as legal counsel to ADMA. Paul, Weiss provided the Board in early October 2015 with a presentation detailing the Board's corporate governance and fiduciary duties under Delaware law, including the Board's fiduciary duties with respect to any potential transactions and other strategic alternatives that the Board might consider pursuing on behalf of ADMA. During the fourth quarter of 2015, the ADMA Board and management along with the assistance of Paul Weiss and the Company's other strategic advisors continued to explore and consider different strategic alternatives to try and enhance shareholder value.

Pursuant to existing agreements between ADMA and BPC, BPC has manufactured certain of ADMA's investigational product candidates, including ADMA's lead product candidate, RI-002, at BPC's Boca Facility, and as a result of this arrangement, ADMA provides regular updates to BPC regarding developments related to RI-002 and BPC similarly provides ADMA with updates regarding BPC's manufacturing operations and regulatory status at the Boca Facility. The parties also regularly discuss ADMA's plans to procure raw material inventory and drug substance manufacturing from BPC and the cost structure for BPC's manufacturing of RI-002 at the Boca Facility. Additionally, the parties regularly discuss quality assurance and regulatory affairs and various other opportunities for collaboration between ADMA and BPC related to RI-002, including the FDA approval process and RI-002's future commercialization. In connection with such scheduled update meetings, on February 10, 2016, Adam Grossman, ADMA's Chief Executive Officer, Brian Lenz, ADMA's Chief Financial Officer, and James Mond, ADMA's Chief Medical and Scientific Officer, were extended an invitation to visit various senior members of Biotest AG's management team in Germany, including Bernhard Ehmer, Biotest's Chief Executive Officer, Michael Ramroth, Biotest's Chief Financial Officer, Martin Reinecke, Biotest's Senior Vice President of Plasma Alliances and Protein Supply, in order to continue to discuss general collaboration and pricing between ADMA and Biotest. At the end of such meeting, Mr. Ehmer informed ADMA management that Biotest AG management was interested in exploring the divestiture of the BPC Therapy Business Unit to ADMA. No further deal terms were discussed at such meeting.

Shortly following the February 10, 2016 meeting, Messrs. Grossman and Lenz provided the Board with an update on their meetings with Biotest AG management, including the proposal by Biotest of the sale to ADMA of the BPC Therapy Business Unit. The Board instructed ADMA management to explore such a possible transaction further and conduct preliminary due diligence so that the Board could assess a potential Transaction. Messrs. Grossman and Lenz subsequently met with a number of potential financial advisors along with ADMA's outside corporate legal counsel, Dentons LLP ("Dentons"), and Paul Weiss to discuss the possibility of acquiring the BPC Therapy Business Unit as well as alternative strategic options.

On March 10, 2016, Messrs. Grossman and Lenz again met with Biotest management in Germany to further discuss the potential sale of the BPC Therapy Business Unit to ADMA. At such meeting, the parties discussed entering into a confidentiality agreement with respect to the Transaction as well as the potential high-level deal terms of the Transaction, which the parties agreed should be incorporated into a written non-binding indication of interest (the "LOI") to be prepared with the assistance of the parties' respective legal counsel and financial advisors and presented to their respective board of directors. Upon their return from Germany, Messrs. Grossman and Lenz provided the

ADMA Board with an overview of the meetings in Germany and the Board instructed ADMA management to proceed with the preparation of the confidentiality agreement relating to the Transaction and the non-binding LOI and continuing to conduct due diligence on the BPC Therapy Business Unit assets. Over the course of the next two months, ADMA management, representatives of the ADMA Board and Paul Weiss continued to discuss the deal terms and worked to prepare the LOI, and ADMA management continued their preliminary investigative due diligence of the BPC Therapy Business Unit.

On April 6, 2016, ADMA, Biotest AG and BPC entered into a customary confidential disclosure agreement regarding the Transaction. On April 15, 2016, Messrs. Grossman and Mond held a video conference with representatives of Biotest management to discuss the key business terms of the initial draft LOI. On May 4, 2016, Messrs. Lenz, Ramroth and Reinecke met via video conference to discuss certain other high-level business terms in the initial draft LOI and then, on May 24, 2016, Messrs. Grossman, Lenz, Ehmer, Ramroth and Reinecke met again in Germany to continue the discussions regarding the potential deal terms for the proposed Transaction. Following such meeting, ADMA management provided the ADMA Board with an update of the ongoing discussions and progress on the LOI.

On June 7, 2016, the Board, along with Messrs. Lenz and Mond, met in New York to discuss the proposed deal terms outlined in the draft LOI. At such Board meeting, to allow the Board to continue to evaluate the proposed Transaction and gain an understanding of the due diligence conducted to date and financial requirements of the BPC Therapy Business Unit, Mr. Lenz provided the Board with valuation and financial due diligence considerations for the BPC Therapy Business Unit.

On June 24, 2016, Messrs. Grossman and Lenz, along with representatives from Paul Weiss, met with Biotest management and representatives from Biotest's outside legal counsel, Greenberg Traurig, LLP ("Greenberg"), at Greenberg's office in New York to discuss certain of the key outstanding issues in the draft LOI. Shortly following the June 24 meeting, Mr. Grossman provided the Board with an overview of such meeting and an update on the draft LOI and proposed Transaction, including a report on the due diligence conducted by ADMA to date, and the Board instructed ADMA management to continue with the discussions and negotiations of the LOI and due diligence.

As discussed above in the "Risk Factors" section of this proxy statement and as previously disclosed in ADMA's public filings with the SEC, on July 29, 2016, ADMA received a Complete Response Letter ("CRL") from the FDA in connection with ADMA's application for FDA approval of RI-002. Based on ADMA's receipt of the CRL and the underlying concerns of the FDA outlined therein (which include certain manufacturing issues at the Boca Facility), the Board, along with ADMA management, determined that the terms of the draft LOI as of such time should be revised to reflect certain updated assumptions regarding the BPC Therapy Business Unit, and ADMA management and the ADMA Board engaged in detailed discussions regarding the modifications required for ADMA to be in a position to move forward with the negotiation of the draft LOI and the strategic Transaction.

On August 25, 2016, Messrs. Grossman and Lenz, along with representatives from Paul Weiss (participating by phone), met with Messrs. Ehmer, Ramroth and Reinecke and representatives from Greenberg in Boca Raton, FL to discuss the impact of the CRL and the proposed revisions to the draft LOI and potential Transaction. Following the meeting, a revised draft of the non-binding LOI reflecting the discussions during such meeting was exchanged between the parties and circulated to the respective boards of directors of ADMA and Biotest AG.

On September 9, 2016, the Board held a regularly scheduled meeting, at which representatives of Dentons, Paul Weiss and Messrs. Lenz and Mond participated. The proposed Transaction and draft non-binding LOI were discussed in detail, as well as, among other things, the due diligence conducted to date, the strategic rationale for the proposed Transaction, the proposed structure and terms of the proposed Transaction, the addition of a Biotest representative to the Board following consummation of the proposed Transaction, the potential timeline of the proposed Transaction and potential synergies and benefits of the proposed Transaction. At the meeting, Paul Weiss provided the Board with a presentation on the Board's fiduciary duties and answered questions from the Board. Following discussion, the Board unanimously approved the non-binding LOI, which was executed by the parties promptly thereafter. The Board then also discussed the potential engagement of PJT Partners Inc. ("PJT") and Raymond James Financial ("Raymond James"), along with a list of certain other investment banks, as potential financial advisors in connection with the Transaction.

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On September 22, 2016, Messrs. Grossman and Lenz, along with representatives from Paul Weiss and Raymond James, engaged in a conference call with Mr. Reinecke and Ms. Ileana Carlisle, BPC's Chief Executive Officer, along with representatives from Greenberg and Credit Suisse (financial advisor to Biotest), to discuss the proposed timeline for the confirmatory due diligence process in connection with the Transaction.

On September 28, 2016, Messrs. Lenz and Mond met with the Board in New York, where the Board was provided with an update from ADMA management on the status of the proposed Transaction, including the due diligence process, as well as a projected timeline for the proposed Transaction and completion of confirmatory due diligence.

From October 5 through October 7, 2016, Messrs. Adam Grossman, Jerrold Grossman, Lenz, Elms and Goldstein met with representatives from various investment banks, including Raymond James and PJT Partners, to discuss each advisor's M&A capabilities in the pharmaceutical and biotechnology industries, a high level overview of the potential Transaction as contemplated by the non-binding LOI and each investment bank's projected timeline and fee structure for an advisory process and fairness opinion in connection with the Transaction.

On October 14, 2016, ADMA's management provided the Board with an update on the status of the potential Transaction and confirmatory due diligence and the Board also discussed the engagement of one or more financial advisory firms ADMA in connection with the proposed Transaction to provide a fairness opinion and to assist with the negotiation and diligence of financial aspects of the Transaction. The Board determined to engage Raymond James given the firm's prior expertise in the industry and their experience working with ADMA on its previous financings. The Board also determined to continue to consider other financial advisory firms.

On October 20, 2016, the executive management teams of both ADMA and BPC met in Orlando, FL to discuss the status and next steps for the proposed Transaction. Following these discussions, on October 21, 2016, ADMA provided Biotest, BPC and certain of their outside advisors with access to a secure online data room that contained certain confirmatory and confidential information and documentation related to ADMA's business.

On October 27, 2016, the ADMA Board met and was provided with an update on the progress of the proposed Transaction as well as a proposed timeline for completing the confirmatory due diligence process, negotiating and finalizing definitive Transaction documentation and signing and closing the proposed Transaction. At such Board meeting, the ADMA Board also discussed the engagement of a second financial advisor.

On October 31, 2016, ADMA management, along with representatives from Paul Weiss and Raymond James, held a conference call with Mr. Reinecke and Ms. Carlisle, along with representatives from Greenberg and Credit Suisse (financial advisor to Biotest). The parties discussed the status and timeline for the Transaction and later that day, Biotest made its secure online data room available to ADMA and its advisors, and over the course of the next several weeks, ADMA and its external advisors and consultants continued to conduct detailed confirmatory due diligence on the BPC Therapy Business Unit, including by reviewing materials made available in BPC's data room.

At a regularly scheduled Board meeting on November 10, 2016, the Board, along with Messrs. Lenz and Mond, discussed the engagement of PJT Partners to provide financial advisory services in connection with the proposed Transaction. After the Board discussed the M&A capabilities and transaction experience of PJT in the pharmaceutical and biotechnology industries, the Board approved the engagement of PJT, with the understanding that PJT would provide general strategic advice and financial advisory services, while Raymond James would provide a fairness opinion in connection with the proposed Transaction. Additionally, ADMA management provided the Board with a general status update on the proposed Transaction and due diligence conducted to date.

On November 17, 2016, Messrs. Grossman and Lenz met with members of the Biotest management team and representatives from Credit Suisse in Newark, NJ. During this meeting, the Biotest team and Credit Suisse responded to questions from Messrs. Grossman and Lenz related to ADMA's ongoing business due diligence and ADMA management responded to questions from Biotest management pertaining to ADMA's potential future plans for the combined business.

On November 18, 2016, Messrs. Grossman, Lenz and Mond, along with representatives from Paul Weiss, PJT Partners and Raymond James met with Messrs. Ehmer, Ramroth, Reinecke, and Georg Floß, Biotest's Chief Operations Officer, and Ms. Carlisle and Olga Arnold, BPC's Vice President, Finance, along with representatives from Greenberg and Credit Suisse in Newark, NJ for a presentation by ADMA management regarding ADMA's business and operations. The parties also provided updates on their respective due diligence processes in connection with the Transaction as well as developments in their respective business operations.

An initial draft of the Purchase Agreement was provided by Greenberg to ADMA and Paul Weiss on November 7, 2016. Over the course of the following two months, drafts of the Purchase Agreement and other Transaction documents were exchanged between representatives and advisors of ADMA, Biotest and BPC, and the parties continued to negotiate the terms of the proposed Transaction. ADMA management provided regular telephonic updates to the Board on the status of such negotiations and the ongoing due diligence process in connection with the Transaction, including on November 22, 2016, at an in-person Board meeting, during which ADMA management provided the Board with an update on the environmental, regulatory, quality assurance, financial and other audits conducted by ADMA and its advisors on the BPC Therapy Business Unit and the Boca Facility. ADMA management also provided the Board with an overview of certain material and other issues in the draft Purchase Agreement and related transaction documents.

On December 8, 2016, the Board held a special meeting and ADMA management provided the Board with an update on the due diligence process to date, along with key issues identified by ADMA's various internal teams and outside advisors and consultants.

On December 14, 2016, the Board met again and ADMA management provided the Board with an update on the due diligence process to date, the negotiations of the Purchase Agreement and other terms of the Transaction, as well as an overall update on the timeline and next steps for the Transaction. Additionally, Mr. Grossman presented to the Board a summary of the topics to be discussed at the upcoming meeting with the Biotest AG management team in Germany and responded to questions raised by members of the Board.

On December 15, 2016, representatives of ADMA management met with representatives of Biotest AG management in Germany. The parties continued to negotiate the outstanding topics in the Purchase Agreement and discussed amending certain of the initial deal terms of the non-binding LOI to reflect developments in the operations of the BPC Therapy Business Unit that occurred after the execution of the non-binding LOI primarily related to the manufacture of BIVIGAM®. At the conclusion of this meeting, the parties agreed to revise the Purchase Agreement to reflect the updated negotiations, and to conclude their respective due diligence processes over the course of the next few weeks. ADMA management provided the ADMA Board with an overview of the December 15 meetings and revised business terms of the proposed Transaction and the Board instructed ADMA management to continue negotiations in order to move the Transaction forward.

On December 20 and December 21, 2016, Messrs. Grossman and Lenz, along with representatives from Paul Weiss and PJT Partners, met with Messrs. Ramroth and Reinecke from Biotest AG and Mmes. Carlisle and Arnold from BPC, along with representatives from Greenberg and Credit Suisse, at Paul Weiss' offices in New York. The parties engaged in negotiations with respect to several of the outstanding open issues in the draft Purchase Agreement. Throughout the two-day, in-person meetings, Mr. Grossman periodically updated members of the Board by telephone

regarding the status and results of the negotiations.

On December 22, 2016, at a special meeting of the ADMA Board, ADMA management, along with representatives from Paul Weiss, provided the Board with an update on the proposed deal terms resulting from ADMA's negotiations with Biotest on the draft Purchase Agreement at the recent meetings between the parties and the Board was also provided with an update on the confirmatory due diligence of the BPC Therapy Business Unit. Shortly thereafter Messrs. Grossman and Ehmer engaged in a telephone call to discuss an updated transaction timeline, and the process for agreeing on the open items in the Purchase Agreement in order to move toward signing.

Over the course of the next week, ADMA management coordinated with Paul Weiss, PJT Partners and ADMA's other advisors on the due diligence process as well as on the open issues to be finalized in the Purchase Agreement. At a special Board meeting on December 28, 2016, Messrs. Grossman and Lenz provided the Board with an update on the status of ADMA's investigative and confirmatory due diligence process, as well as the negotiation of the Purchase Agreement and related agreements. The Board instructed ADMA management to continue to finalize the Purchase Agreement with Biotest and Seller.

Negotiations regarding the draft binding Purchase Agreement continued over the course of the year-end holiday, and on January 5, 2017, at a special Board meeting, representatives from Paul Weiss provided a summary of the updated deal terms of the proposed Transaction and also provided the Board with a presentation on the Board's fiduciary duties and answered questions from the Board. PJT Partners provided the Board with its analysis of the financials and comparable precedent transactions in the pharmaceutical and biotechnology industries, and responded to questions from the Board on such analysis, and representatives from Raymond James addressed questions on their views as to the fairness of the consideration in the Transaction, from a financial point of view, to ADMA. Additionally, Mr. Grossman provided the Board with an update on the overall deal process and due diligence conducted to date by ADMA and its advisors and consultants.

On January 6, 2017, Messrs. Grossman and Ehmer engaged in a telephone call to discuss several of the open items in the Purchase Agreement. Over the course of the next week, ADMA and its advisors completed their confirmatory due diligence and participated in negotiations with Biotest and its advisors regarding the Purchase Agreement, each party's disclosure schedules and ancillary Transaction documents.

On January 17, 2017, at a special meeting of the Board, Messrs. Lenz and Mond, along with representatives from Paul Weiss, Dentons, PJT Partners, Raymond James and CohnReznick LLP (ADMA's independent registered accounting firm), were provided an update from Messrs. Grossman and Elms on the due diligence site visit to the Boca Facility and Mr. Grossman explained to the Board that ADMA management and outside advisors were in the process of negotiating with ADMA's senior debt lender (Oxford Finance LLC) to obtain its consent to proceed with the proposed Transaction. Over the course of the following four days the parties continued to finalize the Purchase Agreement and other ancillary Transaction documents for signing.

The Board held a telephonic meeting on the afternoon of January 20, 2017 to further consider the proposed Transaction and related Transaction agreements. At the invitation of the Board, ADMA management and representatives of ADMA's legal and financial advisors participated in the meeting. Paul Weiss provided the Board with a presentation detailing the Board's corporate governance duties under Delaware Law in connection with its approval of the proposed Transaction, including the Board's fiduciary duties and the standards of review that could be applied in connection with the Board's approval of the Transaction. Following the presentation on Delaware Law and the fiduciary duties of the Board, representatives from Paul Weiss presented the Board with a detailed review of the material terms and conditions of the proposed Transaction, including the Transaction consideration, representations and warranties, interim operating covenants and other covenants and agreements of the parties, conditions, indemnification obligations, termination rights and information on the purchased assets and assumed liabilities and excluded assets and excluded liabilities. The ADMA Board instructed ADMA Management and ADMA's advisors to resolve the remaining open issues and finalize the Purchase Agreement and related Transaction documents.

On the morning of January 21, 2017, Mr. Grossman informed the Board that the parties were in agreement on the Purchase Agreement and other Transaction Documents and that ADMA's senior debt lender had provided its consent to proceed with the proposed Transaction, and a Board meeting was promptly scheduled for that afternoon. At the request of the Board, representatives from Paul Weiss provided the Board with an update summary of its fiduciary duties and corporate governance responsibilities and the terms of the proposed Transaction. At the request of the Board, representatives from Raymond James reviewed and discussed its financial analyses of the proposed

Transaction and the consideration to be paid as part of the proposed Transaction. Raymond James then verbally rendered its fairness opinion to the Board, which was subsequently confirmed in writing that, as of the date of Raymond James' opinion, and subject to the various assumptions made, procedures followed, matters considered, limitations of the review undertaken, qualifications contained and other matters set forth in Raymond James' written opinion, the consideration to be paid by ADMA in the proposed Transaction, was fair, from a financial point of view, to ADMA. The Board thereafter unanimously approved the Purchase Agreement and the proposed Transaction with Biotest and BPC, as well as the public announcement of the Transaction on the morning of January 23, 2017, before the opening of trading of ADMA common stock on the NASDAQ Capital Market.

Following the Board meeting on January 21, 2017, the parties executed and delivered the Purchase Agreement and related Transaction agreements. Before the opening of trading of ADMA common stock on the NASDAQ Capital Market on January 23, 2017, ADMA issued a press release announcing the execution and delivery of the Purchase Agreement and material Transaction terms and held an investor conference call. Later that day, ADMA filed a Current Report on Form 8-K disclosing the proposed Transaction.

ADMA's Reasons for the Transaction

At a meeting held on January 21, 2017, the Board unanimously (i) determined that it was advisable, expedient and in the best interests of ADMA, its stockholders and Buyer that ADMA and Buyer each enter into the Purchase Agreement and consummate the Transaction, (ii) approved the Purchase Agreement, the ancillary documents related thereto and the Transaction contemplated thereby, (iii) determined that it was advisable and in the best interests of ADMA and ADMA's stockholders to amend and restate the Certificate of Incorporation of the Company, as amended and currently in effect, in the form of the Charter, (iv) approved the Charter, (v) directed that the Purchase Agreement and the Transaction and adoption of the Charter be submitted to ADMA's stockholders for their consideration at a duly called meeting of ADMA's stockholders and (vi) recommended that ADMA's stockholders vote in favor of the approval of the Purchase Agreement and the Transaction and the adoption of the Charter.

In making these determinations, the Board consulted with the Company's management and legal and financial advisors and, in reaching its decision, the Board considered a variety of factors in respect of the Transaction, including the following (not necessarily in order of relative importance):

- the Board's knowledge of the Company's business, assets, financial condition, results of operations and prospects (as well as the risks involved in achieving those prospects), the nature of the Company's business and the industry and regulatory environment in which the Company operates and competes and the market for ADMA common stock;
- the historical market prices of ADMA common stock and recent trading activity;
- that the combined company would be a fully vertically integrated commercial plasma company;
- management believes that a combination of the ADMA business with the BPC Therapy Business Unit and aconsolidation of operations would improve the margins on RI-002 for ADMA and the profitability of the therapy assets of the BPC Therapy Business Unit and afford significant synergies and financial benefits to both organizations and to ADMA's stockholders. Management believes the Transaction would allow ADMA to achieve these synergies and financial benefits as ADMA continues executing on its mission by leveraging a fully-integrated platform and control of product development;
- that the combined company would have the ability to control all aspects of RI-002 manufacturing, regulatory affairs and business operations;

- ADMA's lead product candidate, RI-002, is a unique, patented and novel immune globulin, which has successfully completed and met the endpoints in a pivotal Phase III clinical trial in patients with Primary Immune Deficiency Disease ("PIDD"). Data describing the safety, efficacy and product composition of RI-002, which has been presented at various medical conferences and published in peer-reviewed journals, was included in ADMA's Biologics License Application ("BLA"), which was submitted to the FDA in July 2015. In management's view, the data are excellent and demonstrates the potential life-changing and life-saving attributes management believes ADMA's product could provide for patients if approved. ADMA's application for approval was met with a Complete Response Letter ("CRL") in July 2016 that identified deficiencies and inspection issues related to certain of its third-party contract manufacturers, including Seller, and requested documentation of corrections for a number of those issues. RI-002 is manufactured in the Boca Facility that ADMA would acquire from Seller in connection with the Transaction. In working with Seller on addressing these outstanding inspection issues over the past several months, it has become apparent to ADMA that it would be advantageous for it to have the ability to control all aspects of RI-002 drug substance manufacturing, regulatory affairs and business operations. Management believes such control would provide the most appropriate and expeditious pathway for ADMA to obtain FDA approval for RI-002 as well as to remediate the FDA Warning Letter at the Boca Facility. Because ADMA would become a fully vertically integrated commercial plasma company, it would no longer be heavily reliant on third-party vendors, and, as such, ADMA would benefit from enhanced development, regulatory, and operational efficiencies. If the closing of the Transaction occurs, ADMA will have the opportunity to work directly with the FDA in order to resolve the outstanding issues related to the Boca Facility, with the objective of receiving regulatory approval for RI-002 in the most expeditious manner possible;

- that the combined company would own all commercial rights to two new plasma-derived products with growth potential;

- as a result of the Transaction, the combined company would own all commercial rights to Nabi-HB® (Hepatitis B Immune Globulin) and BIVIGAM® (Immune Globulin Intravenous, Human). Nabi-HB® is a proven, hyperimmune globulin treatment that has been successfully used for over fourteen years to protect against Hepatitis B infection among newly exposed individuals. The product is manufactured from plasma obtained from vaccinated donors with high titers of human antibodies to Hepatitis B surface antigen (anti-HBs), and has been shown clinically to provide enhanced immunity to people recently exposed to the Hepatitis B virus (HBV). BIVIGAM® is a human plasma-derived intravenous immune globulin, 10% liquid indicated for the treatment of patients with PIDD. The product contains a wide spectrum of polyclonal antibodies against endemic pathogens, and has demonstrated protection against serious infections in patients with PIDD. With the experience of ADMA's management team and Board in the plasma products space, management believes that the combined company is ideally positioned to maximize the commercial potential of these products;

- the Company's need for liquidity in order to continue as a going concern;

- although ADMA's financial statements have been prepared on a going concern basis, ADMA must raise additional capital during the second half of 2017 to fund ADMA's operations in order to continue as a going concern. CohnReznick LLP, ADMA's independent registered public accounting firm for the fiscal year ended December 31, 2016, has included an explanatory paragraph in their opinion that accompanies ADMA's audited consolidated financial statements as of and for the year ended December 31, 2016, indicating that ADMA's current liquidity position raises substantial doubt about ADMA's ability to continue as a going concern. If ADMA is unable to improve ADMA's liquidity position, ADMA may not be able to continue as a going concern. In connection with the Transaction, ADMA would receive a total of $40,000,000 in committed funding from Biotest entities. This funding is expected to extend ADMA's cash runway into the first quarter of 2018;

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the Company's current research and development platform and the platform it would gain in connection with the Transaction;

- management believes that the combined company, with the combination of the Purchased Assets and ADMA's innovative immune globulin-related intellectual property portfolio, creates a platform which should provide ADMA with an expedited and less costly pathway for exploring additional hyperimmune and immunoglobulin product candidates, as well as other potential plasma-derived product opportunities;

- the value and form of the Transaction consideration to be paid by the Company in the Transaction, taking into account:

- the oral opinion of Raymond James rendered on January 21, 2017, which opinion was subsequently confirmed in a written opinion to the Board of Directors to the effect that, as of that date and based upon and subject to the qualifications, limitations and assumptions stated in its written opinion, the Transaction consideration to be paid by ADMAin the Transaction was fair, from a financial point of view, to ADMA, and the financial analyses related thereto and prepared by Raymond James and described under "The Transaction—"Opinion of Raymond James & Associates, Inc., Financial Advisor to ADMA" beginning on page 77;

- that the Transaction is not subject to any financing contingency; and

- the terms and conditions of the Purchase Agreement including those under "The Transaction—Description of the Purchase Agreement".

The Board of Directors also considered a number of uncertainties and risks in its deliberations concerning the Transaction and the other transactions contemplated by the Purchase Agreement, including the following (not necessarily in order of relative importance):

- the fact that, while the Transaction is expected to be completed, there is no assurance that all conditions to the parties' obligations to complete the Transaction will be satisfied or waived, and, as a result, it is possible that the Transaction might not be completed even if it is approved by the holders of shares of ADMA common stock;

- that the covenants, limitations and restrictions imposed in the Purchase Agreement on the conduct by the Company of its business prior to completion of the Transaction could have negative effects on the Company, including:

- restrictions on the conduct of the Company's business prior to the consummation of the Transaction, including the requirement that the Company conduct its business in the ordinary course, subject to specific limitations, which may delay or prevent the Company from undertaking business opportunities that may arise before the completion of the Transaction and that, absent the Purchase Agreement, the Company might have pursued;

- restrictions on the ability of the Company to pursue certain acquisitions without the prior consent of Seller, which could delay or prevent the Company from undertaking business opportunities that may arise or certain other action the Company might otherwise take with respect to the operations of the Company pending completion of the Transaction; and

- the negative impact that may result on the Company's ability to retain and, if necessary, attract key employees, particularly while the Purchase Agreement is pending;

- that certain provisions of the Purchase Agreement could have the effect of discouraging third parties from submitting competing acquisition proposals involving the Company, including (a) the restrictions on the Company's ability to solicit proposals for alternative transactions involving the Company and (b) Seller's match right, as further described in "The Transaction—Description of the Purchase Agreement—No Solicitation; Buyer Acquisition Proposal";

- the risk that the Transaction could be delayed or not completed due to the failure of the Company or Seller to satisfy the conditions to the Transaction, including the failure of the holders of shares of ADMA common stock to approve the Transaction;

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- the potential adverse effect on the Company's business and the market price of ADMA common stock due to the risk that the Transaction may not be completed on the expected timetable, or at all;

- the significant costs involved in connection with entering into the Purchase Agreement and completing the Transaction, and the substantial time and effort of ADMA's management required to complete the Transaction, which may disrupt ADMA's business operations;

- that, under certain circumstances, the Company may be required to pay Seller a termination fee in an amount equal to $2,500,000, or reimburse Seller for expenses up to a maximum of $2,500,000, and the effect such payments may have on a potential buyer considering a competing proposal to acquire the Company;

- the risks, costs and disruptions to the Company's operations if the Transaction is not completed, including the diversion of management and employee attention, potential employee attrition, and the potential effect on the Company's business and its vendor relationships; and

- other risks and uncertainties in the Company's filings with the SEC, including the risks set forth in "Risk Factors" and the risks set forth in "Item 1A. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2016 (filed with the SEC on February 24, 2017), See "Where Stockholders Can Find More Information" for further information.

The foregoing discussion of the information and factors considered by the Board of Directors is not intended to be exhaustive but, the Company believes, includes all material factors considered by the Board of Directors. In view of the wide variety of factors considered and the complexity of these matters, the Board of Directors found it impracticable to, and did not, quantify or otherwise attempt to assign relative weight to each of the specific factors considered in reaching its determination. Rather, the Board of Directors based its judgment on the total mix of information available to it regarding the overall effect of the Transaction on the Company's stockholders compared to the overall effect of any alternative transaction. Accordingly, the judgments of individual directors may have been influenced to a greater or lesser degree by their individual views with respect to different factors.

In reaching the determination described above, the Board of Directors adopted unanimous resolutions, among other things:

- approving the Transaction as contemplated under the Purchase Agreement;

- declaring it advisable and in the best interests of the Company and the Company's stockholders that the Company enter into, execute and deliver the Purchase Agreement; and

- resolving that the Purchase Agreement and Transaction be submitted to the Company's stockholders for adoption at an annual or special meeting of the Company's stockholders held for such purpose, and recommending to the Company's stockholders that they vote in favor of adoption of the Purchase Agreement, the Transaction and the Charter Prroposal at the annual or special meeting of the Company's stockholders.

Description of the Purchase Agreement

On January 21, 2017, the Company and its wholly-owned subsidiary, ADMA BioManufacturing, LLC, a Delaware limited liability company ("Buyer"), entered into a definitive Master Purchase and Sale Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") with Biotest Pharmaceuticals Corporation, a Delaware corporation ("Seller"), and for certain limited purposes set forth in the Purchase Agreement, Biotest AG, a company organized under the laws of Germany and the ultimate parent company

of Seller (“Biotest”), and Biotest US Corporation, a Delaware corporation and subsidiary of Biotest (together with Biotest, the “Biotest Guarantors”), pursuant to which Buyer has agreed to acquire certain assets and assume certain liabilities constituting the therapy business of Seller (the “BPC Therapy Business Unit”). We refer to the foregoing transactions and the other transactions contemplated by the Purchase Agreement collectively in this proxy statement as the “Transaction.”.

Transaction Structure

Purchased Assets: Buyer will acquire (a) a U.S.-based Food and Drug Administration (FDA)-licensed immune globulin manufacturing and plasma products production facility consisting of two buildings of approximately 126,000 square feet located on approximately 15 acres of land in Boca Raton, Florida (the "Boca Facility"), and the associated real property (other than certain vacant and undeveloped land further described in "Excluded Assets" below), (b) the exclusive rights to biologics products Nabi-HB® and BIVIGAM® and the investigational product CIVACIR®, (c) in-process inventory with an agreed-upon value of at least $5 million (the "Included Inventory"), (d) certain other properties and assets used exclusively in the BPC Therapy Business Unit, and (e) certain additional assets that relate to both the BPC Therapy Business Unit and Seller's plasma business, the arrangement with respect to which will be documented in a transition services agreement to be mutually agreed by the parties prior to the closing of the Transaction (each, a "Purchased Asset" and, collectively, the "Purchased Assets").

Assumed Liabilities: Buyer will assume certain liabilities of Seller related to the BPC Therapy Business Unit, including (without limitation) related to (a) product liabilities, breach of warranty, or similar claims for injury to person or property with respect to the BPC Therapy Business Unit or any product of the BPC Therapy Business Unit, product complaints, product returns, post-market commitments, recalls, adverse event reporting, product deviation reporting, lookbacks, market withdrawals and field corrections, in each case, to the extent such liabilities relate to products manufactured and sold by Buyer after the closing of the Transaction (other than inventory transferred to Buyer at the closing, which will be allocated 50% to Buyer and 50% to Seller if not traceable to acts or omissions of a particular party), and (b) other regulatory matters, whether related to the pre-closing or post-closing period and including any liabilities related to the products of the BPC Therapy Business Unit, the warning letter issued by the FDA to Seller on November 25, 2014 in connection with outstanding issues at the Boca Facility (the "FDA Warning Letter"), noncompliance with applicable laws and legal proceedings related to the foregoing, but excluding such liabilities that arise out of any fraud, willful misconduct or intentional misrepresentation by Seller prior to the closing of the Transaction (each, an "Assumed Liability" and, collectively, the "Assumed Liabilities").

Excluded Assets: Seller will retain (a) all tangible and intangible property and assets exclusively related to the Seller's plasma business, (b) certain specified contracts, including the product distribution agreement with Kedrion Biopharma, Inc. and a termination agreement related thereto, (c) any refund or credit for taxes attributable to any Excluded Liability or Excluded Assets, (d) all cash on hand and accounts receivable as of the closing of the Transaction, (e) all claims to the extent relating to any Excluded Asset or Excluded Liability, (f) all of the Seller's benefit plans and insurance policies, (g) certain Retained Information (as defined in the Purchase Agreement) and books and records and all inventory that is not Included Inventory, (h) all other assets (other than the Purchased Assets) of the Seller not used exclusively in the BPC Therapy Business Unit, (i) certain personnel and specified intellectual property and information technology equipment and systems and such additional assets as are documented in a transition services agreement to be mutually agreed to by the parties prior to the date of the closing of the Transaction, and (j) vacant and undeveloped land consisting of approximately 8.72 acres adjacent to the Boca Facility, which will be subject to (i) restrictions on the development of such land for any purpose that substantially competes with ADMA's business and (ii) a right of first offer in favor of Buyer on customary terms, in each case, until the earlier of (x) the ten-year anniversary of the closing date of the Transaction or (y) the sale of such vacant and undeveloped land to an unaffiliated third party (each, an "Excluded Asset" and, collectively, the "Excluded Assets").

Excluded Liabilities: Seller will retain all liabilities other than Assumed Liabilities, including (a) all liabilities related to the Excluded Assets, (b) all liabilities relating to accounts payable accrued prior to the closing of the Transaction, (c) all liabilities under any Assigned Contract (as defined in the Purchase Agreement) arising out of any breach, default or intentional misconduct by Seller prior to the closing of the Transaction, (d) all liabilities related to Seller Plans (as defined in the Purchase Agreement) and employment matters, (e) all liabilities related to BIVIGAM®, Nabi-HB® and RI-002 to the extent such liabilities relate to such products manufactured and sold by Seller prior to

the closing of the Transaction (provided that any liability with respect to Included Inventory will be split 50/50 by Buyer and Seller unless such liability is traceable to an act or omission of Buyer or Seller in which case such liability shall be allocated 100% to such party), (f) related to certain rebate charges and wholesaler charges, (g) pre-closing tax and pre-closing environmental liabilities, and (h) all liabilities related to CIVACIR to the extent related to products manufactured, evaluated and administered in clinical trials prior to the closing of the Transaction (each, an "Excluded Liability" and, collectively, the "Excluded Liabilities").

Consideration

Stock Consideration: ADMA will issue to Seller an aggregate equity interest in ADMA equal to fifty (50%), less one (1) share, of the issued and outstanding ADMA capital stock (calculated as of immediately following the closing of the Transaction and on a post-closing issuance basis) (the "Biotest Equity Interest"), consisting of (x) 4,295,580 shares of ADMA common stock, which represent twenty-five percent (25%) of the issued and outstanding common stock of ADMA, and (y) representing the balance of the Biotest Equity Interest, 8,591,160 shares of ADMA non-voting common stock, which is convertible into common stock of ADMA upon the occurrence of certain specified events as further described in "The Charter Proposal."

Warrants: ADMA will issue to Seller warrants, if any, to acquire additional shares of capital stock of ADMA equal to the excess, if any, of (a) the number of shares represented by rights, options and warrants issued by ADMA between September 12, 2016 until the closing of the Transaction, over (b) 184,000 shares. Such warrants will be exercisable for shares of non-voting common stock of ADMA, unless at the time of exercise, (x) the Standstill Period (as defined below) has expired or terminated, or (y) Seller owns less than 30% of the total issued and outstanding shares of common stock of ADMA, in which case Seller can receive (i) shares of common stock which, together with Seller's existing shares of common stock, constitute up to 30% of the total issued and outstanding shares of common stock of ADMA and (ii) the balance in non-voting common stock. The strike price of such warrants will be equal to the closing price of ADMA common stock on the closing date of the Transaction.

The securities to be issued in the Transaction will be issued in reliance on the registration exemption contained in Section 4(a)(2) of the Securities Act on the basis that the Transaction did not involve a public offering.

Contractual Right to Purchase Preferred Shares: Until the termination of the Standstill Period, the Biotest stockholders will have the right to purchase their pro rata portion of any new preferred shares that ADMA proposes to issue or sell to any third party.

ADMA Plasma Collection Facilities: Assuming the closing of the Transaction, on January 1, 2019, pursuant to the terms of a separate purchase agreement to be entered into by the parties at the closing of the Transaction, ADMA has agreed to sell, transfer and convey to Seller for no additional consideration, all of its right, title and interest in and to the leases and certain other assets related to the ADMA plasma collection facilities located in Norcross, Georgia and Marietta, Georgia, which assets are subject to a repurchase right in favor of ADMA if within five (5) years after January 1, 2019, the Biotest stockholders and their affiliates own less than 20% of the issued and outstanding capital stock of ADMA, which repurchase right will be exercisable by ADMA within three months of the applicable trigger event. Except for one plasma collection facility that may be developed by ADMA in Kennesaw, Georgia, all plasma collection facilities developed by ADMA after the closing of the Transaction must be at least 20 miles from the two centers to be acquired by Seller.

New Plasma-Based Products: From the closing date of the Transaction until the earlier to occur of (x) the ten-year anniversary of the closing date of the Transaction and (y) such date as Seller and its affiliates own less than 10% of the issued and outstanding capital stock of ADMA, Seller will have a right of first offer to obtain an exclusive license to market and sell in the European Union, North Africa and certain territories in the Middle East any new plasma-based product developed by ADMA or its affiliates after the closing of the Transaction.

Specialty Plasma Supply Agreement: Upon the closing of the Transaction, the parties will also enter into a ten-year plasma supply agreement, pursuant to which (x) Seller will sell to ADMA high-titer Hepatitis B plasma at a specified price (indexed by inflation) and (y) ADMA will purchase from Seller all Hepatitis B plasma necessary to produce Nabi-HB® unless ADMA requires more than a specified amount, in which case ADMA may use alternative sources for the excess quantity.

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Mutual Release: The parties have also agreed to 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 and Seller. The mutual release is effective as of the signing of the Purchase Agreement, and is conditioned on the closing of the Transaction at which time the manufacturing supply and license agreement and master services agreement will terminate and the mutual release will no longer be conditional.

Amendments to other Existing Agreements: In addition, ADMA and Seller will amend (i) the license agreement to market and sell RSV antibody-enriched intravenous immune globulin in certain foreign territories to delete the right previously granted to ADMA to market, sell and distribute Seller's Varicella Zoster Immune Globulin in the U.S. or Canada and (ii) the parties' existing plasma purchase agreement, dated as of November 17, 2011, to extend the term to run until ten years from the closing date of the Transaction.

Prepaid Expenses: Buyer will pay Seller within 12 months of the closing for all reasonable and documented out-of-pocket prepaid expenses and the amount of any credit memoranda or positive balances with vendors under Assigned Contracts (as defined in the Purchase Agreement) as of immediately prior to the closing of the Transaction. The relevant amount will be set forth on a schedule and mutually agreed by the parties prior to the closing of the Transaction. In addition, subject to certain exceptions, Buyer and Seller have agreed to prorate all taxes, rents, business, license or other prepaid fees (including PDUFA fees paid to the FDA) and utility and other charges with respect to Purchased Assets as of the closing of the Transaction. Seller will be responsible for all such expenses and charges allocable to all times up to the closing of the Transaction and Buyer will be responsible for all such expenses and charges allocable to all times after the closing of the Transaction.

Capital Contribution: At the closing of the Transaction, Seller will make a capital contribution to ADMA of $12,500,000 in respect of the Biotest Equity Interest, which capital contribution will immediately be contributed by ADMA to Buyer.

Subordinated Loan: At the closing of the Transaction, Seller will fund a $15,000,000 unsecured subordinated loan to Buyer, which (a) will bear interest at a rate of 6% per annum, payable semiannually in arrears, (b) have a term of five years and (c) will not be subject to any prepayment penalty or other breakage costs. Such loan will be subordinated to ADMA's and Buyer's existing indebtedness as of the signing of the Purchase Agreement (subject to increases in such indebtedness) and any additional indebtedness approved by the Board which is secured only by a mortgage on the owned real property acquired by ADMA in connection with the Transaction. Such loan will rank pari passu with all additional indebtedness approved by the Board that is not secured only by a mortgage on such owned real property and if such additional indebtedness is secured, the loan from the Seller will be secured on a pari passu basis with such additional indebtedness.

Additional Equity Financing(s): At any time after the closing of the Transaction, if ADMA undertakes an underwritten equity financing or a private investment in public equity ("PIPE") offering involving at least one unrelated third party, Biotest and/or the Seller have agreed to participate in all such financings or offerings on a pro rata basis in accordance with the Biotest Equity Interest up to an aggregate amount equal to $12,500,000; provided, that at the time of such financing or offering, no "event of default" exists under the Company's loan agreement with Oxford Finance LLC (or any other definitive loan agreement entered into in connection with the refinancing of the Company's indebtedness under such loan agreement) or would exist thereunder immediately after giving effect to such financing or offering.

Board Nominee(s) and Board Observer: From and after the closing of the Transaction, Seller will have the right to nominate one board member and designate one board observer, in each case in its reasonable discretion, each of whom will be accepted by the Board absent a good faith objection for a reasonable and compelling reason. Seller will retain such rights until such time as Seller (and its affiliates) no longer hold 10% of the issued and outstanding capital stock of ADMA, at which time Seller will cause its director designee to resign. For so long as Seller holds such rights, if (a)

the Board is expanded to nine directors or more or (b) Seller participates in one or more equity financings in which Seller funds to ADMA aggregate gross proceeds of at least $15,000,000, then Seller may nominate a second director to the Board in their reasonable discretion, who will be accepted by the Board absent a good faith objection for a reasonable and compelling reason. ADMA may either procure the resignation of an existing director or increase the size of the board to accommodate the Seller designee(s).

Replacement of CEO: During the Standstill Period, (a) in the event of the death or permanent disability of Adam Grossman, Seller will have the right to nominate three qualified candidates as the replacement CEO of ADMA and the Board will appoint one of such three candidates as the new CEO of ADMA, upon customary terms and conditions for a CEO of a similarly situated company, and (b) Seller will have a similar right to nominate candidates as a successor CEO to the initial replacement CEO. The standstill will not terminate in the event of the death or permanent disability of Adam Grossman provided that ADMA and the Board comply with these procedures. In no event will Seller's failure to nominate qualified candidates or otherwise act in accordance with these procedures result in the termination of the standstill.

Representations and Warranties

The representations, warranties and covenants in the Purchase Agreement were made only for the purpose of the Purchase Agreement and solely for the benefit of the parties to the Purchase Agreement and as of specific dates, in accordance with and subject to the terms of the Purchase Agreement, and the Purchase Agreement is not intended to, and does not, confer upon any person other than the parties thereto any rights or remedies thereunder, including the right to rely upon the representations and warranties set forth therein, except as expressly set forth therein. Such representations, warranties and covenants may have been made for the purposes of allocating contractual risk between the parties to the Purchase Agreement instead of establishing these matters as facts, may or may not have been accurate as of any specific date, and may be subject to important limitations and qualifications (including exceptions thereto set forth in disclosure schedules agreed to by the contracting parties) and may therefore not be complete. The representations, warranties and covenants in the Purchase Agreement may also be subject to standards of materiality applicable to the contracting parties that may differ from those generally applicable to public disclosures to stockholders and reports and documents filed with the SEC. Stockholders should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of ADMA or Seller or their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in ADMA's public disclosures.

Representations and Warranties of the Parties

The Purchase Agreement contains various representations and warranties made by ADMA to Seller, and by Seller to ADMA, in each case that are subject, in some cases, to specified exceptions and qualifications. These representations and warranties in the merger agreement relate to, among other things:

- organization;
- power and authority;
- due authorization;
- enforceability;
- capitalization;
- no conflict;
- no consents required;
- no actions;

- no orders;
- financial statements;

- indebtedness;
- no undisclosed liabilities;
- absence of certain changes;
- taxes;
- contracts;
- customers and suppliers;
- intellectual property;
- title to properties;
- real property;
- employee benefit plans;
- employees;
- insurance;
- compliance with laws;
- environmental matters;
- material permits;
- inventory;
- affiliate transactions; and
- no brokers.

Some of the representations and warranties are qualified as to "materiality" or "Material Adverse Effect." For the purposes of the Purchase Agreement, "Material Adverse Effect" for each respective party means any change, circumstance, development, effect or occurrence that, individually or in the aggregate, has or would reasonably be expected to be materially adverse to (x) the business, condition (financial or otherwise), assets, liabilities, operations or results of operations of such party and its subsidiaries, taken as a whole, or (y) the ability of such party to consummate the Transaction; provided, however, the foregoing clause (x) excludes any change, circumstance, development, effect or occurrence to the extent resulting or arising from:

A. events, circumstances, changes or effects that generally affect the industries in which such party operates (including the pharmaceutical and blood-related products industries),

B. general economic or political conditions in the United States or Germany or events, circumstances, changes or effects affecting the U.S. or German securities markets generally,

C. changes caused by a material worsening of current conditions caused by acts of terrorism or war (whether or not declared) occurring in the United States or Germany after the date hereof,

D. changes arising from the announcement of the Transaction or the announcement of the execution of the Purchase Agreement, the commercial agreements, the equity documents or the other agreements,

E. any change in accounting practices or policies of such party as required by GAAP,

F. any changes in law after the date hereof,

G. any failure to meet any projections, forecasts, guidance, estimates, milestones, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position (provided, that the underlying causes of such failure may, if they are not otherwise excluded from the definition of "Material Adverse Effect," be taken into account in determining whether a Material Adverse Effect has occurred),

H. the Complete Response Letter received by ADMA in July 2016 from the FDA, or

I. the acquisition by Buyer of the Purchased Assets and Assumed Liabilities;

provided, that the matters described in clauses (A), (B), (C), (E) and (F) will be taken into account in determining whether a "Material Adverse Effect" has occurred to the extent any such matter has a disproportionate and adverse impact on the business, condition (financial or otherwise), assets, liabilities, operations or results of operations of such party and its subsidiaries, taken as a whole, relative to other participants in the same business as such party.

Covenants

The Purchase Agreement also contains customary covenants and agreements, including covenants and agreements of: Seller to conduct the BPC Therapy Business Unit in the ordinary course until the Transaction is completed or terminated and to not take certain actions relating to the BPC Therapy Business Unit during the interim period between signing of the Purchase Agreement and closing of the Transaction, without ADMA's prior consent not to be unreasonably withheld, conditioned or delayed; ADMA to conduct its business in the ordinary course until the Transaction is completed or terminated and to not take certain actions relating to the ADMA business during the interim period between signing of the Purchase Agreement and closing of the Transaction, without Seller's prior consent not to be unreasonably withheld, conditioned or delayed; Seller not to compete with ADMA and Buyer in the therapy business as conducted by Seller at the time of the closing of the Transaction for a period of five (5) years following the closing date of the Transaction; Seller and the Biotest Guarantors not to solicit ADMA's or Buyer's employees for one (1) year following the closing date of the Transaction; ADMA and Buyer not to solicit Seller's or the Biotest Guarantors' employees for one (1) year following the closing date of the Transaction; and Seller not to interfere with ADMA's and Buyer's customers in the therapy business for five (5) years following the closing date of the Transaction.

No Solicitation; Buyer Acquisition Proposal

Pursuant to the Purchase Agreement, Seller and the Biotest Guarantors agreed not to, directly or indirectly, solicit any offers for the acquisition of any equity interests in Seller or the sale of all or any portion of the Purchased Assets or the BPC Therapy Business Unit, or negotiate, discuss, entertain or approve any offer or indication of interest with respect to any such acquisition or sale or undertake any transactions similar to the Transaction.

Pursuant to the Purchase Agreement, ADMA agreed, subject to certain exceptions, to not, (i) solicit, initiate, knowingly encourage or knowingly facilitate any inquiries or the making of any offer or proposal regarding any Alternative Transaction Proposal (as defined in the Purchase Agreement), (ii) approve, endorse or recommend any Alternative Transaction Proposal, (iii) withdraw, modify or amend the ADMA Recommendation (as defined in the

Purchase Agreement) in a manner adverse to Seller in connection with any Alternative Transaction Proposal (any action described in clause (ii) or (iii), an "Adverse Recommendation Change"), (iv) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement or other similar contract, agreement or understanding or (v) resolve, agree or publicly propose to do any of the foregoing.

If ADMA receives an Alternative Transaction Proposal after the date of the Purchase Agreement and prior to obtaining approval of the Transaction Proposal by the stockholders of ADMA, then ADMA may provide or give access to the person or group making such Alterative Transaction Proposal (the "Potential Acquiror") information relating to ADMA (so long as any written material non-public information provided by ADMA to such Potential Acquiror has previously been made available to Seller or is made available to Seller prior to or concurrently with the time it is made available to such Potential Acquiror), and enter into discussions or negotiations with such Potential Acquiror; provided, however, that each of the following conditions are met: (i) such Potential Acquiror (A) entered into a confidentiality agreement with ADMA prior to the date of the Purchase Agreement or (B) if entered into after such date, such Potential Acquiror executes a confidentiality agreement with terms no less favorable in the aggregate to ADMA than those contained in the confidentiality agreement with Seller, (ii) the Board determines in good faith (after consultation with ADMA's outside financial advisor and outside counsel) that such Alternative Transaction Proposal constitutes or could reasonably be expected to lead to a Superior Transaction (as defined in the Purchase Agreement) and (iii) ADMA has provided Seller with prior written notice, (A) that information has been requested or discussions or negotiations have been sought to be initiated relating to an Alternative Transaction Proposal, (B) of the identity of the Potential Acquiror and any other terms of such request, inquiry or Alternative Transaction Proposal as would be material to an evaluation of such Alternative Transaction Proposal and (C) of its intent to take any such action.

In addition, after the date of the Purchase Agreement and prior to obtaining approval of the Transaction Proposal by the stockholders of ADMA, the Board may make an Adverse Recommendation Change and, subject to the payment by ADMA to Seller of a $2,500,000 termination fee, enter into an agreement with respect to a Superior Transaction, if and only if (i) ADMA is not in breach of its obligations under the Purchase Agreement in connection with such Adverse Recommendation Change; (ii) the Board determines in good faith (after consultation with ADMA's outside legal counsel) that the failure to make the Adverse Recommendation Change would be inconsistent with the fiduciary duties of the Board under applicable laws; (iii) ADMA has given Seller prior written notice of its intention to make an Adverse Recommendation Change at least three days prior to making any Adverse Recommendation Change which prior written notice shall include all of the material terms and conditions of such Alternative Transaction, and, if available, the current draft agreement reflecting such terms and conditions; (iv) the Board determines in good faith (after consultation with its outside financial advisor and outside legal counsel) that such Alternative Transaction Proposal constitutes a Superior Transaction; and (v) (A) during the three day period described in clause (iii), the Board allows Seller to propose an amendment to the terms of the Purchase Agreement and negotiates in good faith with Seller with respect to any such proposed amendment, and (B) after which period the Board determines in good faith (after consultation with ADMA's outside financial advisor and outside legal counsel), after considering such proposed amendment and negotiations, if any, that such Alternative Transaction Proposal continues to be a Superior Transaction.

Indemnification

The Purchase Agreement contains customary indemnification obligations made by the parties thereto, including, among other things, any losses arising from breaches of its representations, warranties, covenants and agreements in the Purchase Agreement. In addition, ADMA will indemnify Seller after the closing of the Transaction for any Assumed Liability, and Seller will indemnify ADMA after the closing of the Transaction for any Excluded Asset or Excluded Liability. The representations and warranties (other than fundamental representations and tax representations) survive for 15 months following the closing of the Transaction, fundamental representations survive indefinitely, tax representations survive until the date that is 30 days following the applicable statute of limitations, covenants to be performed on or prior to the closing of the Transaction survive for 15 months following the closing of the Transaction, and post-closing covenants survive in accordance with their terms or if no term is specified, indefinitely. Each party's indemnification obligations with respect to (a) its representations and warranties (other than its fundamental representations, which include representations related to organization, due authorization,

organizational documents, no conflicts; enforceability, title; sufficiency, the contract with Kedrion Biopharma Inc., brokers etc., ownership of ADMA securities and ADMA capitalization) are subject to a $25,000 mini-basket and $750,000 true deductible and (b) its representations, warranties and pre-closing covenants are subject to a $25,000,000 cap. Causes of action arising from either party's fraud or willful misconduct are not subject to the foregoing limitations on indemnification.

Conditions to Closing

The consummation of the Transaction is subject to the satisfaction of certain conditions, including approval of the Transaction Proposal and the Charter Proposal by the stockholders of ADMA. The Transaction is not subject to any financing conditions. There can be no assurance as to when the closing conditions will be satisfied, if at all.

Guarantee

The Biotest Guarantors jointly and severally guaranteed to ADMA the prompt performance of, compliance with and satisfaction of all obligations of Seller under the Purchase Agreement, subject only to the defenses Seller would have under the Purchase Agreement other than equitable defenses of Seller, which are not available to the Biotest Guarantors (the "Guarantee"). ADMA is generally required to pursue claims against Seller and the Biotest Guarantors at the same time. The Biotest Guarantors will reimburse ADMA for all reasonable costs and expenses in connection with the enforcement of the Guarantee to the extent that ADMA prevails in such enforcement. ADMA or Buyer will reimburse the Biotest Guarantors for all reasonable costs and expenses in connection with the enforcement of the Guarantee to the extent that ADMA fails to prevail in such enforcement. The Guarantee survives the closing of the Transaction.

Termination of the Purchase Agreement and Termination Fee

In addition to customary termination provisions, subject to certain limitations, either ADMA or Seller may terminate the Purchase Agreement if the Transaction has not been consummated by September 30, 2017. A termination of the Purchase Agreement under certain customary circumstances relating to (i) the Board's exercising its "fiduciary out" right will entitle Seller to receive from ADMA a termination fee in an amount equal to $2,500,000 or (ii) ADMA's failure to obtain the requisite stockholder approval will entitle Seller to receive expense reimbursement in an amount up to $2,500,000. In no event is Seller entitled to both a termination fee and expense reimbursement.

Stockholders Agreement

Upon the closing of the Transaction, ADMA and Seller will also enter into a Stockholders Agreement (the "Stockholders Agreement"), pursuant to which Seller will be (i) subject to lock-up restrictions, contractual volume limitations on resales and certain standstill provisions, (ii) granted the right to nominate one director for election to the Board, designate one observer to the Board, and under certain circumstances, nominate an additional director to the Board, as described below, and (iii) granted certain contractual rights to participate in certain issuances of preferred shares by the Company and rights to nominate candidates to replace Adam Grossman as the chief executive officer of ADMA (in the event of the death or permanent disability of Adam Grossman), from which the Board will select such replacement, subject to the Board's fiduciary duties, as further described below.

Lock-Up Period; Volume Limitations

Subject to certain limited exceptions, sales by Seller of any equity interests of ADMA will be subject to a lock-up for six months after the closing of the Transaction. For three years after the end of such six-month period, subject to certain limited exceptions, under the Stockholders Agreement, sales by Seller of equity interests of ADMA may not exceed 15% of the issued and outstanding common stock of ADMA in any twelve-month period; provided, however, that if the market capitalization of ADMA increases to double the market capitalization of ADMA immediately following the closing of the Transaction, then Seller may sell common stock of ADMA of up to 20% of the issued and outstanding common stock of ADMA in any twelve-month period; provided, further, that (x) if the market capitalization of ADMA increases to triple the market capitalization of ADMA immediately following the closing of the Transaction, or (y) upon the one-year anniversary of Seller holding less than a 25% economic interest in ADMA,

then Seller may sell equity interests of ADMA at any time (subject to applicable securities laws).

Standstill

Seller will be subject to a customary standstill for the shorter of (x) five years after the FDA terminates or rescinds the warning letter issued by the FDA to Seller on November 25, 2014 in connection with outstanding issues at the manufacturing facility in Boca Raton, Florida (the "FDA Warning Letter"), and (y) seven years after the closing of the Transaction, or until the standstill is earlier terminated as described below (the "Standstill Period"). During the standstill period, (a) Seller will not, directly or indirectly, acquire any capital stock of ADMA which would result in Seller owning in excess of (i) 50%, less one share, of the total issued and outstanding shares of capital stock of ADMA or (ii) 30% of the total issued and outstanding shares of common stock of ADMA, in each case, on a pro forma basis after giving effect to such transaction, and (b) Seller will be subject to other customary standstill restrictions against gaining control of ADMA. The standstill will terminate early upon occurrence of any of the following: (A) any "person" (as such term is defined in the Stockholders Agreement) or "group" (as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (other than Biotest and its affiliates) acquires equity interests of ADMA equal to 20% or more of the outstanding capital stock of ADMA (other than the Grossman family, any trusts or affiliates of the Grossman family, Aisling Capital II LP, Biomark Capital Fund IV LP or any of the affiliates of the foregoing in connection with an equity financing in which Biotest has a right to participate but elects not to participate with respect to at least one-half of its pro rata portion of such financing); (B) six months after Seller holds less than 25% of the issued and outstanding capital stock of ADMA; (C) Adam Grossman voluntarily leaves the employ of ADMA (other than for "good reason" or, except as described in "Governance – Replacement of CEO" below, as a result of death or permanent disability) or is terminated for "cause" or (D) ADMA ceases to be a reporting company under the Exchange Act.

Contractual Right to Purchase Preferred Shares

Until the termination of the Standstill Period, Seller will have the right to purchase its pro rata (determined based on Biotest's beneficial ownership of all outstanding equity securities of ADMA as of the applicable date of determination) portion of any new preferred shares that ADMA proposes to issue or sell to any party.

Board Nominee(s) and Board Observer

Seller will have the right to nominate one board member and designate one board observer in its reasonable discretion, each of whom will be accepted by the Board absent a good faith objection for a reasonable and compelling reason. Seller will retain such rights until such time as Seller (and its affiliates) no longer holds 10% of the issued and outstanding capital stock of ADMA, at which time Seller will cause their director designee to resign. For so long as Seller holds such rights, if (a) the Board is expanded to nine directors or more or (b) Seller participates in one or more equity financings in which Seller contributes to ADMA aggregate gross proceeds of at least $15,000,000, then Seller may nominate a second director to the Board in their reasonable discretion, who will be accepted by the Board absent a good faith objection for a reasonable and compelling reason. ADMA may either procure the resignation of an existing director or increase the size of the board to accommodate the Seller designee(s).

Replacement of CEO

During the Standstill Period, (a) in the event of the death or permanent disability of Adam Grossman, Seller will have the right to nominate three qualified candidates as the replacement chief executive officer, or CEO, of ADMA and the Board will appoint one of such three candidates as the new CEO of ADMA, upon customary terms and conditions for a CEO of a similarly situated company, and (b) Seller will have a similar right to nominate candidates as a successor CEO to the initial replacement CEO. The standstill will not terminate in the event of the death or permanent disability of Adam Grossman provided that ADMA and the Board comply with these procedures. In no event will Seller's failure to nominate qualified candidates or otherwise act in accordance with these procedures result in the termination of the

standstill.

A copy of the form of Stockholders Agreement is attached to this proxy statement as Annex C.

The Registration Rights Agreement

At the closing of the Transaction, we will enter into a registration rights agreement (the "Registration Rights Agreement") with Seller and/or certain of its affiliates, pursuant to which Seller and/or its affiliate(s) will have, among other things, certain registration rights under the Securities Act with respect to its shares of ADMA common stock, and will agree to certain transfer restrictions, as further described below.

Seller will have the right to demand (up to a maximum of three times) that we file a registration statement for the resale of its shares of ADMA common stock or request that the resale of its shares of ADMA common stock be covered by a registration statement that we are otherwise filing, in each case, to the extent its shares of our common stock were: (i) issued previously and owned by Seller; (ii) issued or issuable (directly or indirectly) upon conversion and/or exercise of any of our capital stock (which may include, for the avoidance of doubt, non-voting common stock, warrants and options) as part of the consideration paid to Seller in connection with the Transaction; (iii) issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (i) and (ii) above); and (iv) otherwise acquired by Seller pursuant to the terms of the Stockholders Agreement or the Purchase Agreement, the shares described in clauses (i) through (iv) being referred to herein as "registrable securities"; provided, however, that any such registrable securities shall cease to be registrable securities upon the earliest to occur of: (a) the date on which such securities are disposed of pursuant to an effective registration statement; (b) the date on which such securities are disposed of in reliance on Rule 144 under the Securities Act; or (c) the date on which such securities become eligible for resale without volume or manner-of-sale restrictions pursuant to Rule 144 under the Securities Act, as reasonably determined by ADMA.

The holders of registrable securities will be entitled to certain demand registration rights starting six months after the date of the Registration Right Agreement. The holders of at least a majority of the registrable securities may request that we register all or a portion of their registrable shares, subject to certain specified exceptions. Such request for registration must cover at least a majority of the registrable securities then outstanding and have an anticipated aggregate offering price to the public that would reasonably be expect to exceed $10 million. ADMA will not be obligated to effect, or to take any action to effect, any registration pursuant to the shareholder's demand registration rights on more than three occasions.

If we propose to register for offer and sale any of our securities under the Securities Act in a registered offering, either for our own account or for the account of other security holders, the holders of these registrable shares will be entitled to certain "piggyback" registration rights allowing them to include their registrable shares in such registration, subject to certain marketing and other limitations. As a result, whenever we propose to file a registration statement under the Securities Act, including a registration statement on Form S-3 as discussed below, other than with respect to (i) a registration on Form S-8 or otherwise relating to the sale of securities to employees of ADMA or its affiliates pursuant to a stock option, stock purchase, or similar plan, (ii) a registration on Form S-4 or otherwise relating to a transaction governed by SEC Rule 145; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the registrable securities; or (iv) a registration in which the only common stock being registered is common stock issuable upon conversion or exchange of debt securities that are also being registered, subject to limitations that the underwriters may impose on the number of shares included in the registration, to include their registrable shares in the registration.

The holders of registrable securities will also be entitled to certain registration rights on Form S-3. A holder of registrable shares may make a request that we register for offer and sale their registrable shares on Form S-3 if we are qualified to file a registration statement on Form S-3 at the time of such request, subject to certain specified exceptions. The aggregate public offering price of the registrable shares covered by any such requested registration on Form S-3 must have an anticipated aggregate offering price to the public that would reasonably be expected to exceed

$10 million.

The foregoing registration rights will be subject to certain cut-back provisions and further restrictions contained in the Registration Rights Agreement. A copy of the form of the Registration Rights Agreement is attached to this proxy statement as Annex D.

Voting Agreements

On January 21, 2017, in connection with the execution and delivery of the Purchase Agreement, Seller, ADMA and the following stockholders: Aisling Capital II, LP, Biomark Capital Fund IV LP, Jerrold Grossman, Adam Grossman, Maggro LLC, The Genesis Foundation, Hariden LLC and Areth II LLC (the "Voting Agreement Stockholders") entered into separate voting agreements (collectively, the "Voting Agreements," and together with the Purchase Agreement, the Registration Rights Agreement and the Stockholders Agreement described below, the "Agreements"). The shares subject to the Voting Agreements represent approximately 50.59% of the issued and outstanding voting securities of ADMA as of the date of execution of such agreements. The Voting Agreements generally require that the Voting Agreement Stockholders: (i) vote all of their shares of ADMA voting stock (the "Voting Agreement Shares") in favor of the Purchase Agreement and all transactions contemplated by the Purchase Agreement; (ii) vote against any alternative transaction; (iii) not transfer their Voting Agreement Shares during the term of the Voting Agreements or enter into any other voting agreement, voting trust or similar agreement with respect to any of their Voting Agreement Shares and (iv) not take any action that would constitute a violation of the non-solicitation provisions of the Purchase Agreement if taken by ADMA, its representatives or affiliates, with the limitations and exceptions to such provisions of the Purchase Agreement that are applicable to ADMA, its representatives or affiliates being similarly applicable to the Voting Agreement Stockholders. The Voting Agreements include a cap of 25% on the aggregate voting percentage covered by all such agreements, taken together, if, in response to a "Superior Transaction" (as defined in the Purchase Agreement) received by the Board, the Board makes an "Adverse Recommendation Change" (as defined in the Purchase Agreement) in accordance with Section 6.8 of the Purchase Agreement and it does not terminate the Purchase Agreement. The Voting Agreements terminate upon the first to occur of (i) the closing date of the Transaction, (ii) the termination of the Voting Agreements by mutual consent of the parties thereto, (iii) the termination of the Purchase Agreement, (iv) September 30, 2017 and (v) any amendment, modification or waiver to the Purchase Agreement that changes the form, timing or amount of the purchase price or other consideration contemplated by the Purchase Agreement.

A copy of the form of Voting Agreement is attached to this proxy statement as Annex E.

Projected Financial Information

The Company's senior management does not, as a matter of course, make public projections as to future performance or earnings, including projections for the current fiscal year, and is especially wary of making projections for extended earnings periods due to the unpredictability of the underlying assumptions and estimates. However, financial forecasts prepared by management (which forecasts are referred to herein as the "Company financial projections") were made available to the Board in connection with their consideration of the Transaction and to Raymond James and PJT in connection with their respective engagements as financial advisors to the Board.

We have summarized certain Company financial projections below to give the Company's stockholders access to certain non-public information provided to Raymond James and PJT for purposes of considering and evaluating the Transaction and not to influence the Company's stockholders' decision whether to vote for or against any proposals presented herein.

None of ADMA, Buyer, Biotest, Seller, or any of their respective affiliates or representatives assumes any responsibility for the validity, reasonableness, accuracy or completeness of the Company financial projections, nor do they make any representation or warranty regarding the Company financial projections.

The Company has not made any representation concerning the Company financial projections to Biotest or Seller in the Purchase Agreement or otherwise. None of the Company, Buyer, Biotest, Seller or any of their affiliates intends to, and each of them disclaims any obligation to, update, revise or correct the Company financial projections to reflect

the occurrence of future events, even if any or all of the assumptions underlying the Company financial projections are shown to be in error, except as may be required in order to comply with applicable law. The inclusion of the Company financial projections should not be regarded as an indication that the Company, Buyer, Biotest, Seller or anyone who received the projections then considered, or now considers, the projections to be a reliable prediction of future events, and this information should not be relied upon as such.

The Company financial projections were prepared by the Company's management for internal purposes. The Company financial projections were not prepared with a view to public disclosure or complying with GAAP, the published guidelines of the SEC regarding projections or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. These non-GAAP financial measures were presented because management believed they could be useful indicators of the Company's projected future operating performance and cash flow. The Company financial projections included in this proxy statement should not be considered in isolation, or in lieu of, the Company's operating and other financial information determined in accordance with GAAP. In addition, because non-GAAP financial measures are not determined consistently by all companies, the non-GAAP measures presented in these Company financial projections may not be comparable to similarly-titled measures of other companies.

ADMA's independent registered public accounting firm has not examined, compiled or performed any procedures with respect to the financial projections presented in this proxy statement, and it has not expressed any opinion or any other form of assurance of such information or the likelihood that ADMA may achieve the results contained in the Company financial projections, and accordingly assumes no responsibility for them and disclaims any association with them. The ultimate achievability of the Company financial projections included herein is also subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described in "Cautionary Note Regarding Forward-Looking Statements" beginning on page 45, as well as those described in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2016 and subsequent filings made with the SEC. Readers of this proxy statement are strongly cautioned not to place undue reliance on the Company financial projections set forth below in this proxy statement.

The Company financial projections reflect numerous estimates and assumptions with respect to industry performance, general business, economic, competitive, regulatory, market and financial conditions, as well as matters specific to the Company's business. Many of these matters are beyond the Company's control and such matters create significant uncertainty around the Company financial projections. As a result, there can be no assurances that the projected results will be realized or that actual results will not be significantly higher or lower than projected. Because the Company financial projections cover multiple years, such information by its nature becomes less reliable with each successive year.

Additionally, we have a limited operating history and have not yet been able to successfully commercialize our lead product candidate, RI-002. As a result, our operating history provides an inherently limited basis for our management to assess our current ability or the ability of the combined company to commercialize our product candidates or otherwise become profitable in the future, which further limits the reliability of the Company financial projections included herein.

The Company financial projections should be evaluated, if at all, in conjunction with the historical financial statements and other information contained in the Company's public filings with the SEC, including this proxy statement. The Company's stockholders are cautioned not to place undue, if any, reliance on the Company financial projections. The Company financial projections do not take into account any circumstances or events occurring after the date they were prepared, including the announcement of the Transaction. There can be no assurances that the announcement of the Transaction will not affect the Company's business.

Summary of Company Financial Projections

The following table presents certain information included in the Company's unaudited financial forecasts:

($ in millions)

ADMA	2017E	2018E	2019E	2020E	2021E	2022E

Total Revenues	$ 9.9	$ 12.0	$ 12.2	$ 12.4	$ 42.1	$ 73.5
EBITDA(2)	(13.1)	(15.3)	(15.4)	(16.7)	(11.0)	0.3
Free Cash Flow(3)	(13.2)	(15.5)	(15.5)	(16.8)	(13.2)	(2.0)

($ in millions)

New ADMA (Combined Company)(1)	2017E	2018E	2019E	2020E	2021E	2022E
Total Revenues	$ 41.1	$ 64.9	$ 101.6	$ 147.0	$ 191.4	$ 242.0
EBITDA(2)	(20.1)	(9.2)	18.7	48.4	79.5	118.5
Free Cash Flow(3)	(32.9)	(29.0)	5.0	21.5	32.1	55.0

Projections of total revenues were calculated according to US GAAP. EBITDA and free cash flow projections are not calculated in accordance with US GAAP and should not be considered substitutes for comparable GAAP measures, such as net income and net cash provided by operating activities.

(1) Assumes consummation of the Transaction in accordance with the Purchase Agreement.

(2) EBITDA represents earnings before interest, taxes, depreciation, and amortization.

(3) Free cash flow represents cash flows from operating activities, net operating loss tax provisions, capital expenditures and changes in working capital.

Opinion of Raymond James & Associates, Inc., Financial Advisor to ADMA

Pursuant to an engagement letter dated October 11, 2016, ADMA retained Raymond James to render to the Board an opinion addressing the fairness, from a financial point of view, to ADMA of the consideration to be paid by ADMA in a potential sale transaction. In connection with that engagement, the Board requested that Raymond James evaluate the fairness, from a financial point of view, to ADMA of the consideration to be paid by ADMA pursuant to the Purchase Agreement.

At the ADMA Board meeting on January 21, 2017, representatives of Raymond James rendered its oral opinion, which was subsequently confirmed by delivery of a written opinion (the "Opinion") to the Board dated January 21, 2017, as to the fairness, as of such date, from a financial point of view, to ADMA of the consideration to be paid by ADMA in the Transaction pursuant to the Purchase Agreement, based upon and subject to the assumptions made, procedures followed, matters considered, limitations of the review undertaken and qualifications contained in such Opinion.

The full text of the written opinion of Raymond James, dated January 21, 2017, which sets forth, among other things, the assumptions made, procedures followed, matters considered, and qualifications and limitations on the review undertaken by Raymond James in connection with its Opinion is attached with the consent of Raymond James as Annex F to this proxy statement. The summary of Raymond James' Opinion contained in this document is qualified in its entirety by reference to the full text of Raymond James' Opinion. ADMA's stockholders are encouraged to read Raymond James' Opinion carefully and in its entirety for a discussion of the procedures followed, assumptions made, other matters considered and limits of the review undertaken by Raymond James in connection with Raymond James' Opinion.

Raymond James provided its Opinion for the information and assistance of the ADMA Board (solely in its capacity as such) in connection with, and solely for the purpose of, the Board's consideration of whether the consideration to be paid by ADMA in the Transaction pursuant to the Purchase Agreement was fair, from a financial point of view, to ADMA. The Opinion of Raymond James does not address any other aspect or implication of the Transaction or any voting, support or other agreement, arrangement or understanding entered into in connection with the Transaction or otherwise, including without limitation the Commercial Agreements, Equity Documents and Other Agreements (each as defined in the Purchase Agreement). The Raymond James Opinion does not constitute a recommendation to (a) the Board or any stockholder regarding how the Board, such stockholder or any other person should vote or otherwise act on the Transaction, if required, and (b) whether or not any stockholder should enter into a voting, stockholders' or affiliates' agreement with respect to the Transaction or any other matter.

In connection with the preparation of its Opinion, Raymond James, among other things:

- reviewed the financial terms and conditions as stated in the draft of the Purchase Agreement dated January 17, 2017, the most recent draft made available to Raymond James;
- reviewed 10-K and 10-Q filings of ADMA;
- reviewed certain information related to the operations, financial condition and prospects, of ADMA and the combined company with the therapy business of the Seller included ("New ADMA") made available to us by ADMA, including, but not limited to, financial projections of ADMA and New ADMA prepared by the management of ADMA, as approved for our use by management of ADMA (the "Projections");
- reviewed financial, operating and other information regarding ADMA and the industry in which it operates;

- reviewed certain financial and stock market data of selected public companies that Raymond James deemed to be relevant;

- performed a discounted cash flow analysis of ADMA and a discounted cash flow analysis of New ADMA based upon the Projections;

    - reviewed the current and recent market prices and trading volume for ADMA's common stock;

- conducted such other financial studies, analyses and inquiries, and considered such other information and factors, as Raymond James deemed appropriate;

- reviewed the Real Property Appraisal Report dated October 26, 2016, provided to us by the Seller, relating to the real property located at 5800 and 5900 Park of Commerce Boulevard, Boca Raton, FL 33487 (the "Appraisal Report"); and

- discussed with members of the senior management of ADMA certain information relating to the aforementioned and any other matters which Raymond James deemed relevant to its inquiry, including (without limitation) certain non-public historical information related to the operations, financial condition and prospects of the therapy business unit of the Seller for the fiscal periods ended December 31, 2014, December 31, 2015 and September 30, 2016, in each case made available to us by ADMA.

With ADMA's consent, Raymond James assumed and relied upon the accuracy and completeness of all information supplied by or on behalf of ADMA, Seller and/or the Biotest Guarantors, or otherwise reviewed by or discussed with Raymond James, and Raymond James did not undertake any duty or responsibility to, nor did Raymond James, independently verify any of such information. Other than the Appraisal Report, Raymond James did not make or obtain any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of ADMA, the Seller, or the Biotest Guarantors, nor was Raymond James furnished with any such evaluation or appraisal. With respect to the Projections reviewed by or discussed with Raymond James, Raymond James, with ADMA's consent, assumed that the Projections were reasonably prepared in good faith on bases reflecting the best currently available estimates and judgments of management of ADMA. With respect to other information and data including without limitation the Appraisal Report made available to or reviewed by Raymond James, Raymond James, with ADMA's consent, assumed that such information, data and Appraisal Report were reasonably prepared in good faith by the party preparing such information, data or report and that they provided a reasonable basis upon which Raymond James could form its Opinion. Raymond James relied upon ADMA to advise Raymond James promptly if any information previously provided became inaccurate or was required to be updated during the period of its review and has assumed that all such information was complete and accurate in all material respects. Raymond James expressed no opinion with respect to the Projections or the assumptions on which they were based and did not in any respect assume any responsibility for the accuracy thereof.

Raymond James assumed that the final form of the Purchase Agreement will not differ in any material respects from the draft that Raymond James reviewed, and that the Transaction will be consummated in accordance with the terms of the Purchase Agreement (as qualified in the disclosure schedules thereto) without waiver or amendment of any conditions thereto. Furthermore, Raymond James assumed, in all respects material to its analysis, that the representations and warranties of each party contained in the Purchase Agreement were true and correct and that each party will perform all of the covenants and agreements required to be performed by it under the Purchase Agreement without being waived. Raymond James relied upon and assumed, without independent verification, that (i) the Transaction would be consummated in a manner that complies in all respects with all applicable international, federal and state statutes, rules and regulations, and (ii) all governmental, regulatory or other consents and approvals necessary for the consummation of the Transaction would be obtained and that no delay, limitations, restrictions or conditions would be imposed or amendments, modifications or waivers made that would have an effect on the Transaction or ADMA that would be material to its analysis or Opinion.

ADMA informed Raymond James and Raymond James assumed for purposes of its Opinion at ADMA's direction, that for U.S. federal income tax and any applicable foreign, state or local tax purposes (a) the Transaction are a single integrated transaction, (b) the purchase and sale of the Purchased Assets, the Closing Date Capital Contribution and the transfer of the ADMA Biocenters are a taxable transaction, and (c) the transfer of the ADMA Biocenters constitutes deferred consideration in an "open" transaction.

Raymond James expressed no view, and its Opinion does not address the underlying business decision of ADMA to effect the Transaction or the structure or tax consequences of the Transaction. In addition, Raymond James' Opinion does not address the relevant merits of the Transaction as compared to any other alternative business transaction or other alternatives, or whether or not such alternatives could be achieved or are available. Raymond James did not recommend any specific purchase price for the Transaction or that any specific purchase price constituted the only appropriate consideration for the Transaction. Raymond James' Opinion is limited to the fairness to ADMA, as of the Opinion's date and solely from a financial point of view, of the consideration to be paid by ADMA. Subsequent developments may affect the conclusions expressed in Raymond James' Opinion if such Opinion had been rendered at a later date and Raymond James disclaims any obligation to advise any person of any change in any manner affecting its Opinion that may come to its attention after the date of the Opinion. Raymond James expressed no opinion with respect to any other reasons (legal, business, or otherwise) that may support the decision of the board to approve or consummate the Transaction. Furthermore, no opinion, counsel or interpretation was intended by Raymond James on matters that require legal, accounting, regulatory or tax advice. Raymond James assumed that such opinions, counsel or interpretations had been or would be obtained from appropriate professional sources. Furthermore, Raymond James relied, with the consent of the Board, on the fact that ADMA was assisted by legal, accounting, regulatory and tax advisors, and, with the consent of the Board relied upon and assumed the accuracy and completeness of the assessments by ADMA and its advisors, as to all legal, accounting, regulatory and tax matters with respect to ADMA and the Transaction.

Raymond James' Opinion addresses only the fairness from a financial point of view to ADMA, as of the date of the Opinion, of the consideration to be paid by ADMA as described in the Purchase Agreement. Raymond James did not express any view on, and its Opinion did not address, any other term or aspect of the Purchase Agreement or the Transaction or any term or aspect of any other agreement or instrument contemplated by the Purchase Agreement or entered into or amended in connection with the Transaction, the Consideration, the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of any party to the Transaction, or such class of persons, in connection with the Transaction whether relative to the proposed consideration or otherwise. Raymond James was not requested to opine as to, and its Opinion did not express an opinion as to or otherwise address, among other things: (1) the fairness of the Transaction to the holders of any class of securities, creditors or other constituencies of ADMA, or to any other party, or (2) the fairness of the Transaction to any one class or group of ADMA's or any other party's security holders or other constituents vis-à-vis any other class or group of ADMA's or such other party's security holders or other constituents (including, without limitation, the allocation of any consideration to be received in the Transaction amongst or within such classes or groups of security holders or other constituents). Raymond James expressed no opinion as to the prices at which ADMA shares or ordinary shares of Biotest will trade at any time or as to the impact of the Transaction on the solvency or viability of ADMA, Seller, Biotest AG, Biotest US Corporation or New ADMA or the ability of ADMA, Seller, Biotest AG, Biotest US Corporation or New ADMA to pay their respective obligations when they come due. Raymond James did not consider any potential legislative or regulatory changes currently being considered or recently enacted by the United States Congress or the SEC, or any other foreign or domestic legislative or regulatory bodies, or any changes in accounting methods or generally accepted accounting principles that may be adopted by the SEC or the Financial Accounting Standards Board.

Financial Analyses

The following summarizes the financial analyses reviewed by Raymond James with the ADMA Board at its meeting on January 21, 2017 and which were considered by Raymond James in rendering its Opinion. Considering such data without the full narrative description of the financial analyses could create a misleading or incomplete view of Raymond James' financial analyses.

In arriving at its Opinion, Raymond James did not attribute any particular weight to any analysis or factor considered by it and the order of the analyses described below does not represent the relative importance or weight of any of these. Rather, Raymond James made qualitative judgments as to the significance and relevance of each analysis and factor. Accordingly, Raymond James believes that its analyses must be considered as a whole and that selecting portions of its analyses, without considering all analyses, would create an incomplete view of the process underlying its Opinion.

The description below explains Raymond James' methodology for evaluating the fairness, from a financial point of view, to ADMA of the proposed consideration to be paid by ADMA in the Transaction pursuant to the Purchase Agreement. No company used in the analyses described below is identical or directly comparable to ADMA or New ADMA, and the summary set forth below does not purport to be a complete description of the analyses or data presented by Raymond James.

Selected Companies Analysis of ADMA. Raymond James analyzed the equity values of nine publicly-traded specialty pharmaceutical companies with market capitalizations under $200 million and for which the company's lead product was non-oncologic and either in the Phase 3 stage of development or had an application on file with the FDA, that Raymond James deemed relevant (the "Selected ADMA Comparable Companies"). The Selected ADMA Comparable Companies were:

- Clearside BioMedical, Inc.
- Axsome Therapeutics, Inc.
- Albireo Pharma, Inc.

- Palatin Technologies, Inc.
- Adamis Pharmaceuticals Corporation
- MediWound Ltd.
- Catalyst Pharmaceuticals, Inc.
- Intec Pharma Ltd.
- Tenax Therapeutics, Inc.

Raymond James reviewed the mean, median, 25th percentile and 75th percentile of the implied equity values of the Selected ADMA Comparable Companies to derive a range of illustrative equity values for ADMA. The results of the Selected ADMA Comparable Companies analysis are summarized below:

	Implied Equity Value of as 12/30/16 ($ in millions)			
	25th Percentile	Median	Mean	75th Percentile
Implied ADMA Equity Value ($)	$ 68.0	$ 87.1	$ 97.0	$ 111.6

(1) Represents 50% of total equity value of New ADMA.

Selected Companies Analysis of New ADMA. Raymond James analyzed the relative valuation multiples of 12 publicly-traded specialty pharmaceutical companies with latest twelve month ("LTM") revenues under $350 million, over 200 employees, market capitalizations under $1,750 million and that had at least one FDA approved product, that it deemed relevant (the "Selected New ADMA Comparable Companies"). The Selected New ADMA Comparable Companies were:

- Emergent BioSolutions Inc.
- Pacira Pharmaceuticals, Inc.
- Supernus Pharmaceuticals, Inc.
- Acorda Therapeutics, Inc.
- ProMetic Life Sciences Inc.
- Momenta Pharmaceuticals, Inc.
- INSYS Therapeutics, Inc.
- Rockwell Medical, Inc.
- Spectrum Pharmaceuticals, Inc.
- Arena Pharmaceuticals, Inc.
- Kamada Ltd.
- ImmunoGen, Inc.

Raymond James reviewed the mean, median, 25th percentile and 75th percentile of the total enterprise value / 2016E revenue multiples of the Selected New ADMA Comparable Companies which it then applied to New ADMA's 2021E revenue, as provided in the Projections, to derive a range of illustrative equity values for New ADMA. The projected future values were discounted using rates ranging from 9.6% to 11.7%, which reflected the estimated weighted average cost of capital associated with executing New ADMA's business plan, in order to derive an estimated present equity value for New ADMA. Raymond James then used this range of illustrative equity values for New ADMA to calculate the implied value of the ADMA stockholders' 50% ownership of New ADMA. Raymond James then compared these implied ownership values to the implied value of the ADMA stockholders' 100% ownership of ADMA before the Transaction. The results of the Selected New ADMA Comparable Companies analysis are summarized below:

	Implied Enterprise Value / 2021E Revenue Analysis of as 12/30/16 ($ in millions)			
	25th Percentile	Median	Mean	75th Percentile
Implied Equity Value to ADMA's Shareholders(1) ($)	$ 118.0	$ 160.4	$ 207.5	$ 228.4

(1) Represents 50% of total equity value of New ADMA.

Discounted Cash Flow Analysis of ADMA. Raymond James estimated a range of equity values for ADMA based upon the present value of ADMA's estimated unlevered free cash flows for fiscal years ended December 31, 2017 through December 31, 2031. Raymond James used unlevered free cash flows, defined as earnings before interest, after taxes, plus depreciation, plus amortization, less capital expenditures, less investment in working capital. The discounted cash flow analysis was based on the Projections. In performing this discounted cash flow analysis, Raymond James utilized discount rates ranging from 10.7% to 13.1%, which were selected based on the capital asset pricing model and the estimated weighted average cost of capital of the Selected ADMA Comparable Companies. Consistent with the periods included in the Projections, Raymond James used calendar year 2031 as the final year for the analysis and applied perpetuity growth rates ranging from 2.5% to 3.5%, in order to derive a range of terminal values for ADMA in 2031. The resulting range of present enterprise values was adjusted by ADMA's current

capitalization to arrive at a range of present equity values for ADMA. This discounted cash flow analysis was based upon certain assumptions described above regarding the Projections and discussions held with the management of ADMA.

Raymond James reviewed the range of implied equity values derived in the discounted cash flow analysis to derive a range of illustrative equity values for ADMA. The results of the discounted cash flow analysis are summarized below:

	Implied Equity Value of as 12/30/16 ($ in millions)			
	Minimum	Median	Mean	Maximum
Implied ADMA Equity Value ($)	$ 30.1	$ 49.6	$ 51.9	$ 78.8

Discounted Cash Flow Analysis of New ADMA. Raymond James estimated a range of equity values for New ADMA based upon the present value of New ADMA's estimated unlevered free cash flows for fiscal years ended December 31, 2017 through December 31, 2026. Raymond James used unlevered free cash flows, defined as earnings before interest, after taxes, plus depreciation, plus amortization, less capital expenditures, less investment in working capital. The discounted cash flow analysis was based on the Projections. In performing this discounted cash flow analysis, Raymond James utilized discount rates ranging from 9.6% to 11.7%, which were selected based on the capital asset pricing model and the estimated weighted average cost of capital of the Selected New ADMA Comparable Companies. Consistent with the periods included in the Projections, Raymond James used calendar year 2026 as the final year for the analysis and applied multiples, total enterprise value / 2016E revenue multiples ranging from 3.2x to 3.9x, in order to derive a range of terminal values for New ADMA in 2026. The resulting range of present equity values was adjusted by New ADMA's anticipated capitalization to arrive at a range of present equity values for New ADMA. This discounted cash flow analysis was based upon certain assumptions described above regarding the Projections and discussions held with the management of ADMA.

Raymond James reviewed the range of implied equity values derived in the discounted cash flow analysis to derive a range of illustrative equity values for New ADMA. Raymond James then used this range of illustrative equity values for New ADMA to calculate the implied equity value to ADMA's stockholders. Raymond James then compared these implied ownership values to the implied equity values of the ADMA stockholders' ownership of ADMA. The results of the discounted cash flow analysis are summarized below:

	Implied Equity Value of as 12/30/16 ($ in millions)			
	Minimum	Median	Mean	Maximum
Implied Equity Value to ADMA's Shareholders(1) ($)	$ 224.5	$ 265.4	$ 266.2	$ 312.4

(1) Represents 50% of total equity value of New ADMA.

Additional Considerations. The preparation of a fairness opinion is a complex process and is not susceptible to a partial analysis or summary description and the summary above does not purport to be a complete description of the analyses performed by Raymond James. Raymond James believes that its analyses must be considered as a whole and that selecting portions of its analyses, without considering the analyses taken as a whole, would create an incomplete view of the process underlying its Opinion. In addition, Raymond James considered the results of all such analyses and did not assign relative weights to any of the analyses, but rather made qualitative judgments as to significance and relevance of each analysis and factor, so the ranges of valuations resulting from any particular analysis described above should not be taken to be the view of Raymond James as to the actual value of ADMA or New ADMA.

In performing its analyses, Raymond James made numerous assumptions with respect to industry performance, general business, economic and regulatory conditions and other matters, many of which are beyond the control of ADMA, the New ADMA or any other parties to the Transaction. The analyses performed by Raymond James are not necessarily indicative of actual values, trading values or actual future results which might be achieved, all of which may be significantly more or less favorable than suggested by such analyses. Such analyses were provided to the Board (solely in its capacity as such) and were prepared solely as part of the analysis of Raymond James of the fairness, from a financial point of view, to ADMA of the consideration to be paid by ADMA in connection with the proposed Transaction pursuant to the Purchase Agreement. The analyses do not purport to be appraisals or to reflect the prices at which companies may actually be sold, and such estimates are inherently subject to uncertainty. The Opinion of Raymond James was one of many factors taken into account by the ADMA Board in making its determination to approve the Transaction. Neither Raymond James' Opinion nor the analyses described above should be viewed as the only factor considered by the Board or ADMA management's views with respect to ADMA, Seller, or other parties to the Transaction or the Transaction.

Raymond James' Opinion was necessarily based upon market, economic, financial and other circumstances and conditions existing and disclosed to it on January 21, 2017. Raymond James assumed no responsibility for updating, revising or reaffirming its Opinion after the date of its Opinion. Raymond James relied upon and assumed, without independent verification, that there had been no change in the business, assets, liabilities, financial condition, results of operations, cash flows or prospects of ADMA, Seller, the Biotest Guarantors, or New ADMA since the respective dates of the Projections or the most recent financial statements and other information, financial or otherwise, provided to Raymond James that would be material to its analyses or its Opinion, and that there was no information or any facts that would make any of the information reviewed by Raymond James incomplete or misleading in any material respect.

The ADMA Board did not impose any limitations on Raymond James with respect to the investigations made or procedures followed in rendering Raymond James' opinion. In selecting Raymond James, the ADMA Board considered, among other things, the fact that Raymond James is a reputable investment banking firm with substantial experience advising companies in the life sciences sector and in providing strategic advisory services in general, and Raymond James' familiarity with ADMA and its business. Raymond James, as part of its investment banking services, regularly provides valuation services in connection with mergers, acquisitions, sales and distributions of listed and unlisted securities, private placements and valuations for corporate and other purposes.

During the two years preceding the date of Raymond James' written Opinion, Raymond James provided certain services to ADMA, including underwriting an equity offering in April 2016 as sole bookrunning manager and an equity offering in March 2015 as sole bookrunning manager, for both of which it has been paid a fee. Furthermore, Raymond James may provide investment banking, financial advisory and other financial services to ADMA or other participants in the Transaction in the future, for which Raymond James may receive compensation. For services rendered in connection with the delivery of its Opinion, ADMA paid Raymond James a customary investment banking fee in the amount of $650,000 upon delivery of its Opinion. No portion of Raymond James' fee is contingent upon consummation of the Transaction. ADMA also agreed to reimburse Raymond James for its expenses incurred in connection with its services, including the fees and expenses of its counsel, and will indemnify Raymond James against certain liabilities arising out of its engagement. The delivery of Raymond James' Opinion was approved by an opinion committee of Raymond James.

Raymond James is actively involved in the investment banking business and regularly undertakes the valuation of investment securities in connection with public offerings, private placements, business combinations and similar transactions. In the ordinary course of business, Raymond James may trade in the securities of ADMA or Biotest AG for its own account and for the accounts of its customers and, accordingly, may at any time hold a long or short position in such securities. As noted above, Raymond James may provide investment banking, financial advisory and other financial services to ADMA or other participants in the Transaction in the future, for which Raymond James may receive compensation.

Anticipated Accounting Treatment of the Transaction

The Transaction will be accounted for using the acquisition method of accounting in accordance with ASC 805. United States generally accepted accounting principles ("GAAP") require that one of the two parties in the Transaction be designated as the acquirer for accounting purposes based on the evidence available. ADMA will be treated as the acquiring entity for accounting purposes. In identifying ADMA as the acquiring entity, the parties to the Transaction took into account a variety of factors, including, but not limited to, the assets to be acquired, the benefits and synergies of the combined operations, the structure of the Transaction and the other transactions contemplated by the Purchase Agreement relative to the outstanding share ownership of ADMA.

The allocation of the purchase price to the assets acquired reflected in the unaudited pro forma combined financial statements is based on preliminary estimates using assumptions ADMA management believes are reasonable based on currently available information and an analysis performed by an independent third-party valuation firm in conjunction with ADMA's management to assess such asset values as of the date of filing. Due to the preliminary nature of this valuation, certain asset values are based on a preliminary assessment using data available to ADMA management at the time of this filing for purposes of the unaudited pro forma combined financial statements. Upon consummation of the purchase transaction, such valuation will be finalized, with the final purchase price and fair value assessment of assets and liabilities based on a detailed analysis that has not yet been consummated.

Regulatory Approvals

The consummation of the Transaction does not require compliance with any material federal or state regulatory requirements or any other special regulatory approvals.

Federal Securities Law Consequences

The securities to be issued in the Transaction will be issued in reliance on the registration exemption contained in Section 4(a)(2) of the Securities Act, on the basis that the offer and sale of such securities does not involve a public offering.

NO DISSENTERS' RIGHTS OR APPRAISAL RIGHTS

Dissenter rights and appraisal rights are not available to holders of equity securities of the Company in connection with the proposed Transaction.

THE BPC THERAPY BUSINESS UNIT

Overview

The BPC Therapy Business Unit is part of Seller, a company headquartered in the United States with its registered office at 5800 Park of Commerce Blvd NW, Boca Raton, Florida 33487. Seller is a wholly owned subsidiary of Biotest, a public company located in Dreieich, Germany, whose preference shares are listed in the SDAX on the Frankfurt Stock Exchange (ETR: BIO).

The BPC Therapy Business Unit researches and manufactures biotherapeutic products with a specialization in immunology plasma protein products in the field of Primary Immune Deficiency ("PID") and various hyperimmune ("IG") products which are antibody specific to high titer for treatment of modality. The BPC Therapy Business Unit manufacturing facility located in Boca Raton was licensed by the FDA in October 2001 to produce commercial immune globulin products. Additionally, the facility has been certified by the German Health Authorities ("GHA"), and by the Plasma Protein Therapeutic Association ("PPTA") Quality Standards of Excellence, Assurance and Leadership ("QSEAL") program since 2008. The QSEAL standards surpass those of the regulatory agencies that define the minimum acceptability of plasma protein products. This facility underwent an extensive modernization and expansion, which was completed in July 2011. The changes expanded the manufacturing capacity and improved the compliance of the facility with current Good Manufacturing Practices ("cGMPs"). For plasma protein therapy products, the objective of cGMP compliance is to minimize risk, while maintaining adequate production to meet the therapeutic needs of patients. Through the use of scientifically sound design, the BPC Therapy Business Unit plant achieves a high level of quality.

In November 2014, the BPC Therapy Business Unit received a warning letter from the FDA (the "FDA Warning Letter") following an inspection of the Boca Raton manufacturing facility in the third quarter of that year, primarily related to its quality systems. The FDA revisited the facility in January 2016, but did not resolve the FDA Warning Letter. The BPC Therapy Business Unit is still permitted to manufacture existing products; however, approvals for new products or changes that do not provide for process improvements cannot be obtained while the FDA Warning Letter remains unresolved. As a result, the FDA has advised that only submissions that represent improvements to the BPC Therapy Business Unit compliance status would be approved. Therefore, it is a primary goal of the BPC Therapy Business Unit to remediate the observations and deficiencies that led to the issuance of the FDA Warning Letter.

As part of these remediation activities, controls over certain steps in manufacturing are being optimized. In December 2016, the BPC Therapy Business Unit temporarily suspended the commercial production of Bivigam® in order to focus on the completion of planned improvements to the process. Consequently it was communicated to the customers that Bivigam® will no longer be available for sale or distribution for at least the remainder of 2017.

Products

The BPC Therapy Business Unit has two FDA-approved plasma derived products, Nabi-HB® (Hepatitis B Immune Globulin (Human)) ("Nabi-HB®") and BIVIGAM® (Immune Globulin Intravenous (Human), 10% Liquid) ("Bivigam®").

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. When administered, the hepatitis B antibody contained in Nabi-HB® binds to the Hepatitis B virus and triggers its clearance by the body's immune system. Nabi-HB® has a well-documented record of long-term safety and effectiveness since its initial market introduction. 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. 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.

Bivigam® is an Immune Globulin Intravenous (Human), 10% Liquid, indicated for the treatment of primary humoral immunodeficiency. This includes, but is not limited to, agammaglobulinemia, common variable immunodeficiency ("CVID"), Wiskott-Aldrich syndrome and severe combined immunodeficiency ("SCID"). 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 human immunoglobulin G ("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, the BPC Therapy Business Unit temporarily suspended the commercial production of Bivigam® in order to focus on the completion of planned improvements to the process.

In addition to Nabi-HB® and Bivigam®, the BPC Therapy Business Unit also provides contract manufacturing services for third-party clients. The BPC Therapy Business Unit currently contracts manufacturing for Sanofi Pasteur, part of the Sanofi-Aventis Group, to fractionate human plasma used for the production of Imogam® Rabies-HT (Rabies Immune Globulin (Human) USP Heat Treated) and for ADMA to contract manufacture their lead innovative product candidate, RI-002. The BPC Therapy Business Unit also sells intermediates primarily to Biotest. The manufacture of immunoglobulins produces certain byproducts, several of which are sold to Biotest as intermediates and to a lesser extent to other third parties.

Manufacturing and Supply

In order to produce plasma-derived immunoglobulins products, raw material plasma is collected from human donors and then manufactured into specialized products. Plasma is collected from healthy donors at FDA-licensed plasma donation centers. Source plasma is collected at any one of over 400 FDA-licensed donation centers located throughout the US, 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. The BPC Therapy Business Unit obtains a portion of is plasma requirements for the manufacturing of its FDA-approved products from Seller's plasma collection network. For the BPC Therapy Business Unit's contract manufacturing services, a portion of the plasma requirements are met by Seller and a portion are provided by third-party customers.

After receipt of the source plasma into the BPC Therapy Business Unit's manufacturing facility, the frozen plasma is thawed and pooled and goes through a process called "fractionation." This process is referred to as the Cohn method or cold ethanol method of fractionation. The process was invented in the 1940's by E.J. Cohn. During cold ethanol fractionation, classes of proteins are precipitated and removed by centrifugation or filtration. Fractionation process includes the following steps; precipitation and adsorption, 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 BPC Therapy Business Unit's 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 BPC Therapy Business Unit's products comply with the requirements of the FDA and are safe and efficacious.

Research and Development

Civacir® is an investigational human polyclonal antibody product that contains antibodies against Hepatitis C Virus ("HCV"). Civacir was developed to prevent reinfection with Hepatitis C disease in HCV-positive liver transplant patients. Positive interim results from the phase III study were presented at the International Liver Congress in Vienna in April 2015. However, the expected market potential of Civacir has been reduced considerably due to highly effective oral therapies introduced in the market over the past few years. These antiviral therapies have reduced the post-liver transplant reinfection rate significantly. Due to the recent market developments and required further investment, the decision was made not to move forward with any further activities related to the commercialization and approval of Civacir.

The BPC Therapy Business Unit currently has no other investigational products in development.

Marketing, Sales and Distribution

As it relates to sales of Nabi-HB®, the BPC Therapy Business Unit sells through independent distributors, drug wholesalers acting as sales agents, specialty pharmacies and other alternate site providers. In the United States, 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.

The BPC Therapy Business Unit sales and marketing strategy for Bivigam® has significantly changed since its initial launch in 2013. Initially, the BPC Therapy Business Unit focused on selling Bivigam® directly to infusion centers using a specialized direct sales force. However, after not realizing the expected sales volumes, the BPC Therapy Business Unit sales strategy shifted towards utilizing a limited network of specialty distributors. On January 19, 2016, the BPC Therapy Business Unit entered into an agreement with Kedrion Biopharma Inc. (“Kedrion”), providing Kedrion with exclusive distribution rights of Bivigam® in the United States, and eliminated the internal sales force at that time. However, due to unforeseeable delays in the contractually required ramp-up of the manufacturing of Bivigam® experienced by Seller in 2016, the contract was terminated on January 17, 2017 (see Note 9 of the Carve-Out Financial Statements for further details). As a result of the termination of the Kedrion agreement, the BPC Therapy Business Unit plans on re-entering the market upon successful completion of the planned improvements to the Bivigam® process. The future sales and marketing strategy for Bivigam® is still to be determined.

Pharmaceutical Pricing and Reimbursement

All sales of the BPC Therapy Business Unit commercial products in the United States depend in part on the availability of reimbursement from third-party payers. Third-party payers include government health programs, managed care providers, private health insurers and other organizations. The BPC Therapy Business Unit products are reimbursed or purchased under several government programs, including Medicaid, Medicare Parts B and D, the 340B/Public Health Service (“PHS”) program, and pursuant to the BPC Therapy Business Unit 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.

Government Regulations

The BPC Therapy Business Unit operations and the products manufactured or sold by the BPC Therapy Business Unit are subject to extensive regulation by numerous government agencies. The FDA in the United States, the GHA in Europe, and other government agencies inside and outside of the United States, establish and regulate the requirements covering the testing, safety, effectiveness, manufacturing, labeling, promotion and advertising, distribution and post-market surveillance of the BPC Therapy Business Unit products. The BPC Therapy Business Unit must obtain specific approval from the FDA prior to marketing and selling its products. Even after the BPC Therapy Business Unit obtains regulatory approval to market a product, the product and the BPC Therapy Business Unit manufacturing processes and quality systems are subject to continued review by the FDA. State agencies in the United States also regulate the BPC Therapy Business Unit facilities, operations, employees, products and services within their respective states. The BPC Therapy Business Unit and its facilities are subject to periodic inspections and possible administrative and legal enforcement actions by the FDA and other regulatory agencies in the United States. Such actions may include warning letters (such as the FDA Warning Letter discussed above under “Overview”), product

recalls or seizures, monetary sanctions, injunctions to halt manufacture and distribution of products, civil or criminal sanctions, refusal of a government to grant approvals or licenses, and restrictions on operations or withdrawal of existing approvals and licenses. The BPC Therapy Business Unit takes great strides to ensure safety and efficacy of its products by improving the effectiveness of quality systems, and if necessary removing products not meeting specifications or applicable requirements from the market.

The BPC Therapy Business Unit is also subject to various laws inside and outside the United States concerning its relationships with healthcare professionals and government officials, price reporting and regulation, the promotion, sales and marketing of its products and services, the importation and exportation of its products, the operation of its facilities and distribution of its products. In the United States, the BPC Therapy Business Unit is subject to the oversight of the FDA, Office of the Inspector General within the Department of Health and Human Services ("OIG"), the Center for Medicare/Medicaid Services ("CMS"), the Department of Justice ("DOJ"), Environmental Protection Agency, Department of Defense and Customs and Border Protection in addition to others. For example, since the BPC Therapy Business Unit supplies products and services to healthcare providers that are reimbursed by federally funded programs, such as Medicare, the BPC Therapy Business Unit is subject to regulation by CMS and enforcement by OIG and DOJ.

Competition

The plasma products industry is highly competitive with ever-changing dynamics. The BPC Therapy Business Unit faces, and will continue to face, competition from both U.S.-based and foreign manufacturers of plasma-derived therapies, some of which have lower cost structure, greater capital, manufacturing facilities, resources for research and development, and marketing capabilities. In addition to competition from other large worldwide plasma products providers, the BPC Therapy Business Unit faces local competition from smaller entities. These competitors may include: Baxter HealthCare Corporation, CSL Behring, Grifols Biologicals, and Octapharma. Moreover, plasma-derived therapies generally face competition from non-plasma products and other courses of treatment.

Employees

The BPC Therapy Business Unit currently has approximately 219 employees, approximately 21% of whom are full-time employees whose services are shared ("Shared Services") between the BPC Therapy Business Unit and the plasma business of Seller. These Shared Services employees are located within Executive Management, Information Technology, Human Resources, Finance, Legal and Supply Chain departments. The costs associated with these Shared Services have been allocated to the BPC Therapy Business Unit using methodologies established by Seller's management and considered to be a reasonable reflection of the utilization of services needed to operate the BPC Therapy Business Unit. The existing 219 employees within the BPC Therapy Business Unit reflect a workforce reduction of 60 employees, resulting from changes implemented as part of restructuring activities necessary to streamline its operations (see Note 16 of the Carve-Out Financial Statements for further details). Further, the BPC Therapy Business Unit intends to use clinical research organizations ("CROs"), third parties and consultants to perform the BPC Therapy Business Unit post-marketing commitments.

Corporate Information

The BPC Therapy Business Unit is part of Biotest Pharmaceuticals Corporation, a company headquartered in the United States with its registered office at 5800 Park of Commerce Blvd NW, Boca Raton, Florida 33487. Seller is a wholly owned subsidiary of Biotest, a public company located in Dreieich, Germany, whose preference shares are listed in the SDAX on the Frankfurt Stock Exchange (ETR: BIO). Seller was formed on December 4, 2007 as part of the Biotest acquisition of Nabi Biopharmaceuticals Biologics business unit (the "Nabi Biologics SBU"). Seller maintains a website at www.biotestpharma.com; however, the information on, or that can be accessed through such website is inclusive of the entire operations of Seller, and not exclusive to the BPC Therapy Business Unit.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF THE BPC THERAPY BUSINESS UNIT

Results of Operations

The following discussion and analysis of the BPC Therapy Business Unit's financial condition and results of operations as of and for the years ended December 31, 2016 and 2015; should be read in conjunction with the Carve-Out Financial Statements and Notes thereto and with the information contained under "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" beginning on pages 17 and 45, respectively, of this proxy statement. The Carve-Out Financial Statements include allocations for certain corporate expenses incurred by Seller on behalf of the BPC Therapy Business Unit. Management believes the assumptions underlying the allocations in the Carve-Out Financial Statements of the BPC Therapy Business Unit are reasonable; however, the BPC Therapy Business Unit's financial position, results of operations, and cash flows may have been materially different if it was operated as a stand-alone entity as of and for the periods presented.

Year Ended December 31, 2016 Compared to Year Ended December 31, 2015

Summary Table

The following table presents a summary of the BPC Therapy Business Unit's results of operations for the year ended December 31, 2016 compared to the year ended December 31, 2015:

	For the Years Ended December 31,	
	2016	2015
Revenues, net	$ 76,505,037	$ 70,291,531
Cost of products sold	106,944,127	83,909,545
Gross loss	(30,439,090)	(13,618,014)
Selling, general and administrative expenses	28,237,172	26,891,160
Impairment charges	—	14,408,517
Research and development expenses	5,414,784	8,120,197
Operating loss	(64,091,046)	(63,037,888)
Financing costs	(157,176)	—
Interest income	7,447	9,308
Other income, net	7,445	62,101
Loss from continuing operations before income taxes	(64,233,330)	(62,966,479)
Provision for income taxes	(20,575)	(23,227)
Loss from continuing operations	(64,253,905)	(62,989,706)
Income from discontinued operations	—	2,994,385
Net loss	$ (64,253,905)	$ (59,995,321)

Revenue

The BPC Therapy Business Unit recorded revenue of $76.5 million during the year ended December 31, 2016 compared to $70.3 million during the year ended December 31, 2015. Revenue by product was as follows:

	For the Years Ended December 31,	
	2016	2015
Bivigam®	$ 48,003,407	$ 49,628,471
Nabi-HB®	7,688,119	7,835,719

Contract manufacturing and other	7,758,494	3,551,909
Biotest revenues	13,055,017	9,275,432
Total revenues	$ 76,505,037	$ 70,291,531

Biotest revenues in the table above consist of intermediates which are a by-product primarily from the Bivigam® production. The increase in revenues of $6.2 million from the year ended December 31, 2015 primarily reflects additional volumes of contract manufacturing and intermediate sales, partially offset by lower pricing for Bivigam®. The increase in intermediates that are sold to Biotest, relate to increased volumes of Bivigam® sold under the Kedrion distribution agreement. Please refer to Note 9 of the BPC Therapy Business Unit Carve-Out Financial Statements for further details on this agreement. Furthermore, in 2016, the BPC Therapy Business Unit began to sell more significant volumes of intermediates to third parties. These sales of $2.2 million for 2016 are included in the contract manufacturing and other line. The decrease in Bivigam® revenues, relates to the lower pricing associated with the Kedrion agreement, as Bivigam® sales volume increased by 29% over the year ended December 31, 2015. The lower transfer price in the Kedrion agreement took into consideration the selling and distribution costs that were eliminated by granting the distribution rights to Kedrion.

Cost of Products Sold

Cost of products sold was $106.9 million for the year ended December 31, 2016, an increase of $23.0 million from $83.9 million for the year ended December 31, 2015. Approximately $13.4 million of the increase in cost of products sold was related to the increased volumes. As noted above, Bivigam® volumes were up 29% over the prior year but the additional volume was more than offset by lower pricing on the revenue line.

Inventory provisions included in cost of products sold were $27.6 million recorded in the year ended December 31, 2016, compared to inventory provisions of $21.2 million recorded in the year ended December 31, 2015. Inventory provisions in 2016 include $9.8 million in lower of cost or market adjustments to Bivigam® as well as $9.9 million associated with Bivigam® validation batches. As part of the remediation of the FDA Warning Letter received in the fourth quarter of 2014, controls over certain steps in manufacturing are being optimized, and the BPC Therapy Business Unit manufactured validation batches under these revised processes. These modifications did not produce the expected results, resulting in the $9.9 million in write-offs. The inventory provision for 2016 also includes certain batches not approved for sale due to process changes that were not approved by the FDA as a result of the outstanding inspectional issues at the Boca Facility. These batches were written off completely due to the uncertainty around the eventual resolution of these inspectional issues and the limited dating remaining on the product. All the inventory write-offs in 2016 resulted in no Bivigam® inventory on hand as of December 31, 2016. Furthermore in December 2016, the BPC Therapy Business Unit temporarily suspended the production of Bivigam® in order to focus on the completion of planned improvements to the process and it is uncertain when production of Bivigam® will resume. As a result it was communicated, to customers that Bivigam® will not be available for sale or distribution at least through the end of 2017.

Inventory provisions in 2015 were largely influenced by a buildup of Bivigam® inventory during 2014. As a result, $7.9 million of short-dated inventory was written off in 2015, as the product had expiration dates in the first quarter of 2016. Also included in the 2015 inventory provisions was a write off of $3.8 million of inventory due to contamination of a raw material purchased from a supplier, as well as $2.6 million of Bivigam® conformance lots produced as part of the development of a new formulation. The intention of the new formulation was to make improvement to the existing product, pending review of the data and subsequent approval by the FDA. The test data did not support the expected results and after discussions with the FDA, a decision to not pursue the approval of the new formulation was reached and the inventory was written off. The year ended December 31, 2015 also included lower of cost or market adjustments on Bivigam® inventory of $4.1 million.

In addition to the factors discussed above, cost of goods sold was also influenced by higher unabsorbed manufacturing costs in 2016 compared to 2015. During 2016 there was a ramp up in staffing levels in order to be able to meet the anticipated production requirements of the Kedrion distribution agreement. Ultimately there was no increase in production, so the incremental costs were expensed in the period. After the termination of the Kedrion agreement, in

the first quarter of 2017, the staffing levels of the BPC Therapy Business Unit were reduced to be more in line with the levels in 2015. Please refer to Note 16 of the BPC Therapy Business Unit Carve-Out Financial Statements for additional information.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased by $1.3 million, from $26.9 million in the year ended December 31, 2015 to $28.2 million in the year ended December 31, 2016. Selling, marketing and distribution expenses were a large component in both years, comprising $22.8 million in 2016 and $21.6 million in 2015. The amount in 2016 included the $17.5 million termination fee associated with the Kedrion distribution agreement. The amount in 2015 included expenses associated with the revised commercialization strategy for Bivigam®. The initial launch of Bivigam® was more focused on selling directly to infusion centers; however, Seller was not able to achieve the expected volumes with this approach. At the end of 2014 and into 2015 the strategy shifted towards utilizing more specialty distributors. This caused a significant increase in fees paid to the specialty distributors for distribution, customer service, sales data reporting, advertising, telemarketing and other services, with fees paid to specialty distributors totaling $12.2 million in 2015.

General and administrative expenses increased by $0.1 million, from $5.3 million in the year ended December 31, 2015, to $5.4 million in the year ended December 31, 2016. Relocation and recruiting expenses, which are considered general and administrative expenses, increased from $0.7 million in 2015 to $0.9 million in 2016 due to the planned ramp up in the production of the BPC Therapy Business Unit as well as several key management organizational changes made in 2016.

Impairment Charges

The impairment charge of $14.4 million in 2015 relates to the write-off of capitalized costs associated with Civacir. Civacir is an investigational human polyclonal antibody product that contains antibodies against Hepatitis C virus (HCV). Civacir was developed with the intent to prevent reinfection with Hepatitis C disease in HCV-positive liver transplant patients. Positive interim results from the phase III study were presented at the International Liver Congress in Vienna in April 2015. However the expected market potential of Civacir has been reduced considerably due to highly effective oral therapies introduced in the market over the past few years. These antiviral therapies have reduced the post-liver transplant reinfection rate significantly. Furthermore, there is still a considerable capital investment required to produce Civacir commercially, related to the development of a viral inactivation facility. Due to the recent market developments and required further investment, the decision was made not to move forward with the technical requirements associated with the viral inactivation facility. The intangible asset related to Civacir of $11.1 million was written-off in 2015, as well as all HCV plasma raw material of $2.7 million and all capitalized engineering work surrounding the technical expansion of $0.6 million.

Research and Development Expenses (“R&D”)

R&D expenses were $5.4 million for the year ended December 31, 2016, a decrease of $2.7 million from $8.1 million for the year ended December 31, 2015. The decrease in R&D expenses during 2016 compared to 2015 is primarily attributable to the Phase III study associated with Civacir. Clinical trial and other Civacir related expenses were $1.3 million in the year ended December 31, 2016, compared to $4.5 million in the year ended December 31, 2015. As discussed in the impairment section above, an impairment charge was recorded in 2015 as the technical expansion requirements were halted and a decision was made not to move forward with the project. All patients had already been enrolled in the clinical trial, therefore these expenses carried forward into 2016. The BPC Therapy Business Unit currently does not expect to incur additional expenditures for Civacir in 2017; however there are certain post-marketing commitments related to Bivigam® which are expected to be ongoing. Expense associated with the initial set-up and planning for these Bivigam® trials were $0.9 million in the year ended December 31, 2016; while no expenses related to the post-marketing studies were incurred in the year ended December 31, 2015.

Other Income (Expense); Interest Expense

Non-operating expenses, including interest expenses, were $0.1 million in the year ended December 31, 2016, as the 2016 period included the assigned annual cost of the guarantee to the Kedrion agreement by Biotest. Since the BPC Therapy Business Unit is a group within Seller, the BPC Therapy Business Unit is dependent upon Seller for all of its working capital and financing requirements. Accordingly, the transfers of financial resources between Seller and the BPC Therapy Business Unit are reflected as a component of invested equity in lieu of cash, intercompany debt, and equity accounts. Therefore the results of the BPC Therapy Business Unit do not have any borrowing costs associated with its cash requirements.

Loss from Continuing Operations before Income Taxes

Loss from continuing operations before income taxes was $64.2 million for the year ended December 31, 2016, an increase of $1.2 million from $63.0 million for the year ended December 31, 2015, for the reasons previously stated.

Provision for Income Taxes

The BPC Therapy Business Unit has a valuation allowance against all of its deferred tax assets including all NOLs. Therefore there is no tax benefit recognized associated with the losses in 2016 or 2015. The provisions in both years of less than $0.1 million are associated with taxes required in certain state jurisdictions.

Income from Discontinued Operations

Income from discontinued operations in 2015 relate to a separate manufacturing suite within the Boca Facility that was used to manufacture tregalizumab (BT-061), a monoclonal antibody that was a development product of Biotest for treatment of rheumatoid arthritis. In April 2015, Biotest announced that the Phase IIb trial for BT-061 did not meet its primary endpoint. Biotest subsequently notified Seller that the contract manufacturing services related to BT-061 were no longer required. Biotest provided Seller a termination fee of $13.2 million, and Seller consequently wrote down all assets dedicated to the BT-061 production to no value. Currently this area of the Boca Facility remains idle.

Net Loss

Net loss was $64.3 million for the year ended December 31, 2016, an increase of $4.3 million from $60.0 million for the year ended December 31, 2015, for the reasons previously stated.

Net Cash Used in Operating Activities

Net cash used in operating activities was $11.2 million for year ended December 31, 2016. The net loss for this period was higher than net cash used in operating activities by $53.0 million. This was primarily attributable to a decrease in inventories of $36.9 million, of which $38.9 million was associated with Bivigam® due to the production issues encountered in 2016. Additionally there was a provision of $17.5 million recorded related to the termination of the Kedrion distribution agreement, which was settled in the first quarter of 2017.

Net cash used in operating activities was $20.5 million for the year ended December 31, 2015. The net loss for this period was higher than net cash used in operating activities by $39.4 million, which was primarily attributable to non-cash expenses of $17.8 million associated with depreciation, amortization and impairment charges. Additionally inventories decreased $21.5 million, largely associated with inventory provisions recorded in the period. Cash provided by discontinued operations of $10.6 million, largely consisting of the termination fee for manufacturing of BT-061, was offset by an increase in accounts receivable of $11.1 million, primarily related to the additional Bivigam® sales.

Net Cash Used in Investing Activities

Net cash used in investing activities was $1.4 million and $2.8 million for the years ended December 31, 2016 and 2015, respectively. In both periods the cash used was largely for capital expenditures.

Net Cash Provided by Financing Activities

Net cash provided by financing activities totaled $12.6 million for the year ended December 31, 2016 and $23.3 million for the year ended December 31, 2015 and consisted entirely of funding provided by Seller.

Liquidity and Capital Resources

Historically all financial needs of the BPC Therapy Business Unit have been provided by the Plasma Strategic Business Unit of Seller and Biotest. On January 20, 2017, Seller entered into a definitive agreement with ADMA to sell certain assets of the BPC Therapy Business Unit to ADMA. Refer to Note 15 to the BPC Therapy Business Unit's Carve-Out Financial Statements for additional details on this transaction. Upon the closing of the anticipated Transaction, the funding requirements of the BPC Therapy Business Unit will need to be satisfied by ADMA.

The BPC Therapy Business Unit has experienced net losses and negative cash flows from operations and expects these conditions to continue at least through the foreseeable future. In particular there are several challenges in the upcoming year, which raise substantial doubt about its ability to operate as a going concern as a stand-alone business. Foremost, the BPC Therapy Business Unit needs to remediate the concerns expressed in a Warning Letter received from the FDA in November 2014, following an inspection of the Boca Raton manufacturing facility in the third quarter of that year. The FDA revisited the facility in January 2016, but did not close out the FDA Warning Letter. As part of the remediation activities, controls over certain steps in manufacturing are being optimized. The initial validation batches of Bivigam® manufactured under certain of these revised processes did not produce the expected results. This resulted in substantial inventory write-offs in 2016 and the decision to temporarily suspend the commercial production of Bivigam® in December 2016. It was communicated to customers that Bivigam® will not be available for sale or distribution for at least the remainder of 2017.

There is uncertainty as to whether the BPC Therapy Business Unit will be able to operate at a profitable level in the future given the relatively small size of the BPC Therapy Business Unit and competitive environment in which it operates. Furthermore, there is no assurance and no definitive timeline as to when or if the FDA Warning Letter will be resolved by the FDA. These factors could have a material adverse effect on our Company.

As of December 31, 2016, the BPC Therapy Business Unit had working capital of $11.4 million, a decrease of $51.6 million from $63.0 million at December 31, 2015. The decrease in working capital includes $36.9 million related to inventories, which includes a decrease in Bivigam® inventories of $38.9 million due to the issues in production discussed above. As of December 31, 2016, there was no Bivigam® inventory on hand.

Recent Accounting Pronouncements

In January 2017, the Financial Accounting Standards Board ("FASB") issued ASU No. 2017-01, Business Combinations (Topic 805), Clarifying the Definition of a Business, which provides additional guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The guidance is effective for public entities for annual periods beginning after December 15, 2017, including interim periods within that period. The adoption of this guidance is not expected to have a material impact on the BPC Therapy Business Unit's Carve-Out Financial Statements.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), 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. The BPC Therapy Business Unit is currently evaluating the impact the standard may have on its financial reporting and related disclosures.

In November 2015, the FASB issued ASU No. 2015-17, Income Taxes (Topic 740), Balance Sheet Classification of Deferred Taxes, which includes amendments that require deferred tax liabilities and assets be classified as non-current in a classified statement of financial position. The amendments in this ASU are effective for financial statements

issued for annual periods beginning after December 15, 2017, and interim periods within annual periods beginning after December 15, 2018. Earlier application is permitted as of the beginning of an interim or annual reporting period. The standard was elected to be early-adopted for both periods presented in the attached BPC Therapy Business Unit Carve-Out Financial Statements. The adoption of this ASU did not have a material impact on the BPC Therapy Business Unit's Carve-Out Financial Statements or related disclosures.

The attached Carve-Out Financial Statements consider the application of Accounting Standards Update or ASU No. 2015-11, Inventory (Topic 330): Simplifying the Measurement of Inventory, issued by the FASB in July 2015. The standard requires entities to measure most inventory "at the lower of cost and net realizable value," thereby simplifying the current guidance under which an entity must measure inventory at the lower of cost or market (market in this context is defined as one of three different measures, one of which is net realizable value). The standard was elected to be early-adopted since it aligns with the guidance under International Financial Reporting Standards ("IFRS"). Seller's historical financial statements are prepared in accordance with IFRS.

In August 2014, the FASB issued ASU No. 2014-15, Presentation of Financial Statements-Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern, which defines management's responsibility to assess an entity's ability to continue as a going concern, and to provide related footnote disclosures if there is substantial doubt about its ability to continue as a going concern. The pronouncement is effective for annual reporting periods ending after December 15, 2016 with early adoption permitted. The adoption of this guidance did not have a material impact on the BPC Therapy Business Unit's Carve-Out Financial Statements.

In May 2014, FASB issued ASU No. 2014-09, Revenue from Contracts with Customers, which requires that an entity recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to its customers. In order to achieve this core principle, an entity should apply the following steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfies a performance obligation. This update will replace existing revenue recognition guidance under U.S. GAAP when it becomes effective for the BPC Therapy Business Unit beginning January 1, 2018, with early adoption permitted in the first quarter of 2017. The updated standard will permit the use of either the retrospective or cumulative effect transition method. The BPC Therapy Business Unit is currently evaluating the impact of this update on its financial reporting.

Critical Accounting Policies and Estimates

This Management's Discussion and Analysis of Financial Condition and Results of Operations is based on the BPC Therapy Business Unit's Carve-Out Financial Statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP. The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. These estimates and assumptions are evaluated on an ongoing basis, including those described below. The estimates are based on historical experience and on various other assumptions that are believed 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.

Some of the estimates and assumptions 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 summarized accounting policies and their application are considered to be critical to understanding the BPC Therapy Business Unit business operations, financial condition and results of operations.

Allocation of Shared Expenses

The BPC Therapy Business Unit and Plasma Strategic Business Unit are the two operating segments of Seller. Currently the business units share resources in a number of areas, including Executive Management, Information Technology, Human Resources, Finance, Legal and Supply Chain. The costs associated with these services and support functions have been allocated to the BPC Therapy Business Unit using methodologies established by Seller's

management and considered by Seller's management to be a reasonable reflection of the utilization of services needed to operate the BPC Therapy Business Unit. For additional information on these cost allocations, refer to Note 3 of the BPC Therapy Business Unit Carve-Out Financial Statements.

Inventory Provisions

The BPC Therapy Business Unit has had considerable manufacturing problems over the past several years, and as a result, inventory provisions are a significant component of cost of goods sold. There is heavy reliance placed on the quality systems of the BPC Therapy Business Unit to determine whether a batch is releasable for final commercial sale. In a number of cases, this determination is made well after the original loss event occurred. This is primarily due to the number of investigations and testing required when a product does not meet specifications. A substantial amount of judgment is also required in assessing whether or not a batch requires a write-off prior to the completion of the investigations and testing. Further, significant assumptions have to be made in regards to future sales levels, when determining if and when provisions associated with product nearing its expiration should be recorded.

Fair Value Measurements Associated with Impairments

The BPC Therapy Business Unit recorded several impairments in 2015 and 2014. This required the impaired assets to be written down to their fair value. Fair value is the price that would be received to sell an asset in an arm’s length transaction between market participants. It is a market-based measurement, rather than an entity-specific measurement. In the case of the Civacir impairment recorded in 2015, the measurement was more straight-forward as the assets associated with the Civacir product were dedicated assets with no alternative use. Therefore the assets were written down to no value. In the case of the Boca land and facilities, reflected on the opening balance sheet of the BPC Therapy Business Unit’s Carve-Out Financial Statements, the BPC Therapy Business Unit obtained an appraisal of the properties from an independent third-party. Further, all the equipment in the Boca Facility on the opening balance sheet of the BPC Therapy Business Unit's Carve-Out Financial Statements was written down to no value, due to their very specialized nature.

Net Product Sales

The BPC Therapy Business Unit estimates allowances for revenue dilution items related to the BPC Therapy Business Unit’s marketed products using a combination of information received from third parties, including market data, inventory reports from the BPC Therapy Business Unit’s wholesaler customers, and historical information and analysis that the BPC Therapy Business Unit performs. Medicaid rebates include significant assumptions on the activity in the sales channel after a product is sold, as the time between the initial sale of product to a wholesaler or distributor and when the product might be claimed through a rebate must be estimated. Chargeback allowances require less estimates, as inventory data from the wholesaler customers is provided on a monthly basis. These inventory reports, as well as the historical purchasing patterns of group purchasing organizations are the basis of estimating the sales that are expected to be adjusted by a chargeback credit. The remaining revenue dilution items; prompt pay, distributor discounts and other discounts and incentive buys are more directly tied into the initial sale, therefore these estimates are more straightforward. We do not estimate a returns reserve, as the BPC Therapy Business Unit’s policy limits returns to damaged product or shipping errors.

THE TRANSACTION PROPOSAL

ADMA's stockholders are being asked to approve the Transaction, including the Stock Issuance and the other transactions and agreements contemplated by the Purchase Agreement as described under "The Transaction."

Vote Required

Pursuant to the Purchase Agreement and to satisfy the applicable rules of NASDAQ, the adoption of the Transaction Proposal, which includes the Transaction and the Stock Issuance, requires approval by the affirmative vote of the holders of a majority of the outstanding shares of ADMA's common stock. Pursuant to Section 271(a) of the DGCL, the sale of the Transferred ADMA Biocenters in connection with the Transaction Proposal requires approval by the affirmative vote of the holders of a majority of the outstanding shares of ADMA's common stock.

In accordance with the Voting Agreement, stockholders representing 50.59% of the issued and outstanding voting securities of ADMA as of the date of execution of such agreement have agreed to vote in favor of the Transaction Proposal. The Voting Agreement includes a cap of 25% on the aggregate voting percentage covered by all such agreements, taken together, if, in response to a "Superior Transaction" (as defined in the Purchase Agreement) received by the Board, the Board makes an "Adverse Recommendation Change" (as defined in the Purchase Agreement) in accordance with Section 6.8 of the Purchase Agreement and it does not terminate the Purchase Agreement.

Consequences if the Transaction Proposal is Not Approved

Approval of the Transaction Proposal is a condition to the consummation of the Transaction. If the Transaction Proposal is not approved, the Transaction will not be consummated. The Company would also be subject to a termination fee or expense reimbursement for failure to obtain approval of the Transaction Proposal. See "The Transaction—Description of the Purchase Agreement—Termination of the Purchase Agreement and Termination Fee").

Board Recommendation

After careful consideration, the Board determined that the Transaction Proposal is advisable and in the best interests of ADMA and its stockholders. On the basis of the foregoing, the Board has approved and declared advisable the Transaction Proposal and recommends that you vote "FOR" the Transaction Proposal.

THE CHARTER PROPOSAL

We are proposing to amend and restate our certificate of incorporation to make the following change. The amended and restated certificate of incorporation (the "Charter") is attached as Annex B and is incorporated into this proxy statement by reference. You are encouraged to read the Charter in its entirety.

The Charter Proposal

Our existing certificate of incorporation provides that the total number of shares of capital stock that we are authorized to issue is 85,000,000. We are proposing to amend the certificate of incorporation to allow ADMA to issue 8,591,160 additional shares that will be designated as a new class of non-voting common stock. The non-voting common stock is intended to have the same rights and privileges and rank equally, share ratably and be identical in all respect to ADMA's common stock as to all matters except that the non-voting common stock will not have voting rights. The non-voting common stock is convertible into common stock:

- upon the earliest to occur of (1) the expiration or earlier termination of the Standstill Period (as defined in the Stockholders Agreement), (2) immediately prior to the consummation of any Liquidation Event (as defined in the Stockholders Agreement) and (3) immediately prior to the taking of any action by the Board or earlier record date for any vote of stockholders in connection with any insolvency, voluntary or involuntary bankruptcy, liquidation or assignment for the benefit of creditors of the Company or termination of the Company's status as a reporting company under the Exchange Act;

- upon consummation of a Permitted Sale (as defined in the Charter);

- at the option of the holder thereof, if (1) it is the subject of a legally binding sale agreement to be sold in a transaction constituting a Permitted Sale, (2) it is required to be registered under the Securities Act pursuant to the terms of such sale agreement, (3) the common stock into which such share otherwise would automatically convert upon the consummation of such Permitted Sale constitutes a "Registrable Security" under the Registration Rights Agreement, (4) the holder delivers a legally binding agreement not to vote the common stock into which such share is converted until the earlier of the consummation of such Permitted Sale or the termination of the Standstill Period, and (5) the holder follows certain other notice procedures necessary to exercise its optional conversion rights;

- at the option of the holder thereof, if (1) it intends and irrevocably commits to the Company to use its reasonable efforts to sell such common stock in the public market within sixty days of such notice and such sale constitutes a Permitted Sale (a "Market Sale"); (2) it has executed and delivered to the Company a legally binding written agreement enforceable by the Company that, prior to the earlier of (A) the consummation of such Market Sale and (B) the expiration or earlier termination of the Standstill Period in accordance with and pursuant to the terms and conditions of the Stockholders Agreement, such holder shall not vote any of the common stock issued to such holder upon conversion of such converted share of non-voting common stock; (3) such Market Sales shall be conducted in compliance with all applicable requirements of the Securities Act; and (4) it follows certain other notice procedures necessary to exercise its optional conversion rights; and

- at the option of the holder thereof, if (1) the Company issues additional shares of common stock (a "Dilutive Issuance"), (2) as a result of such Dilutive Issuance, the percentage of the voting power of the Company represented by all shares of common stock held by Biotest immediately following the Dilutive Issuance is lower than the voting percentage of all shares of common stock held by Biotest immediately prior to the Dilutive Issuance, and (3) the holder follows certain other notice procedures necessary to exercise its optional conversion rights; provided, however, that the maximum number of shares of non-voting common stock that may be converted in respect of a Dilutive Issuance is the number of shares that, upon conversion, results in the voting percentage of all shares of

common stock held by Biotest immediately following such conversion being equal to the voting percentage of all shares of common stock held by Biotest immediately prior to the Dilutive Issuance.

The Charter also contains the below changes and new provisions and articles:

- conforming and clarifying changes to the terms of the common stock, including regarding the requirements as to equal payment of dividends on the common stock as on the non-voting common stock, subdivisions and combinations of outstanding shares of common stock and non-voting common stock, and relative priority in any dissolution, liquidation or winding up of the Company;

- a new provision setting a minimum and maximum size of the Board of not less than five and not more than 11 members, with the then-authorized number within such range continuing to be fixed by or in the manner provided in the by-laws, but subject to the rights of holders of any series of preferred stock to elect additional directors;

- a new provision requiring that any newly created directorships or vacancies on the Board may be filled only by the Board, but subject to the rights of holders of any series of preferred stock and to the terms and conditions of the Stockholders Agreement;

- a new Article IX limiting the indemnification and advancement rights that the Company is obligated to provide to current and former directors and officers, as opposed to all persons that the Company has the power to indemnify as currently provided in Section 8 of the Charter. In addition, the new Article IX specifies that these mandatory indemnification and advancement rights do not extend to proceedings (or parts thereof) initiated by the current or former director or officer unless the commencement of such proceeding (or part thereof) was authorized by the Board. The new Article IX also contains various procedures and other matters relating to these indemnification and advancement rights not previously specified in the existing certificate of incorporation; and

- a new Article XI designating the Court of Chancery of the State of Delaware (or, if that court lacks jurisdiction, the Superior Court of the State of Delaware or, if that court also lacks jurisdiction, the U.S. District Court for the District of Delaware) as the sole and exclusive forum for stockholders to bring any derivative action on behalf of the Company, and action asserting a claim of breach of fiduciary duty owned by any current or former director, officer, employee or agent of the Company to the Company or the Company’s stockholders, any action asserting a claim arising under the DGCL or the Company’s Charter or bylaws, or any action asserting a claim governed by the internal affairs doctrine.

Reasons for the Charter Proposal

The creation of and the terms of the non-voting common stock were the subject of negotiation between the Company and Biotest in connection with the Transaction, and (assuming stockholders approve the Charter Proposal) all of the authorized shares of non-voting common stock will be issued to Biotest as part of the consideration paid by the Company in connection with the Transaction.

The conforming changes to the terms of the common stock were necessary to effect various equal treatment provisions for the non-voting common stock insisted on by Biotest during the negotiations referred to above.

The other changes to the existing certificate of incorporation regarding the size of the Board, power to fill newly created directorships and vacancies, indemnification and advancement rights, and the exclusive forum selection provision, were determined by the Board to be desirable and in the best interests of the Company and its stockholders. Because stockholder approval of the Charter is necessary to create the non-voting common stock in connection with the Transaction, the Board deemed it advisable to propose these additional, desirable revisions to the existing certificate of incorporation as part of the same amendment process.

Consequences if the Charter Proposal is Not Approved

If the Charter is not approved, the existing certificate of incorporation of the Company, as amended to date, will remain in full force and effect and the Transaction will not be consummated. The Company would also be subject to a termination fee or expense reimbursement for failure to obtain approval of the Charter Proposal (see The Transaction—The Purchase Agreement—Termination of the Purchase Agreement and Termination Fee).

Vote Required

Pursuant to Section 242(b)(1) of the DGCL and the Purchase Agreement, the adoption of the Charter Proposal requires approval by the affirmative vote of the holders of a majority of the outstanding shares of ADMA's common stock.

Approval of the Charter Proposal is a condition to the completion of the Transaction. If the Charter Proposal is approved, the Company plans to adopt the Charter even if the Transaction is not successfully consummated.

In accordance with the Voting Agreement, stockholders representing 50.59% of the issued and outstanding voting securities of ADMA as of the date of execution of such agreement have agreed to vote in favor of the Charter Proposal. The Voting Agreement includes a cap of 25% on the aggregate voting percentage covered by all such agreements, taken together, if, in response to a "Superior Transaction" (as defined in the Purchase Agreement) received by the Board, the Board makes an "Adverse Recommendation Change" (as defined in the Purchase Agreement) in accordance with Section 6.8 of the Purchase Agreement and it does not terminate the Purchase Agreement.

Board Recommendation

After careful consideration, the Board determined that the Charter Proposal is advisable and in the best interests of ADMA and its stockholders. On the basis of the foregoing, the Board has approved and declared advisable the Charter Proposal and recommends that you vote "FOR" the Charter Proposal.

THE 2014 PLAN PROPOSAL

We are proposing to amend and restate our 2014 Plan to authorize additional shares for issuance under the 2014 Plan, as well as increase the additional shares to be authorized under the "evergreen" provision of our 2014 Plan. The amended 2014 Plan is attached as Annex G and is incorporated into this proxy statement by reference. You are encouraged to read the amended and restated 2014 Plan in its entirety.

The 2014 Plan Proposal

On March 15, 2017, our Board unanimously approved (subject to stockholder approval), and recommended that the stockholders approve, the amendment and restatement of the 2014 Plan to (i) authorize an additional 2,000,000 shares for issuance under the 2014 Plan, increasing our remaining shares reserved for issuance (i.e., not subject to outstanding awards) under the 2014 Plan and the 2007 Employee Stock Option Plan from 334,940 to 2,334,940, and (ii) modify the 2014 Plan's evergreen provision such that the annual increase in each calendar year from 2018 through 2022 to such reserve will be equal to 4% of our outstanding shares of common stock at the end of the preceding fiscal year, or any lesser number of shares of common stock determined by the Board; provided, however, that no more than an aggregate of 10,000,000 shares of common stock may be issued pursuant to incentive stock options intended to qualify under Section 422 of the Internal Revenue Code. The Board believes that this increase is necessary to ensure an adequate reserve of shares for grants of future equity-based awards under the 2014 Plan, which represent a key element in our ability to attract and retain key executives and employees. In addition, stockholder approval of the amendment and restatement of the 2014 Plan will also include approval of the performance criteria and performance-based provisions of the 2014 Plan, so that we may make grants under the 2014 Plan that are intended to qualify as performance-based compensation for purposes of Section 162(m) of the Internal Revenue Code, further details of which are included below. The performance criteria under the amended and restated 2014 Plan are generally consistent with the criteria that were previously approved by our stockholders under the 2014 Plan prior to the amendment and restatement described herein. If our stockholders approve the amendment and restatement of the 2014 Plan, the amendment and restatement will be effective as of the date of such stockholder approval. If our stockholders do not approve the amendment and restatement, the 2014 Plan will remain in effect in its current form.

As of the Record Date, there were a total of 1,689,687 shares subject to outstanding awards under the 2014 Plan and the 2007 Employee Stock Option Plan and 334,940 remaining shares of stock reserved for issuance under the 2014 Plan and the 2007 Employee Stock Option Plan.

The following description of the 2014 Plan is a summary, does not purport to be a complete description of the 2014 Plan, and is qualified in its entirely by the full text of the 2014 Plan.

Description of the 2014 Plan

Purpose

The 2014 Plan includes comprehensive provisions for the grant of various types of equity-based and cash awards intended to give to the Board and the Company's Compensation Committee (the "Compensation Committee") flexibility to (i) allow selected employees of and consultants to the Company and its subsidiaries to acquire or increase equity ownership in the Company, thereby strengthening their commitment to the success of the Company and stimulating their efforts on behalf of the Company, and to assist the Company and its subsidiaries in attracting new employees, officers and consultants and retaining existing employees and consultants; (ii) provide annual cash incentive compensation opportunities that are competitive with those of other peer corporations; (iii) optimize the profitability and growth of the Company and its subsidiaries through incentives which are consistent with the Company's goals; (iv) provide grantees with an incentive for excellence in individual performance; (v) promote teamwork among

employees, consultants and non-employee directors; and (vi) attract and retain highly qualified persons to serve as non-employee directors and to promote ownership by such non-employee directors of a greater proprietary interest in the Company, thereby aligning such non-employee directors' interests more closely with the interests of the Company's stockholders.

General

The 2014 Plan covers the grant of awards to employees (including officers), non-employee consultants and non-employee directors of the Company or affiliates of the Company. Awards under the 2014 Plan may consist of shares of common stock for delivery in settlement of awards (including incentive stock options) or cash awards.

Administration of the 2014 Plan

The 2014 Plan is administered by the Compensation Committee of the Board or by the full Board. The Board or the Compensation Committee may delegate any or all of its administrative authority to the Chief Executive Officer or to a management committee except with respect to awards to executive officers who are subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and awards that are intended to comply with the performance-based exception to tax deductibility limitations under Section 162(m) of the Internal Revenue Code. In addition, the full Board must serve as the Compensation Committee with respect to any awards to non-employee directors.

The stock delivered to settle awards made under the 2014 Plan may be authorized and unissued shares or treasury shares, including shares repurchased by the Company for purposes of the 2014 Plan. If any shares subject to any award granted under the 2014 Plan (other than a substitute award) are forfeited or otherwise terminated without delivery of such shares (or if such shares are returned to the Company due to a forfeiture restriction under such award), the shares subject to such awards will again be available for issuance under the 2014 Plan. However, any shares that are withheld or applied as payment for shares issued upon exercise of an award or for the withholding or payment of taxes due upon exercise of the award will continue to be treated as having been delivered under the 2014 Plan and will not again be available for grant under the 2014 Plan.

If a dividend or other distribution (whether in cash, shares of common stock or other property), recapitalization, forward or reverse stock split, subdivision, consolidation or reduction of capital, reorganization, merger, consolidation, scheme of arrangement, split-up, spin-off or combination involving the Company or repurchase or exchange of shares or other securities of the Company, or other rights to purchase shares of the Company's securities or other similar transaction or event affects the common stock of the Company such that the Compensation Committee determines that an adjustment is appropriate in order to prevent dilution or enlargement of the benefits (or potential benefits) provided to grantees under the 2014 Plan, the Compensation Committee may make an equitable change or adjustment as it deems appropriate in the number and kind of securities subject to awards (whether or not then outstanding) and the related exercise price relating to an award.

The maximum number of shares of common stock that may be subject to awards granted to any individual in a single calendar year may not exceed one million shares. In addition, the maximum value of all awards to be settled in cash or property other than the Company's common stock that may be granted to any individual in a single calendar year may not exceed $1.0 million. These limitations apply to the calendar year in which the awards are granted and not the year in which such awards settle.

Types of Awards

The 2014 Plan permits the granting of any or all of the following types of awards to all grantees:

- stock options, including incentive stock options ("ISOs");
- stock appreciation rights ("SARs");

·restricted stock;

·deferred stock and restricted stock units; and

·other stock-based awards.

Generally, awards under the 2014 Plan may be granted for no consideration other than prior and future services. Awards granted under the 2014 Plan may, in the discretion of the Compensation Committee, be granted alone or in addition to, in tandem with or in substitution for, any other award under the 2014 Plan or other plan; provided, however, that if a SAR is granted in tandem with an ISO, the SAR and ISO must have the same grant date and term and the exercise price of the SAR may not be less than the exercise price of the ISO. The material terms of each award will be set forth in a written award agreement between the grantee and the Company.

Stock Options and SARs. The Compensation Committee may award grants of SARs and stock options (including ISOs except that an ISO may only be granted to an employee of the Company or one of its subsidiary corporations). A stock option allows a grantee to purchase a specified number of shares of common stock at a predetermined price per share (the "exercise price") during a fixed period measured from the date of grant. A SAR entitles the grantee to receive the excess of the fair market value of a specified number of shares on the date of exercise over a predetermined exercise price per share. The exercise price of an option or a SAR will be determined by the Compensation Committee and set forth in the award agreement but the exercise price may not be less than the fair market value of a share of common stock on the grant date. The term of each option or SAR is determined by the Compensation Committee and set forth in the award agreement, except that the term may not exceed 10 years. Options may be exercised by payment of the purchase price through one or more of the following means: payment in cash (including personal check or wire transfer), by delivering shares of the Company's common stock previously owned by the grantee, or with the approval of the Compensation Committee, by delivery of shares of common stock acquired upon the exercise of such option or by delivering restricted shares. The Compensation Committee may also permit a grantee to pay the exercise price of an option through the sale of shares acquired upon exercise of the option through a broker-dealer to whom the grantee has delivered irrevocable instructions to deliver sales proceeds sufficient to pay the purchase price to the Company.

Restricted Shares. The Compensation Committee may award restricted shares consisting of shares of common stock which remain subject to a risk of forfeiture and may not be disposed of by grantees until certain restrictions established by the Compensation Committee lapse. The vesting conditions may be service-based (i.e., requiring continuous service for a specified period) or performance-based (i.e., requiring achievement of certain specified performance objectives) or both. A grantee receiving restricted shares will have all of the rights of a stockholder, including the right to vote the shares and the right to receive any dividends, except as otherwise provided in the award agreement. Upon termination of the grantee's affiliation with the Company during the restriction period (or, if applicable, upon the failure to satisfy the specified performance objectives during the restriction period), the restricted shares will be forfeited as provided in the award agreement.

Restricted Stock Units and Deferred Stock. The Compensation Committee may also grant restricted stock unit awards and/or deferred stock awards. A deferred stock award is the grant of a right to receive a specified number of shares of common stock at the end of specified deferral periods or upon the occurrence of a specified event, which satisfies the requirements of Section 409A of the Internal Revenue Code. A restricted stock unit award is the grant of a right to receive a specified number of shares of common stock upon lapse of a specified forfeiture condition (such as completion of a specified period of service or achievement of certain specified performance objectives). If the service condition and/or specified performance objectives are not satisfied during the restriction period, the award will lapse without the issuance of the shares underlying such award.

Restricted stock units and deferred stock awards carry no voting or other rights associated with stock ownership. The award agreement will provide whether grantees may receive dividend equivalents with respect to restricted stock units or deferred stock, and if so, whether such dividend equivalents are distributed when credited or deemed to be reinvested in additional shares of restricted stock units or deferred stock.

Other Stock-Based Awards. In order to enable the Company to respond to material developments in the area of taxes and other legislation and regulations and interpretations thereof, and to trends in executive compensation practices, the 2014 Plan authorizes the Compensation Committee to grant awards that are valued in whole or in part by reference to or otherwise based on the Company's securities. The Compensation Committee determines the terms and conditions of such awards, including consideration paid for awards granted as share purchase rights and whether awards are paid in shares or cash.

Awards may be settled in cash, stock, other awards or other property, in the discretion of the Compensation Committee.

Awards Meeting the Performance-Based Compensation Exception Under Section 162(m) of the Internal Revenue Code. Section 162(m) of the Internal Revenue Code provides that the Company is not entitled to claim a tax deduction for compensation in excess of $1.0 million to the chief executive officer and the 3 other highest paid officers of the Company (other than the chief financial officer) in any tax year. For purposes of applying this deduction limit, the Company may exclude performance-based compensation that meets certain conditions. If the Compensation Committee decides to grant an award that meets the "performance-based" exception under Section 162(m) of the Internal Revenue Code, it will require satisfaction of pre-established objective performance goals, consisting of one or more business criteria and a targeted performance level with respect to such criteria, as a condition for the grant of any such incentive award or for the exercise or settlement of any such incentive award granted under the 2014 Plan.

The performance measure(s) that may be used for purposes of any awards (other than stock options or SARs) that are intended to satisfy the "performance-based" exception to tax deductibility limitations under Section 162(m) will be chosen from among the following: the attainment by a share of common stock of a specified fair market value for a specified period of time or within a specified period of time; earnings per share; earnings per share from continuing operations; total stockholder return; return on assets; return on equity; return on capital; earnings before or after taxes, interest, depreciation, and/or amortization; return on investment; interest expense; cash flow; cash flow from operations; revenues; sales; costs; assets; debt; expenses; inventory turnover; economic value added; cost of capital; operating margin; gross margin; net income before or after taxes; operating earnings either before or after interest expense and either before or after incentives or asset impairments; attainment of cost reduction goals; revenue per customer; customer turnover rate; asset impairments; financing costs; capital expenditures; working capital; strategic business criteria, consisting of one or more objectives based on meeting specified revenue, market penetration, geographic business expansion goals, objectively identified project milestones, production volume levels, cost targets, and goals relating to acquisitions or divestitures; objective measures of customer satisfaction, aggregate product price and other product price measures; safety record; service reliability; debt rating; and achievement of business and operational goals, such as market share, new products, and/or business development. The applicable performance measure for options and SARs is the appreciation in the value of the stock after the date of grant.

Applicable performance measures may be applied on a pre- or post-tax basis, may be expressed in absolute or relative levels and may be based upon a set increase, set positive result, maintenance of the status quo, set decrease, or set negative result. Any one or more performance measures may apply to a grantee, a department, unit, division, or function within the Company or any one or more of its affiliates, and may apply either alone or relative to the performance of other businesses or individuals (including industry or general market industries). In addition, the Compensation Committee may provide that the formula for such award may include or exclude certain items to measure specific objectives, such as losses from discontinued operations, extraordinary gains or losses, the cumulative effect of accounting changes, acquisitions or divestitures, foreign exchange impacts and any unusual, nonrecurring gain or loss.

The Compensation Committee has the discretion to adjust the determinations of the degree of attainment of the pre-established performance goals; provided, however, that awards which the Compensation Committee intends to qualify for the performance-based exception to the tax deduction limitations under Section 162(m) of the Internal Revenue Code may not be adjusted upward unless the Compensation Committee intends to amend the award to no longer qualify for the performance-based exception. The Compensation Committee retains the discretion in all events to adjust such awards downward.

Number of Shares Available for Grant Under the 2014 Plan-Evergreen Provision

The maximum number of shares reserved for delivery under the 2014 Plan as of the amendment date, giving effect to the proposed amendment to the 2014 Plan, shall be:

(a) 2,334,940 shares, less any shares available as of such date for issuance under the Company's 2007 Employee Stock Option Plan; plus

(b) an annual increase to be added 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 of common stock determined by the Board; provided, however, that no more than an aggregate of 10,000,000 shares of common stock may be issued pursuant to incentive stock options intended to qualify under Section 422 of the Internal Revenue Code.

Change of Control

If there is a merger or consolidation of the Company with or into another corporation or a sale of substantially all of its stock (a "Corporate Transaction") and the outstanding awards are not assumed by surviving company (or its parent company) or replaced with economically equivalent awards granted by the surviving company (or its parent company), the Compensation Committee would be able to cancel any outstanding awards that are not vested and nonforfeitable as of the consummation of such Corporate Transaction (unless the Compensation Committee accelerates the vesting of any such awards) and with respect to any vested and nonforfeitable awards, the Compensation Committee may either (i) allow all grantees to exercise options and SARs within a reasonable period prior to the consummation of the Corporate Transaction and cancel any outstanding options or SARs that remain unexercised upon consummation of the Corporate Transaction, or (ii) cancel any or all of such outstanding awards (including options and SARs) in exchange for a payment (in cash, or in securities or other property) in an amount equal to the amount that the grantee would have received (net of the exercise price with respect to any options or SARs) if the vested awards were settled or distributed or such vested options and SARs were exercised immediately prior to the consummation of the Corporate Transaction. If an exercise price of the option or SAR exceeds the fair market value of the Company's common stock and the option or SAR is not assumed or replaced by the surviving company (or its parent company), such options and SARs will be cancelled without any payment to the grantee.

Transferability

Except as otherwise provided in an award agreement, awards under the 2014 Plan are exercisable only by a grantee during his or her lifetime, and may not generally be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by a grantee (other than by will or the laws of distribution, or pursuant to a qualified domestic relations order).

Term of the 2014 Plan; Amendment

The 2014 Plan will remain in effect until the earlier of February 21, 2023, or the date that all shares subject to the 2014 Plan have been purchased or acquired, and the restrictions on all restricted shares granted under the plan shall have lapsed. The Board may alter, amend, suspend, discontinue, or terminate the 2014 Plan in whole or in part at any time; however, any amendment or alteration is subject to the approval of our stockholders if such amendment is required by any federal or state law or regulation or the rules of any stock exchange or automated quotation system on which our shares may then be listed or quoted. No termination, amendment, or modification of the 2014 Plan shall adversely affect in any material way any award previously granted under the 2014 Plan without the grantee's written consent, unless otherwise specifically permitted in the 2014 Plan or in an award agreement.

Federal Income Tax Consequences

The discussion below is a summary of the federal income tax consequences that may result in connection with a grantee's participation in the 2014 Plan and is based on current statutes, regulations and interpretations, all of which are subject to change, possibly with retroactive effect. The description does not include foreign, state or local income tax consequences. In addition, the description is not intended to address specific tax consequences applicable to an insider (directors, executive officers or greater than 10 percent stockholders of the Company).

Incentive Stock Options (ISOs). In general, an employee of the Company (or any subsidiary corporation) will not recognize federal taxable income upon the grant or the exercise of an ISO, and the Company will not be entitled to an income tax deduction upon the grant or the exercise of an ISO. For purposes of the alternative minimum tax, however, a grantee will be required to treat an amount equal to the difference between the fair market value of the common stock on the date of exercise over the exercise price as an item of adjustment in computing his or her alternative minimum taxable income. If the grantee does not dispose of the common stock received pursuant to the exercise of an ISO within two years after the date of the grant of the ISO or within one year after the date of exercise of the ISO, a subsequent disposition of the common stock generally will result in long-term capital gain or loss to such individual with respect to the difference between the amount realized on the disposition and the exercise price of the option. The Company will not be entitled to any income tax deduction as a result of such disposition.

If the grantee disposes of the common stock acquired upon exercise of the ISO within two years after the date of the grant of the ISO or within one year after the date of exercise of the ISO, then in the year of such disposition, the grantee generally will recognize ordinary income, and the Company will be entitled to an income tax deduction in an amount equal to the lesser of: (1) the excess of the fair market value of the common stock on the date of exercise over the exercise price; or (2) the amount realized upon disposition over the exercise price. Any gain in excess of such amount recognized by the eligible employee as ordinary income will be taxed to the eligible employee as short-term or long term capital gain (depending on the period of time the eligible employee held the common stock). To the extent that an employee exercises an ISO more than three months after he or she is no longer an employee of the Company or any of its subsidiary corporations, the ISO will no longer be treated as an ISO and will be subject to taxation as a non-statutory option.

Non-Statutory Options. A grantee will not recognize any federal taxable income upon the grant of a non-statutory option, and the Company will not be entitled to an income tax deduction at the time of such grant. Upon the exercise of a non-statutory option, the grantee generally will recognize ordinary income and the Company will be entitled to take an income tax deduction in an amount equal to the excess of the fair market value of the common stock on the date of exercise over the exercise price. Upon a subsequent sale of the common stock by the grantee, he or she will recognize short-term or long-term capital gain or loss (depending on the period of time the grantee held the common stock).

Stock Appreciation Rights (SARs). A grantee will recognize ordinary income for federal income tax purposes upon the exercise of an SAR for cash, common stock or a combination of cash and common stock, and the amount of income that the grantee will recognize will equal the sum of the amount of cash, if any, and the fair market value of the common stock, if any, that he or she receives as a result of such exercise. The Company generally will be entitled to a federal income tax deduction in an amount equal to the ordinary income recognized by the grantee in the same taxable year in which the grantee recognizes such income.

Restricted Stock. A grantee is not subject to any federal income tax when restricted stock is granted, nor is the Company entitled to an income tax deduction at such time, unless the restrictions on the common stock do not represent a “substantial risk of forfeiture” or the stock is “transferable,” each within the meaning of Section 83 of the Internal Revenue Code. Common stock that is subject to a substantial risk of forfeiture within the meaning of Section 83 of the Internal Revenue Code is considered to be “transferable” if the transferee would not be subject to such risk of forfeiture after such transfer. The grantee will recognize ordinary income in an amount equal to the excess, if any, of the fair market value of the shares of common stock determined on the date the restricted stock is no longer subject to a substantial risk of forfeiture or becomes transferable, whichever comes first, over the amount, if any, paid for such shares. The Company will receive a corresponding tax deduction (provided that the restricted stock is not otherwise subject to the limitations of Section 162(m) of the Internal Revenue Code), when the grantee recognizes ordinary income with respect to such restricted stock.

Deferred Stock, Restricted Stock Units and Other Stock-Based Awards. A grantee will not recognize any federal taxable income upon the grant of deferred stock, restricted stock units or other stock-based awards, and the Company will not be entitled to an income tax deduction at the time of such grant. Upon settlement of deferred stock, restricted stock units or other stock-based awards in cash, the grantee will include the amount paid as ordinary income in the year the payment was received; if payment is made in stock, the grantee will include as ordinary income in the year of receipt an amount equal to the fair market value of the shares received. In each case, the Company will receive a corresponding tax deduction (provided that the award is not otherwise subject to the limitations of Section 162(m) of the Internal Revenue Code), when the amount is recognized by the grantee as ordinary income. At the time of a subsequent sale or disposition of any shares of the Company’s common stock issued in connection with such an award, any gain or loss will be treated as long-term or short-term capital gain or loss, depending on the holding period from the date the shares were received.

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Excise Tax on Parachute Payments. Parachute payments are payments to employees or independent contractors who also are officers, stockholders or highly compensated individuals that are contingent upon a change in ownership or control of the Company. In certain circumstances the grant, vesting, acceleration or exercise of options or other incentive awards could be treated as contingent on a change in ownership or control for purposes of determining the amount of a parachute payment. All or a portion of that parachute payment may be considered an excess parachute payment. If an individual were found to have received an excess parachute payment, he or she would be subject to a special 20 percent excise tax on the amount of the excess parachute payments, and the Company would not be allowed to claim any deduction with respect to such payments.

Limitations on Deductions. Section 162(m) of the Internal Revenue Code limits the federal income tax deductibility of compensation paid to our chief executive officer and any of our three other most highly compensated executive officers (other than the chief financial officer) serving on the last day of the fiscal year and listed as “named executive officers” in our proxy statement (“covered employees”). The limit is generally $1.0 million. Compensation that qualifies as performance-based compensation is excluded from the $1.0 million deductibility cap of Section 162(m) of the Internal Revenue Code and therefore remains fully deductible by the Company. Stock options and SARs granted under the 2014 Plan will qualify as such performance-based compensation. The Compensation Committee may also condition other awards intended to qualify as performance-based compensation upon achievement of pre-established performance goals granted to Company employees whom the Committee expects to be covered employees at the time the compensation is received. Generally, time-vested awards under the 2014 Plan, such as restricted stock and time-vested stock units, will not qualify as performance-based compensation, so that compensation paid to covered employees in connection with such awards, to the extent it and other compensation subject to the Code Section 162(m) deductibility cap exceed $1.0 million in a given year, may not be deductible by the Company.

A number of requirements must be met in order for particular compensation to qualify as performance-based, including a requirement that the performance measures used to measure performance must be approved by our stockholders. Accordingly, we are seeking stockholder approval of the performance measures described above under the heading “Awards Meeting the Performance-Based Compensation Exception Under Section 162(m) of the Internal Revenue Code” in order to permit awards to comply with the performance-based compensation requirements of Code Section 162(m). Although the 2014 Plan permits the Compensation Committee to grant incentive awards that will meet the performance-based exception, there can be no assurance that all such awards under the 2014 Plan will meet the performance-based exception or that all awards will be fully deductible under all circumstances.

Deferred Compensation Under Section 409A of the Internal Revenue Code. Any award that is deemed to be a deferral arrangement (excluding certain exempted short-term deferrals) will be subject to Section 409A of the Internal Revenue Code. Section 409A generally imposes accelerated inclusion in income and tax penalties on the recipient of deferred compensation that does not satisfy the requirements of Section 409A. Options, SARs and restricted stock granted under the 2014 Plan will typically be exempt from Section 409A. Other awards, such as deferred stock, may result in the deferral of compensation depending on their terms. Awards that may result in the deferral of compensation are intended to be structured to meet applicable requirements under Section 409A.

Equity Compensation Plan Information

The following table provides information as of December 31, 2016, with respect to our equity compensation plans under which our equity securities are authorized for issuance:

Equity Compensation Plan Information

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans excluding securities reflected in column (a) (c)
Equity compensation plans approved by security holders	1,535,187	$ 7.90	368,086
Equity compensation plans not approved by security holders	—	—	—
Total	1,535,187	$ 7.90	368,086

New Plan Benefits

The Company has not approved any awards that are conditioned upon stockholder approval of the amendment and restatement of the 2014 Plan. Awards under the 2014 Plan are determined by the Compensation Committee (or the Board) in its discretion; therefore, it is not possible to predict the awards that will be made to particular officers or directors in the future under the 2014 Plan.

Stock Awards Previously Granted Under the 2014 Plan and the 2007 Employee Stock Option Plan

The following table sets forth information on awards granted under the 2014 Plan and the 2007 Employee Stock Option Plan since their adoption and includes shares subsequently forfeited.

Name and Position	Stock Options (# of shares covered)
Adam S. Grossman Director, President, and Chief Executive Officer	583,224
Dr. James Mond Chief Scientific Officer and Chief Medical Officer	242,546
Brian Lenz Chief Financial Officer	192,472
All current executive officers as a group	1,018,242
All non-employee directors as a group	412,353

All employees as a group (excluding executive officers)	105,000

Reasons for the 2014 Plan Proposal

As noted above, the Board believes that the increase in our share reserve under the 2014 Plan is necessary to ensure an adequate reserve of shares for grants of future equity-based awards under the 2014 Plan, which represent a key element in our ability to attract and retain key executives and employees. In addition, stockholder approval of the amendment and restatement of the 2014 Plan will also include approval of the performance criteria and performance-based provisions of the 2014 Plan, so that we may make grants under the 2014 Plan that are intended to qualify as performance-based compensation for purposes of Section 162(m) of the Internal Revenue Code, further details of which are described above.

Consequences if the 2014 Plan Proposal is Not Approved

If the 2014 Plan Proposal is not approved, the 2014 Plan will remain in effect in its current form.

Interests of Certain Persons in the 2014 Plan Proposal

As noted above, our executive officers and our non-employee directors are eligible to receive discretionary grants under the 2014 Plan and thus have an interest in the approval of the amendment and restatement of the 2014 Plan.

Vote Required

The 2014 Plan Proposal requires the affirmative vote of the holders of a majority of the shares of common stock present in person, by remote communication, or represented by proxy at the Annual Meeting and entitled to vote thereon, in order to be approved. This means that the number of votes cast “FOR” must exceed the combined number of votes “AGAINST” and abstentions (which will each have the same effect as an “AGAINST” vote).

Approval of the 2014 Plan Proposal is not a condition to the completion of the Transaction. Approval or disapproval of the 2014 Plan Proposal will have no effect on the approval or disapproval of the Transaction.

In accordance with the Voting Agreement, stockholders representing 50.59% of the issued and outstanding voting securities of ADMA as of the date of execution of such agreement have agreed to vote in favor of the Charter Proposal.

Board Recommendation

After careful consideration, the Board determined that the 2014 Plan Proposal is advisable and in the best interests of ADMA and its stockholders. On the basis of the foregoing, the Board has approved and declared advisable the 2014 Plan Proposal and recommends that you vote “FOR” the 2014 Plan Proposal.

THE CLASS I DIRECTOR ELECTION PROPOSAL

The Company's bylaws provide that the authorized number of directors of the Company shall not be less than one nor more than nine. Seven directors are currently serving on the Board. The Board is authorized to increase or decrease the total number of directors within the limitations prescribed by the Company's bylaws. The Company's bylaws and certificate of incorporation divides the Board into three classes with staggered three year terms.

At the Annual Meeting, the stockholders will be asked to elect two directors to serve for three-year terms expiring at the annual meeting of stockholders in 2020. The Class I directors, whose terms of office will expire at the Annual Meeting in 2017, are Dov A. Goldstein, M.D. and Bryant E. Fong. If each director is elected, the total number of directors comprising the Company's Board will remain at seven directors, effective immediately following the Annual Meeting.

The Board has nominated, upon the recommendation of our Governance and Nominations Committee, Dov A. Goldstein, M.D. and Bryant E. Fong. Proxies solicited by the Board will, unless otherwise directed, be voted to elect the two nominees named below. Each nominee is currently serving as a director of the Company and has indicated a willingness to continue to serve for the term to which they are nominated, if elected. In case any nominee is not a candidate at the Annual Meeting, the proxies named in the enclosed form of proxy intend to vote in favor of the remaining nominee and to vote for a substitute nominee in their discretion in such class, as they shall determine. Set forth below is certain information about the nominees for election as directors, including each nominee's age and length of service as a director of the Company, principal occupation and business experience for at least the past five years and the names of other publicly held companies on whose boards the director serves or has served in the past five years. Other than with respect to Jerrold B. Grossman, who is the father of Adam S. Grossman, our President and Chief Executive Officer and a Class II Director, there are no family relationships among any of our directors, nominees for director and executive officers.

NOMINEES FOR A THREE YEAR TERM EXPIRING AT THE 2020 ANNUAL MEETING

Dov A. Goldstein, M.D., 49 - Director

Dr. Goldstein has been a director of the Company since 2007. Dr. Goldstein has been a partner at Aisling Capital since 2008 and was employed as a principal at Aisling Capital from 2006 to 2008. Dr. Goldstein served as the Chief Financial Officer of Loxo Oncology, Inc. between July 2014 and January 2015, and has been its acting Chief Financial Officer since January 2015. From 2000 to 2005, Dr. Goldstein served as Chief Financial Officer of Vicuron Pharmaceuticals, Inc., which was acquired by Pfizer, Inc. in September 2005. Prior to joining Vicuron, Dr. Goldstein was Director of Venture Analysis at HealthCare Ventures. Dr. Goldstein also completed an internship in the Department of Medicine at Columbia-Presbyterian Hospital. Dr. Goldstein serves as a director of Cempra, Inc. and Esperion Therapeutics, Inc. Dr. Goldstein received a B.S. from Stanford University, an M.B.A. from Columbia Business School and an M.D. from Yale School of Medicine. ADMA believes that Dr. Goldstein's medical training and his experience in the biopharmaceutical industry as a venture capital investor, as an executive of Vicuron and a member of the boards of directors of other biopharmaceutical companies, as well as his valuable perspective on ADMA's business, give him the qualifications and skills to serve as a director.

Bryant E. Fong, 44 - Director

Mr. Fong, who became a director of the Company in May 2012, has over 20 years of experience in the life sciences industry. Mr. Fong is a founding Managing Director and General Partner at Biomark Capital Fund, a life sciences private equity firm formed in 2013. Prior to BioMark Capital, Mr. Fong was a Managing Director and General Partner of Burrill & Company, where he spent almost 16 years investing in and managing investments in private and

public companies in the biotechnology industry. Some of Mr. Fong's most notable investments include Pharmasset (VRUS), Novadaq Technologies (NVDQ), Galapagos (GLPG), Ceptaris Therapeutics and Ferrokin Biosciences. In addition, Mr. Fong has played key roles in the formation of a number of portfolio companies including serving as Nora Therapeutic's first president and founder and initial CEO of i2Dx. Prior to joining Burrill & Company, Mr. Fong held positions as a research scientist with two early stage biotechnology companies located in the San Francisco Bay Area. Mr. Fong currently serves on the boards of directors of a number of private life science companies. Mr. Fong earned his B.S. with honors in Molecular and Cell Biology-Biochemistry from the University of California, Berkeley. He was nominated by Biomark Capital to serve on the Board of Directors because of his extensive experience in the biotechnology industry.

Vote Required

Assuming the presence of a quorum at the Annual Meeting, the election of a Class I director requires the affirmative vote of a plurality of the shares present in person, by remote communication, or represented by proxy and entitled to vote. Thus, the two nominees with the greatest number of votes will be elected.

Board Recommendation

After careful consideration, the Board determined that election of each of the nominees for director named above is advisable and in the best interests of ADMA and its stockholders. On the basis of the foregoing, the Board has approved and declared advisable the election of each of the nominees for director named above and recommends that you vote “FOR” the election of each of the nominees for director named above.

CLASS II DIRECTORS CONTINUING IN OFFICE UNTIL THE 2018 ANNUAL MEETING

Steven A. Elms, 53 - Chairman

Mr. Elms has been a director of the Company since 2007. Mr. Elms serves as a Managing Partner at Aisling Capital, which he joined in 2000. Previously, he was a Principal in the Life Sciences Investment Banking Group of Hambrecht & Quist. During his five years at Hambrecht & Quist, Mr. Elms was involved in over 60 financing and merger and acquisition transactions, helping clients raise in excess of $3.3 billion in capital. Prior to joining Hambrecht & Quist, Mr. Elms traded mortgage-backed securities at Donaldson, Lufkin & Jenrette. His previous healthcare sector experience includes over two years as a pharmaceutical sales representative for Marion Laboratories and two years as a consultant for The Wilkerson Group. Mr. Elms currently serves on the boards of directors of Cidara Therapeutics, Inc., Loxo Oncology, Inc. and Pernix Therapeutics Holdings Inc. Mr. Elms received a B.A. in Human Biology from Stanford University and an M.B.A. from Kellogg Graduate School of Management at Northwestern University. Mr. Elms was chosen to serve on the Board of Directors because of his valuable experience in the investment banking industry, particularly with respect to strategic and financing transactions.

Adam S. Grossman, 40 - Founder, Director, President and Chief Executive Officer

Mr. Grossman has been a director of the Company since 2007, has served as the Company’s President and Chief Executive Officer since October 2011 and as the Company’s President and Chief Operating Officer between 2007 and October 2011. Mr. Grossman has over 20 years of experience in the blood and plasma industry. Prior to founding the Company, Mr. Grossman was the Executive Vice President of National Hospital Specialties and GenesisBPS, a position he held between 1994 and 2011. He has experience in launching new products, building and managing national and international sales forces, managing clinical trials and completing numerous business development transactions. Previously, he worked at MedImmune, Inc., where he worked on marketing teams for RSV and CMV immunoglobulins and at the American Red Cross, where he launched new products with the Biomedical Services division. Mr. Grossman received a B.S. in Business Administration, with a specialization in International Business and Marketing, from American University. Mr. Grossman is the son of Dr. Jerrold B. Grossman, our Vice Chairman. Mr. Grossman was chosen to serve on the Board because, as the Company’s Chief Executive Officer, he is able to provide the Board with critical insight into the day-to-day operations of the Company.

Eric I. Richman, 56 - Director

Mr. Richman has been a director of the Company since 2007. Mr. Richman served as the President and Chief Executive Officer of PharmAthene, Inc. between October 2010 and March 2015. He served as the President and interim Chief Executive Officer of PharmAthene between May and October 2010, as President and Chief Operating

Officer between March and May 2010 and as Senior Vice President, Business Development and Strategic Planning between August 2003 and March 2010. He has also served on PharmAthene's board of directors since May 2010. Prior to joining PharmAthene, Mr. Richman held various commercial and strategic positions of increasing responsibility over a 12 year period at MedImmune, Inc. from its inception and was Director, International Commercialization at that company. Mr. Richman served as director of Lev Pharmaceuticals and Chairman of its Commercialization Committee and served as a director of American Bank. Mr. Richman received a Bachelor of Science in Biomedical Science from the Sophie Davis School of Biomedical Education and a Master of Business Administration from the American Graduate School of International Management. Mr. Richman was chosen to serve on the Board of Directors because of his experience in the development and commercialization of plasma-derived products and experience as an executive officer of PharmAthene.

CLASS III DIRECTORS CONTINUING IN OFFICE UNTIL THE 2019 ANNUAL MEETING

Jerrold B. Grossman D.P.S., 69 - Founder and Vice Chairman

Dr. Grossman has been a director of the Company since 2007 and has over 35 years of experience in the blood and plasma industry. He served as the Chief Executive Officer of ADMA, on a part-time basis, between 2007 and October 2011. He is the founder and Chief Executive Officer of Technomed, Inc. (formerly National Hospital Specialties), a wholesaler of specialty biological and pharmaceutical products, and has served as Chief Executive Officer of that company since 1980. Additionally, Dr. Grossman is the founder and President of GenesisBPS, a medical device firm specializing in blood collection and processing equipment, and has served as President of that company since 1990. Previously, he has held positions at the New York Blood Center, Immuno-U.S., Inc. and previously served as the Chairman of the Board of Bergen Community Blood Services. Currently, Dr. Grossman is a member of the New Jersey Blood Bank Task Force and a founder and director of the New Jersey Association of Blood Bank Professionals. He was a founder and former director of Pascack Bancorp, Inc. which was acquired by Lakeland Bancorp, Inc. in January 2016 and is currently a member of the Corporate Advisory Council of Lakeland Bancorp Inc. Dr. Grossman has also provided consulting services to various government agencies and international organizations. He received a B.A. in Economics and Finance from Fairleigh Dickinson University, an M.B.A. from Fairleigh Dickinson University, and his D.P.S. in Business Management from Pace University. Dr. Grossman is the father of Adam S. Grossman, our President and Chief Executive Officer. He was chosen to serve on the Board of Directors because of his role as our founder and past CEO, as well as his more than 35 years of experience serving a variety of companies and associations in the blood and plasma industry.

Lawrence P. Guiheen, 66 - Director

Mr. Guiheen, who became a director of the Company in July 2012, has over 25 years of experience in the blood and plasma industry. Since July 2013, Mr. Guiheen has been Chief Commercial Officer of Kedrion BioPharma, Inc., based in Barga, Italy and Fort Lee, New Jersey. Kedrion markets therapies globally for hemophilia, hemolytic disease of the newborn, immune and neurological disorders. Prior to July 2013, Mr. Guiheen was principal of Guiheen and Associates, a consulting group that specialized in biopharmaceutical, pharmaceutical and medical device commercialization. Before July 2011, Mr. Guiheen was with Baxter Healthcare Corporation for over 30 years. Most recently he held the positions of General Manager Global Hemophilia Franchise (from December 2010), President of Global BioPharmaceuticals for Baxter Healthcare’s BioScience Division (March 2010 - December 2010) and President of BioPharmaceuticals US (January 2004 - March 2010). Mr. Guiheen had been a member of the BioScience Senior Management Team for over 14 years and has extensive experience leading global and domestic commercial organizations in the plasma and recombinant therapies. Mr. Guiheen is past Chairman of the Global Board of Directors for the Plasma Proteins Therapeutics Association (PPTA) and a past member of the Board of Directors of California Healthcare Institute (CHI). Mr. Guiheen holds a Bachelor of Arts degree in business administration from Rutgers University. Mr. Guiheen was chosen to serve on the Board of Directors because of his extensive experience in the plasma and pharmaceutical industries.

THE AUDITOR RATIFICATION PROPOSAL

Our Audit Committee has appointed CohnReznick LLP as the Company's independent registered public accounting firm for the year ending December 31, 2017. In connection with this appointment, CohnReznick LLP will examine and report to stockholders on the consolidated financial statements of the Company and its subsidiaries for 2017.

Although stockholder ratification of the appointment of our independent registered public accounting firm is not required by our bylaws or otherwise, the Board has put this proposal before the stockholders because it believes that seeking stockholders' ratification of the Audit Committee's appointment of our independent registered public accounting firm is good corporate practice. This vote is only advisory, however, because the Audit Committee has the sole authority to retain and dismiss our independent registered public accounting firm. If the appointment of CohnReznick LLP is not ratified, the Audit Committee will evaluate the basis for the stockholders' vote when determining whether to continue the firm's engagement. Even if the appointment is ratified, the Audit Committee in its sole discretion may direct the appointment of a different independent registered public accounting firm at any time if it determines that such a change would be in the best interests of the Company and its stockholders.

Representatives of CohnReznick LLP are expected to be present at the Annual Meeting and are expected to be available to respond to appropriate questions from stockholders. They also will have the opportunity to make a statement if they desire to do so.

Vote Required

The Auditor Ratification Proposal requires the affirmative vote of the holders of a majority of the shares of common stock present in person, by remote communication, or represented by proxy at the Annual Meeting and entitled to vote thereon, in order for each such proposal to be approved. This means that the number of votes cast "FOR" must exceed the combined number of votes "AGAINST" and abstentions (which will each have the same effect as an "AGAINST" vote).

Board Recommendation

After careful consideration, the Board determined that ratification of the Audit Committee's appointment of CohnReznick LLP as our independent registered public accounting firm for 2017 is advisable and in the best interests of ADMA and its stockholders. On the basis of the foregoing, the Board has approved and declared advisable the ratification of the Audit Committee's appointment of CohnReznick LLP as our independent registered public accounting firm for 2017 and recommends that you vote "FOR" the ratification of the Audit Committee's appointment of CohnReznick LLP as our independent registered public accounting firm for 2017.

Audit and Other Fees

The following table summarizes the aggregate fees billed for professional services rendered to us by CohnReznick LLP, our registered independent public accounting firm, during the fiscal years ended December 31, 2015 and 2016. A description of these fees and services follows the table.

	2015	2016
Audit Fees (1)	$ 229,023	$ 257,176
Audit-Related Fees (2)	-	219,351
Tax Fees (3)	27,250	60,096
All Other Fees (4)	-	-

TOTAL	$ 256,273	$ 536,623

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(1) Fees for audit services in 2015 and 2016 consisted of fees billed for professional services rendered for the audit of the Company's consolidated annual financial statements included in our Annual Report on Form 10-K, the review of the interim consolidated financial statements included in our Quarterly Reports on Form 10-Q, the professional services rendered relating to the Company in connection with public offerings of securities, related comfort letters and services that are normally provided by our independent registered public accountants in connection with statutory and regulatory filings or engagements.

(2) Audit-related fees consist of fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company's consolidated financial statements and are not reported under "Audit Fees." This category includes fees related to due diligence services performed in connection with the Company's proposed Transaction.

(3) Tax fees consist of fees billed for services including, but not limited to, assistance with tax compliance and the preparation of tax returns, tax consultation services, assistance in connection with tax audits and tax advice related to mergers, acquisitions and dispositions.

(4) There were no fees for the category "All Other Fees" for each of the fiscal years ended December 31, 2015 and 2016.

The Audit Committee has considered whether the provision of these services by CohnReznick LLP is compatible with maintaining the independence of CohnReznick LLP. Further, all of the services provided by CohnReznick LLP in 2015 and 2016 were approved in advance in accordance with the Audit Committee's pre-approval policies and procedures described below. The Audit Committee did not rely on the waiver of pre-approval procedures permitted with respect to de minimis non-audit services under the applicable rules of the SEC for its approval of any of the services provided by CohnReznick LLP in 2015 and 2016.

Pre-Approval of Audit and Permissible Non-Audit Services

Our Audit Committee requires pre-approval of all audit and non-audit services in one of two methods. Under the first method, the engagement to render the services would be entered into pursuant to pre-approval policies and procedures established by the Audit Committee, provided (i) the policies and procedures are detailed as to the services to be performed, (ii) the Audit Committee is informed of each service, and (iii) such policies and procedures do not include delegation of the Audit Committee's responsibilities under the Exchange Act to the Company's management. Under the second method, the engagement to render the services would be presented to and pre-approved by the Audit Committee (subject to the de minimis exceptions for non-audit services described in Section 10A(i)(1)(B) of the Exchange Act that are approved by the Audit Committee prior to the completion of the audit). The Chairman of the Audit Committee has the authority to grant pre-approvals of audit and permissible non-audit services by the independent registered public accounting firm, provided that all pre-approvals by the Chairman must be presented to the full Audit Committee at its next scheduled meeting. The Audit Committee considers, among other things, whether the provision of such audit or non-audit services is consistent with applicable regulations regarding maintaining auditor independence, whether the provision of such services would impair the independent register public accounting firm's independence and whether the independent registered public accounting firm are best positioned to provide the most effective and efficient service.

Report of the Audit Committee

The following Report of the Audit Committee shall not be deemed incorporated by reference into any of our filings under the Securities Act of 1933 or the Exchange Act, except to the extent we specifically incorporate it by reference therein.

The Audit Committee reviews our financial reporting process on behalf of our Board. Management has the primary responsibility for the financial statements, the reporting process and maintaining our system of internal control over financial reporting. Our independent registered public accounting firm was engaged to audit and express opinions on the conformity of our financial statements to generally accepted accounting principles in the United States.

The Audit Committee of the Board has:

- Reviewed and discussed the Company's audited financial statements for the year ended December 31, 2016 with management;

- Discussed with CohnReznick LLP the matters required to be discussed in accordance with Auditing Standard No. 16, as issued by the Public Company Accounting Oversight Board (PCAOB) in Rule 3200T; and

- Received written disclosures and a letter from CohnReznick LLP regarding its independence as required by applicable requirements of the PCAOB regarding CohnReznick LLP communications with the Audit Committee and the Audit Committee further discussed with CohnReznick LLP their independence. The Audit Committee also considered the status of pending litigation, taxation matters and other areas of oversight relating to the financial reporting and audit process that the committee determined appropriate.

Based on the Audit Committee's review of the audited financial statements and discussions with management and CohnReznick LLP, the Audit Committee recommended to the Board that the audited financial statements be included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 for filing with the SEC.

Submitted by the members of the Audit Committee:

Eric I. Richman, Chairman
Lawrence P. Guiheen
Bryant E. Fong

ADMA CORPORATE GOVERNANCE

Director Independence

Our Board has determined that each of Mr. Richman, Dr. Goldstein, Mr. Fong and Mr. Guiheen are independent as that term is defined under the applicable independence listing standards of NASDAQ.

Nominating Rights

Our Board includes members who are designated nominees of certain of our stockholders. Bryant E. Fong is currently the designated nominee of Biomark Capital Fund IV LP, or Biomark, Steven Elms is currently the designated nominee of Aisling, and Dr. Jerrold B. Grossman is currently the designated nominee of Hariden, LLC, or Hariden, an entity controlled by Adam S. Grossman. In February 2012, we completed a private placement (the "2012 Financing"). As lead investors in the 2012 Financing, each of Biomark, Aisling and Hariden are entitled to designate one nominee to our Board for as long as it owns 50% of the shares of common stock that it owned immediately following the closing of the 2012 Financing.

Board Leadership Structure and Role in Risk Oversight

Our Board evaluates its leadership structure and role in risk oversight on an ongoing basis.

Our Board is composed of seven directors, of whom four are independent in accordance with the applicable NASDAQ independence listing standards. Presently, the Board has the following standing committees: Audit Committee, Compensation Committee, and Governance and Nominations Committee. Each of the standing committees is comprised solely of independent directors. In accordance with Nasdaq rules, our Audit Committee is responsible for overseeing risk management and updates the full Board periodically.

To assure effective and independent oversight of management, our Board currently operates with the roles of President and Chief Executive Officer and Chairman of the Board separated in recognition of the differences between these two roles in the management of the Company. Although our Board does not have a policy as to whether the same individual may serve as both Chairman and President and Chief Executive Officer, or if the roles must be separate, our Board believes that its current leadership structure provides the most effective leadership model for our Company, as it promotes balance between the Board's independent authority to oversee our business and the President and Chief Executive Officer and his management team who manage the business on a day-to-day basis. The President and Chief Executive Officer has overall responsibility for all aspects of our operation, while the Chairman has a greater focus on governance of the Company, including oversight of the Board. We believe this balance of shared leadership between the two positions is a strength for the Company. As our Chairman, Mr. Elms calls and chairs regular and special meetings of the Board, chairs and presides at annual or special meetings of stockholders, provides meaningful input into the agenda of Board meetings, authorizes the retention of outside advisors, consultants and legal counsel who report directly to the Board and consults frequently with committee chairs. Additionally, by permitting more effective monitoring and objective evaluation of the Chief Executive Officer's performance, this structure increases the accountability of the Chief Executive Officer. A separation of the Chief Executive Officer and Chairman roles also prevents the former from controlling the Board's agenda and information flow, thereby reducing the likelihood that the Chief Executive Officer would abuse his power.

The Board, acting primarily through the Audit Committee, is also responsible for oversight of our risk management practices, while management is responsible for the day-to-day risk management processes. This division of responsibilities is the most effective approach for addressing the risks facing the Company, and the Company's board leadership structure supports this approach. Through our President and Chief Executive Officer, and other members of

management, the Board receives periodic reports regarding the risks facing the Company. In addition, the Audit Committee assists the Board in its oversight role by receiving periodic reports regarding our risk and control environment.

The Compensation Committee also reviews the Company's compensation practices to confirm that they do not create risks likely to have a material adverse effect on the Company. This review includes comparing the compensation practices of the Company with peer companies in the life sciences sector as well as insuring that the compensation packages of key executives are tied to the long-term success of the Company and therefore correlated to increases in stockholder value.

Meetings of the Board and its Committees

The Board held a total of 15 meetings during the fiscal year ended December 31, 2016. During the fiscal year ended December 31, 2016, no incumbent director attended fewer than 75% of the aggregate of all meetings of the Board held during the period in which he served as a director and the total number of meetings held by the committee on which he served during the period. Members of our Board are invited and encouraged to attend each annual meeting of stockholders, and each director attended the prior annual meeting of stockholders held on June 7, 2016.

Board Committees

Our Board currently has three standing committees: an Audit Committee, a Compensation Committee and a Governance and Nominations Committee. These committees, their principal functions and their respective memberships are described below.

Audit Committee

The members of our Audit Committee are Eric I. Richman (Chairman), Lawrence P. Guiheen and Bryant E. Fong. The composition and responsibilities of the Audit Committee, as reflected in its charter, are intended to be in accordance with applicable rules of the SEC for corporate audit committees and listing requirements of Nasdaq. Our Board has determined that each Audit Committee member meets the definition of an independent director as defined by the applicable Nasdaq listing standards and the additional independence criteria for members of audit committees specified in the Nasdaq listing standards and Rule 10A-3 under the Exchange Act. Our Board has determined that Mr. Richman, the chairman of the Audit Committee, qualifies as an "audit committee financial expert," as such term is defined by SEC rules.

The Audit Committee was established in accordance with section 3(a)(58)(A) of the Exchange Act. The primary functions of the Audit Committee are to: (i) review the financial reports and other financial information prepared by the Company for submission to any governmental or regulatory body or the public and monitor the integrity of such financial reports; (ii) review the Company's systems of internal controls established for finance, accounting, legal compliance and ethics; (iii) review the Company's accounting and financial reporting processes generally and the audits of the financial statements of the Company; (iv) monitor compliance with legal regulatory requirements; (v) monitor the independence and performance of the Company's registered independent public accounting firm; and (vi) provide effective communication between the Board, senior and financial management and the Company's registered independent public accounting firm. The Audit Committee meets regularly with our independent registered public accounting firm without management present, and from time to time with management in separate private sessions, to discuss any matters that the Audit Committee or these individuals believe should be discussed privately with the Audit Committee, including any significant issues or disagreements that may arise concerning our accounting practices or financial statements. In addition, the Audit Committee assists the Board in its oversight role by receiving periodic reports regarding our risk and control environment.

The Audit Committee is also responsible for addressing matters of accounting policy with our independent registered public accounting firm register public accounting firm register public accounting firm. In discharging its role, the Audit Committee is empowered to investigate any matter within the scope of its responsibilities with full access to all

of our books, records, facilities and personnel. The Audit Committee also has the power to retain special legal, accounting and other advisors as it deems necessary to carry out its duties.

The Audit Committee held four meetings during the year ended December 31, 2016. A copy of the Audit Committee's charter is posted on our website at www.admabiologics.com.

Compensation Committee

The members of our Board's Compensation Committee are Dr. Goldstein (Chairman), Mr. Richman and Mr. Fong. Our Board has determined that all members of the Compensation Committee are independent directors as defined by the applicable Nasdaq listing standards. Each member of the Compensation Committee also qualifies as an outside director within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended, or the Code.

The Compensation Committee is responsible for ensuring that the Company's compensation program is: (i) effective in attracting and retaining the Company's President and Chief Executive Officer, the Company's other executive officers, the Company's other officers and the Company's non-management directors; (ii) administered fairly and in our stockholders' interests; and (iii) in compliance with the applicable compensation rules, regulations and guidelines promulgated by Nasdaq, the SEC, and other laws, as amended from time to time. The Compensation Committee reviews and recommends to the Board appropriate executive compensation policies, compensation of the directors and officers, and executive and employee benefit plans and programs, and is responsible for overseeing such policies, compensation, plans and programs approved by the Board, and where appropriate, by our stockholders. In connection with its evaluations and determinations in 2016, the Compensation Committee retained the services of Arthur J. Gallagher & Co., or AJG, a nationally known executive compensation and benefits consulting firm, to advise it on various matters related to executive and director compensation and compensation programs. AJG may also from time to time advise management, with the Compensation Committee's consent. AJG was hired by and reports to the Compensation Committee. Pursuant to its charter, the Compensation Committee has the power to hire and fire such consultants and to engage other advisors.

Compensation of our President and Chief Executive Officer, including salary, bonus, stock options and certain other arrangements, is recommended to the Board for determination, by the Compensation Committee. The President and Chief Executive Officer, or any other officer for whom compensation is being discussed or determined, is not permitted to be present at meetings at which their respective compensation or performance is discussed or determined.

Under the Compensation Committee Charter, our President and Chief Executive Officer and our Chairman of the Board may recommend to the Compensation Committee individual compensation awards for our officers. The Compensation Committee would then have to review the recommendation and make its own recommendation to the Board.

The Compensation Committee may also form, and delegate its authority to, subcommittees or other committees of the Board when deemed appropriate. In addition, the Compensation Committee may retain special legal counsel, compensation or other consultants to advise it on compensation matters or as it deems appropriate.

The Compensation Committee held one meeting during the year ended December 31, 2016. A copy of the Compensation Committee's charter is posted on our website at www.admabiologics.com.

Governance and Nominations Committee

The members of our Board's Governance and Nominations Committee are Mr. Guiheen (Chairman), Mr. Fong and Mr. Richman. Our Board has determined that all members of the Governance and Nominations Committee are independent directors as defined by the applicable Nasdaq listing standards.

The Governance and Nominations Committee's role and responsibilities are set forth in the Governance and Nominations Committee's written charter and include (i) evaluating and making recommendations to the full Board the persons to be nominated for election as directors at any meeting of stockholders and the persons to be elected by the

Board to fill any vacancies on the Board; (ii) developing and recommending to the Board a set of corporate governance principles applicable to the Company; and (iii) overseeing the evaluation of the Board through annual assessment by the Governance and Nominations Committee of the performance of each member of the Board. In evaluating independence of directors, the Governance and Nominations Committee considers many factors and has taken the position that a director could be considered independent despite being affiliated with a significant shareholder.

In identifying candidates for membership on the Board, the Governance and Nominations Committee takes into account all factors it considers appropriate, which may include (a) ensuring that the Board, as a whole, is diverse and consists of individuals with various and relevant career experience, relevant technical skills, industry knowledge and experience, financial expertise (including expertise that could qualify a director as a "audit committee financial expert," as that term is defined by the rules of the SEC), local or community ties; and (b) minimum individual qualifications, including strength of character, mature judgment, familiarity with the Company's business and industry, independence of thought and an ability to work collegially. The Governance and Nominations Committee also may consider the extent to which the candidate would fill a present need on the Board.

The Company is of the view that the continuing service of qualified incumbents promotes stability and continuity in the board room, contributing to the ability of the Board to work as a collective body, while giving the Company the benefit of the familiarity and insight into the Company's affairs that its directors have accumulated during their tenure. Accordingly, the process of the Governance and Nominations Committee for identifying nominees reflects the Company's practice of re-nominating incumbent directors who continue to satisfy the Governance and Nominations Committee's criteria for membership on the Board, whom the Governance and Nominations Committee believes continue to make important contributions to the Board and who consent to continue their service on the Board. The Governance and Nominations Committee will identify and/or solicit recommendations for new candidates when there is no qualified and available incumbent.

The Governance and Nominations Committee will consider nominees recommended by stockholders. There are no differences in the manner in which the committee evaluates nominees for director based on whether the nominee is recommended by a stockholder. Stockholders who would like to have our Governance and Nominations Committee consider their recommendations for nominees for the position of director should submit their recommendations, in a timely manner, in accordance with the procedures set forth below, in writing to: Corporate Secretary, ADMA Biologics, Inc., 465 State Route 17 South, Ramsey, New Jersey 07446.

For nominations, a stockholder's notice must include: (i) as to each person whom the stockholder proposes to nominate for election as a director, (A) the name, age, business address and residential address of such person, (B) the principal occupation or employment of such person, (C) the class and number of shares of stock of the Company that are beneficially owned by such person, (D) any other information relating to such person that is required to be disclosed in solicitations of proxies for election of directors or is otherwise required by the rules and regulations of the SEC promulgated under the Exchange Act, and (E) the written consent of the nominee to be named in the proxy statement as a nominee and to serve as a director if elected; and (ii) as to the stockholder giving the notice, (A) the name, business address, and residential address, as they appear on our stock transfer books, of the nominating stockholder, (B) a representation that the nominating stockholder is a stockholder of record and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice, (C) the class and number of shares of stock of the Company beneficially owned by the nominating stockholder, and (D) a description of all arrangements or understandings between the nominating stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the nominating stockholder.

The Governance and Nominations Committee held one meeting during the year ended December 31, 2016. A copy of the Governance and Nominations Committee's charter is posted on our website at www.admabiologics.com.

Code of Ethics

We are committed to quality, innovation and above all, ethical professional conduct. Our Code of Ethics and Business Conduct Standards, or the Code, applies to all directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions, and contains the general guidelines for conducting the business of the Company and its subsidiaries and affiliates.

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It is the policy of the Company to conduct its business in a matter that meets the highest ethical and moral standards to comply strictly with all laws and regulations governing its operations. The overall purpose of the Code is to ensure compliance of general guidelines for conducting the business of the Company consistent with the understanding of Company personnel of the Company's standards of ethical business practices, laws, rules and regulations. The Code includes provisions relating to compliance with all laws and regulations governing its operations, compliance with Regulation FD promulgated under the Exchange Act, conduct regarding business activity (including conflicts of interest, corporate opportunities, gratuities, gifts and favors, insider trading and tipping, communications, acting in the best interest of the Company, confidentiality, fair dealing, antitrust, accuracy of financial records and representations and Company's commitment to providing a safe, orderly, diverse and tolerant work environment that is free of any discrimination or harassment), conduct regarding outside activity (including responsible citizenship and political activity), conduct regarding the Company's facilities and property (including professional and personal use of the Company's information systems and assets), waivers of the Code, and encourages contact with the Company's Corporate Compliance Officer.

All of our directors, officers and employees are expected to be familiar with the Code and to adhere to those principles and procedures set forth in the Code that apply to them. The Company has posted the Code, and will post any amendments to the Code, as well as any waivers that are required to be disclosed by the rules of the SEC, on the Company's website at www.admabiologics.com.

Stockholder Communications

Any stockholder or other interested party who wishes to communicate directly with the Board as a group or any individual member of the Board, including any of our independent directors, should write to: The Board, c/o ADMA Biologics, Inc., 465 State Route 17 South, Ramsey, New Jersey 07446, Attention: Corporate Secretary.

Relevant communications will be distributed to any or all directors as appropriate depending on the facts and circumstances outlined in the individual communication. In accordance with instructions from the Board, the Corporate Secretary reviews all correspondence, organizes the communications for review by the Board and distributes such communications to the full Board, to the independent directors or to one or more individual members, as appropriate. In addition, at the request of the Board, communications that do not directly relate to our Board's duties and responsibilities as directors will be excluded from distribution. Such excluded items include, among others, "spam," advertisements, mass mailings, form letters, and email campaigns that involve unduly large numbers of similar communications; solicitations for goods, services, employment or contributions; and surveys. Additionally, communications that appear to be unduly hostile, intimidating, threatening, illegal or similarly inappropriate will also be screened for omission. Any excluded communication will be made available to any director upon his or her request.

THE ADJOURNMENT PROPOSAL

The Adjournment Proposal, if adopted, will allow the Board to adjourn the Annual Meeting to a later date or dates to solicit additional proxies, in the event that there are not sufficient votes at the time of the Annual Meeting to approve any of the other proposals presented. The Adjournment Proposal will only be presented to our stockholders in the event that, based on the tabulated votes, there are not sufficient votes at the time of the Annual Meeting to approve one or more of the proposals presented at the Annual Meeting. In no event will the Board adjourn the Annual Meeting or consummate the Transaction beyond the date by which it may properly do so under our certificate of incorporation and Delaware law.

Vote Required

The Adjournment Proposal requires the affirmative vote of the holders of a majority of the shares of common stock present in person, by remote communication, or represented by proxy at the Annual Meeting and entitled to vote thereon, in order for each such proposal to be approved. This means that the number of votes cast “FOR” must exceed the combined number of votes “AGAINST” and abstentions (which will each have the same effect as an “AGAINST” vote). Adoption of the Adjournment Proposal is not conditioned upon the adoption of any of the other proposals.

Board Recommendation

The Board unanimously recommends that stockholders vote “FOR” the Adjournment Proposal.

MARKET PRICE AND DIVIDEND INFORMATION OF SECURITIES

Price Range of Securities

ADMA's common stock trades on NASDAQ under the symbol "ADMA". The table below provides the high and low closing prices of our common stock for the periods indicated, as reported by NASDAQ. Biotest is a private company and its common and preferred stock are not publicly traded.

ADMA Common Stock

	High	Low
Fiscal Year 2017		
First quarter	$ 5.46	$ 4.49
Fiscal Year 2016 (ended December 31, 2016)		
Fourth quarter	$ 7.22	$ 4.42
Third quarter	$ 7.98	$ 5.23
Second quarter	$ 8.78	$ 6.04
First quarter	$ 8.26	$ 4.36
Fiscal Year 2015 (ended December 31, 2015)		
Fourth quarter	$ 9.85	$ 8.12
Third quarter	$ 9.96	$ 8.25
Second quarter	$ 9.31	$ 7.61
First quarter	$ 11.43	$ 7.70

On January 20, 2017, the last trading day prior our entry into the Purchase Agreement, the reported closing price for our common stock was $5.06 per share. On April 21, 2017, the latest practicable trading date before the mailing of this proxy statement, the reported closing price for our common stock was $4.56. You are encouraged to obtain current market quotations for shares of our common stock in connection with voting your shares of our common stock.

As of the close of business on the Record Date, there were 12,886,741 shares of our common stock issued and outstanding and entitled to vote, held by seven stockholders of record. The number of holders is based upon the actual number of holders registered in our records at such date and excludes holders of shares in "street name" or persons, partnerships, associations, corporations or other entities identified in security positions listings maintained by depository trust companies.

Dividend Policy

We have never declared or paid any cash dividend on our common stock and do not currently intend to do so for the foreseeable future.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Exchange Act requires our directors and executive officers and persons who own more than 10% of our outstanding shares of common stock to file with the SEC initial reports of ownership and reports of changes in ownership in our common stock and other equity securities. Specific due dates for these records have been established, and we are required to report in this proxy statement any failure in 2016 to file by these dates. To our knowledge, based solely on a review of the copies of such reports furnished to us and representations that no other reports were required, there were no reports required under Section 16(a) of the Exchange Act that were not timely filed during the fiscal year ended December 31, 2016.

ADMA SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth information regarding the beneficial ownership (as such term is defined in Rule 13d-3 under the Exchange Act) of our common stock as of February 28, 2017, except as noted below, by:

- each of our directors;
- each of our named executive officers (as defined in Item 402(m)(2) of Regulation S-K);
- each person, or group of affiliated persons, who is known by us to beneficially own more than 5% of our common stock; and
- all of our directors and executive officers as a group.

Shares of our common stock subject to options, warrants, or other rights currently exercisable or exercisable within 60 days of February 28, 2017 are deemed to be beneficially owned and outstanding for purposes of computing the share ownership and percentage of the person holding such options, warrants or other rights, but are not deemed outstanding for computing the percentage of any other person. Except as indicated in the footnotes below, each holder listed below possesses sole voting and investment power with respect to their shares and such holder's address is c/o ADMA Biologics, Inc., 465 State Route 17 South, Ramsey, New Jersey 07446. An asterisk (*) denotes less than 1%. The information is not necessarily indicative of beneficial ownership for any other purpose. Percentage ownership calculations for beneficial ownership are based on 12,886,741 shares of common stock outstanding as of February 28, 2017. This table does not give effect to any transactions by any of the persons below that have occurred after February 28, 2017.

	Shares Beneficially Owned Prior to the Consummation of the Transaction			Shares Beneficially Owned Upon the Consummation of the Transaction		
Name of Beneficial Owner	Number	Percent (1)		Number	Percent (2)	
Dr. Jerrold B. Grossman (3)	212,646	1.64	%	212,646	*	
Adam S. Grossman (4)	1,286,712	9.65	%	1,286,712	4.83	%
Steven A. Elms (5)	3,690,761	28.46	%	3,690,761	14.23	%
Dov A. Goldstein, M.D. (6)	3,690,761	28.46	%	3,690,761	14.23	%
Eric I. Richman (7)	69,102	*		69,102	*	
Bryant E. Fong (8)	1,474,599	11.41	%	1,474,599	5.71	%
Lawrence P. Guiheen (9)	47,295	*		47,295	*	
Brian Lenz (10)	143,761	1.10	%	143,761	*	
James Mond, M.D., Ph.D. (11)	185,670	1.42	%	185,670	0.71	%
All directors and executive officers as a group (9 persons)	10,801,307	76.78	%	10,801,307	38.39	%
Owners of more than 5% of our common stock						
Biotest Pharmaceuticals Corporation (12)	-	-	%	4,295,580	25.00	%
Aisling Capital II LP (13)	3,690,761	28.46	%	3,690,761	14.23	%

Biomark Capital Fund IV LP (14)	1,474,599	11.41	%	1,474,599	5.71	%
Consonance Capital Management LP (15)	1,273,933	9.89	%	1,273,933	4.95	%
Broadfin Capital, LLC (16)	1,113,293	8.64	%	1,113,293	4.32	%
Perceptive Advisors LLC (17)	721,102	5.60	%	721,102	2.80	%

* Less than 1%.

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(1) Based on 12,886,741 shares of common stock outstanding.

(2) Based on 25,773,481 shares of common stock outstanding.

(3) 38,294 shares are owned by the Genesis Foundation ("Genesis"). Dr. Grossman is the President of Genesis, the Vice Chairman of the Company's Board and Hariden's designee for nomination to the Company's Board. Also includes options to purchase 106,319 shares of common stock but does not include options to purchase 12,542 shares of common stock, which have not vested and will not vest within 60 days.

(4) 580,957 shares are owned by Hariden, LLC ("Hariden") and 262,711 shares are owned by Areth, LLC ("Areth"). Mr. Grossman is the managing member of Hariden, a control person of Areth, and is a director and the President and Chief Executive Officer of the Company. Also includes options to purchase 443,044 shares of common stock but does not include options to purchase 140,180 shares of common stock which have not vested and will not vest within 60 days.

(5) Amount includes options to purchase 41,295 shares, but does not include options to purchase 12,542 shares of common stock which have not vested and will not vest within 60 days. Amount also includes options to purchase 41,295 shares (and excludes options to purchase 12,542 shares, which have not vested and will not vest within 60 days) held by Dr. Goldstein for the benefit of Aisling. Mr. Elms is the Chairman of the Company's Board and Aisling's designee for nomination to the Company's Board. As a Managing Member of Aisling Partners, a control person of Aisling (see footnote 11), and as a member of the six member investment committee of Aisling's General Partner, Mr. Elms may be deemed to be the beneficial owner of shares of common stock owned of record by Aisling. The address for Mr. Elms is 888 Seventh Avenue, 12th Floor, New York, NY 10106.

(6) Amount includes options to purchase 41,295 shares, but does not include options to purchase 12,542 shares of common stock which have not vested and will not vest within 60 days. Amount also includes options to purchase 41,295 shares (and excludes options to purchase 12,542 shares, which have not vested and will not vest within 60 days) held by Mr. Elms for the benefit of Aisling. Dr. Goldstein is a member of the six member investment committee of Aisling GP (as defined below) and, as such, Dr. Goldstein may be deemed to be the beneficial owner of shares of common stock owned of record by Aisling (see footnote 11). Dr. Goldstein disclaims beneficial ownership of Aisling's investment in the Company, except to the extent of his pecuniary interest therein. The address for Dr. Goldstein is 888 Seventh Avenue, 12th Floor, New York, NY 10106.

(7) Amount includes options to purchase 65,602 shares of common stock but does not include options to purchase 12,542 shares of common stock which have not vested and will not vest within 60 days. Mr. Richman is a director of the Company.

(8) Amount includes options to purchase 41,295 shares (and excludes options to purchase 12,542 shares, which have not vested and will not vest within 60 days) held for the benefit of Biomark. Mr. Fong is a director of the Company and is Biomark's designee for nomination to the Company's Board. Mr. Fong is a founding Managing Director and General Partner at Biomark. The address for Mr. Fong is c/o Biomark Capital Fund IV GP LLC, 537 Steamboat Rd., Suite 200, Greenwich, CT 06830.

(9) Amount includes options to purchase 41,295 shares, does not include options to purchase 12,542 shares, which have not vested and will not vest within 60 days, and includes 1,000 shares held beneficially by the Guiheen Trust. Mr. Guiheen is joint trustee of the Guiheen Trust. Mr. Guiheen is a director of the Company.

(10) Amount includes options to purchase 135,261 shares, but does not include options to purchase 57,211 shares, which have not vested and will not vest within 60 days. Mr. Lenz is the Vice President and the Chief Financial

Officer of the Company.

(11) Amount includes options to purchase 182,281 shares, but does not include options to purchase 60,265 shares, which have not vested and will not vest within 60 days. Dr. Mond is the Executive Vice President, Chief Scientific Officer and Chief Medical Officer of the Company.

(12) Amount includes 4,295,580 shares of ADMA common stock. This amount does not include 8,591,160 shares of ADMA non-voting common stock or the 8,591,160 shares of ADMA common stock underlying the 8,591,160 shares of ADMA non-voting common stock to be issued to Biotest or its affiliate in connection with the Transation, which are convertible into common stock of ADMA upon the occurrence of certain specified events as further described in "*The Charter Proposal*." The address of Biotest Pharmaceuticals Corporation is 5800 Park of Commerce Blvd., N.W., Boca Raton, FL 33487."

(13) The shares directly held by Aisling are deemed to be beneficially owned by Aisling Capital Partners, LP ("Aisling GP"), as general partner of Aisling, and Aisling Capital Partners, LLC ("Aisling Partners"), as general partner of Aisling GP, and may be deemed to be beneficially owned by each of the individual managing members of Aisling Partners. The individual managing members (collectively, the "Managers") of Aisling Partners are Dr. Andrew Schiff, Mr. Elms and Mr. Dennis Purcell. Aisling GP, Aisling Partners, and the Managers may share voting and dispositive power over the shares owned of record by Aisling. Dr. Goldstein disclaims beneficial ownership of Aisling's investment in the Company, except to the extent of his pecuniary interest therein. The address for Aisling GP, Aisling Partners, and the Managers is 888 Seventh Avenue, 12th Floor, New York, NY 10106. The information in the preceding sentences is based on Aisling's Schedule 13D/A filed with the SEC on January 25, 2017. Amount includes options to purchase an aggregate of 82,590 shares held by Mr. Elms and Dr. Goldstein for the benefit of Aisling, but does not include options to purchase an aggregate of 25,084 shares held by Mr. Elms and Dr. Goldstein for the benefit of Aisling, which have not vested and will not vest within 60 days. See also footnotes 4 and 5.

(14) The shares directly held by Biomark are deemed to be beneficially owned by Biomark Capital Fund IV GP LLC ("Biomark GP"), and each of the individual managing directors of Biomark GP. The individual managing director (the "Manager") of Biomark GP, who is a member of the investment committee of Biomark GP, is David S. Wetherell. Biomark GP and the Manager may share voting and dispositive power over the shares owned of record by Biomark. The address for Biomark GP and the Managers is c/o Biomark Capital Fund IV GP LLC, 537 Steamboat Rd., Suite 200, Greenwich, CT 06830. The information in the preceding sentences is based on Biomark's Schedule 13D/A filed with the SEC on January 30, 2017. Amount includes options to purchase 41,295 shares of common stock held by Mr. Fong for the benefit of Biomark, but does not include options to purchase 12,542 shares held by Mr. Fong for the benefit of Biomark, which have not vested and will not vest within 60 days. See also footnote 7.

(15) The address of Consonance Capital Management LP is 1370 Avenue of the Americas, Suite 3301, New York, NY 10019. Share ownership reported above is based on a Form 13G/A filed by Consonance Capital Management LP on February 13, 2017.

(16) The address of Broadfin Capital, LLC is 300 Park Avenue, 25th Floor, New York, NY 10022. Share ownership reported above is based on a Form 13G/A filed by Broadfin Capital, LLC on February 13, 2017.

(17) The address of Perceptive Advisors LLC is 51 Astor Place, 10th Floor, New York, NY 10003. Share ownership reported above is based on a Form 13G filed by Perceptive Advisors LLC on February 14, 2017.

ADMA EXECUTIVE OFFICERS AND DIRECTOR AND OFFICER COMPENSATION

Director Compensation

The following table sets forth the compensation paid to non-executive directors for the year ended December 31, 2016.

Name	Fees Earned or Paid in Cash ($) (1)	Option Awards ($) (2), (3)	Total ($)
Steven A. Elms (4)	64,000	26,411	90,411
Dr. Jerrold B. Grossman	64,000	26,411	90,411
Dov A. Goldstein, M.D. (4)	44,000	26,411	70,411
Eric I. Richman	58,000	26,411	84,411
Bryant E. Fong (5)	51,000	26,411	77,411
Lawrence P. Guiheen	52,000	26,411	78,411

(1) The amounts reflected in this column represent the cash fees earned by non-executive directors for services during 2016. Fees earned are based on membership on the Board, committee membership and committee leadership positions. Please refer to our general policy on compensation of the members of our Board below in the section entitled “General Policy Regarding Compensation of Directors.”

(2) The amounts in this column represent the aggregate grant date fair value for stock option awards issued during 2016 computed in accordance with FASB ASC Topic 718. Please see footnote (2) to the Summary Compensation Table below for relevant assumptions made. As of December 31, 2016, the aggregate number of option awards outstanding (vested and unvested) for Mr. Elms was 43,837, for Dr. Grossman was 108,861, for Dr. Goldstein was 43,837, for Mr. Richman was 68,144, for Mr. Fong was 43,837 and for Mr. Guiheen was 43,837. These options vest in equal monthly installments over a 24-month period following the date of grant.

(3) On January 28, 2016, the Company issued to each non-executive director an option to purchase 9,000 shares of the Company’s common stock. Each option granted to such non-executive directors has an exercise price of $5.96, the closing price of the Company’s common stock on NASDAQ on January 28, 2016, and vests in 24 equal monthly installments, becoming fully vested on the second anniversary of the date of grant. Each option shall terminate on the earlier of (i) February 14, 2027 and (ii) the first anniversary of such director’s ceasing to serve on the Board.

(4) Board fees and option grants paid to Mr. Elms and Dr. Goldstein are assigned to Aisling.

(5) Board fees and option grants paid to Mr. Fong are assigned to Biomark.

General Policy Regarding Compensation of Directors

Pursuant to a Board-approved compensation program, in 2016, each director of the Company was paid an annual cash retainer of $34,000. The Chairman and Vice-Chairman were each paid an additional fee of $30,000. The Chairman of the Audit Committee, the Chairman of the Compensation Committee and the Chairman of the Governance and Nominations Committee were each paid $15,000, $10,000 and $10,000, respectively. Members of the Audit Committee, the Compensation Committee and the Governance and Nominations Committee were each paid a retainer of $8,000, $5,000 and $4,000, respectively.

On February 14, 2017, the Board approved a Board compensation program pursuant to which each director of the Company will be paid an annual cash retainer of $35,020. The Chairman and Vice-Chairman will each be paid an additional fee of $30,900. The Chairman of the Audit Committee, the Chairman of the Compensation Committee and the Chairman of the Governance and Nominations Committee will each be paid $15,450, $10,300 and $10,300, respectively. Members of the Audit Committee, the Compensation Committee and the Governance and Nominations Committee will each be paid a retainer of $8,240, $5,150 and $4,120, respectively. The Company will disburse to each member of the Board 50% of each member's annual Board and Committee fees on January 1 and the remaining 50% on July 1 of each year.

Option grant awards to non-employee directors are determined by the Board in its sole, good faith discretion. On February 14, 2017, the Compensation Committee, after consultation with a compensation consultant, recommended to the Board, and the Board approved, the grant of options to purchase 10,000 shares of common stock to each of its non-executive directors. Each option granted to such non-executive directors has an exercise price of $5.00, the closing price of the Company's common stock on NASDAQ on January 28, 2016, and vests in 24 equal monthly installments, becoming fully vested on the second anniversary of the date of grant. Each option shall terminate on the earlier of (i) February 14, 2027 and (ii) the first anniversary of such director's ceasing to serve on the Board.

Information regarding compensation for those of our directors who are also employees is set forth in the Executive Compensation - Summary Compensation Table below.

Executive Officers

Adam S. Grossman, 40 - Founder, Director, President and Chief Executive Officer

Mr. Grossman has been a director of the Company since 2007, has served as the Company's President and Chief Executive Officer since October 2011 and as the Company's President and Chief Operating Officer between 2007 and October 2011. Mr. Grossman has over 20 years of experience in the blood and plasma industry. Prior to founding the Company, Mr. Grossman was the Executive Vice President of National Hospital Specialties and GenesisBPS, a position he held between 1994 and 2011. He has experience in launching new products, building and managing national and international sales forces, managing clinical trials and completing numerous business development transactions. Previously, he worked at MedImmune, Inc., where he worked on marketing teams for RSV and CMV immunoglobulins and at the American Red Cross, where he launched new products with the Biomedical Services division. Mr. Grossman received a B.S. in Business Administration, with a specialization in International Business and Marketing, from American University. Mr. Grossman is the son of Dr. Jerrold B. Grossman, our Vice Chairman.

Brian Lenz, 44 – Vice President, Chief Financial Officer

Mr. Lenz joined the Company as its Vice President and Chief Financial Officer in May 2012. Mr. Lenz was previously employed by CorMedix Inc., a developmental-stage pharmaceutical and medical device company, where he held the position of Chief Financial Officer from February 2010 and Chief Operating Officer and Chief Financial Officer from January 2012 to May 2012. Prior to joining CorMedix, Mr. Lenz was the Chief Financial Officer of Arno Therapeutics from July 2008 to February 2010, the Chief Financial Officer of VioQuest Pharmaceuticals from April 2004 to June 2008, the Controller of Chiral Quest, Inc., a subsidiary of VioQuest Pharmaceuticals, from October 2003 to March 2004, the Controller of Smiths Detection from July 2000 to October 2003, and a senior auditor at KPMG LLP from October 1998 to July 2000. Mr. Lenz received a B.S. from Rider University; an M.B.A. from Saint Joseph's University and is a licensed Certified Public Accountant.

James Mond, M.D., Ph.D., 71 – Executive Vice President, Chief Scientific Officer and Chief Medical Officer

Dr. Mond joined the Company as the Executive Vice President, Chief Scientific Officer and Chief Medical Officer in July 2012. Dr. Mond was most recently Chief Scientific Officer and Executive Vice President at Biosynexus, where he was responsible for the preclinical and clinical development of three drug candidates from December 1999 through June 2011. Biosynexus engaged in immunological and non-immunologic approaches to treat and prevent staphylococcus infections. Dr. Mond also functioned as its Chief Medical Officer and had involvement with the Food and Drug Administration in designing clinical studies. While at Biosynexus, Dr. Mond served as Chief Medical Officer for a Phase III clinical trial that was run in 93 neonatal intensive care units in Europe and North America. Prior to that time, he was professor of Medicine, Rheumatology and Immunology at the Uniformed Services University of the Health Sciences in Bethesda, Maryland, actively practicing internal medicine, rheumatology and teaching medical students. Dr. Mond's laboratory invented a vaccine technology that was licensed to GlaxoSmithKline and is currently the basis of a number of pediatric vaccines that are commercialized globally. Dr. Mond also led the laboratory of Immunology at the Uniformed Services University of the Health Sciences and authored 168 papers published in peer reviewed scientific journals and 20 invited articles and book chapters. He has over 20 issued patents in the area of vaccines. Dr. Mond received his M.D and Ph.D. from the New York University Medical School.

Executive Compensation

Summary Compensation Table

The following table sets forth, for the periods indicated, all of the compensation awarded to, earned by or paid to (i) each individual serving as the Company's principal executive officer during the last completed fiscal year; and (ii) each other individual who served as an executive officer at the conclusion of the fiscal year ended December 31, 2016 and who received in excess of $100,000 in compensation during such fiscal year (collectively referred to as the "named executive officers").

Name and Principal Position	Year	Salary	Stock Options (1)	Non-Equity Incentive Plan Compensation (2)	Other Compensation (3)	Total
Adam S. Grossman Director, President and Chief Executive Officer (4)	2016	$ 492,757	$ 51,847	$ 212,400	$ 7,950	$ 764,954
	2015	$ 476,539	$ 547,912	$ 211,200	$ 7,950	$ 1,243,601
Dr. James Mond Executive Vice President, Chief Scientific Officer and Chief Medical Officer (5)	2016	$ 360,177	$ 20,606	$ 122,500	$ 7,950	$ 511,233
	2015	$ 347,115	$ 258,842	$ 122,500	$ 7,950	$ 736,407
Brian Lenz Vice President and Chief Financial Officer (6)	2016	$ 360,177	$ 17,553	$ 122,500	$ 7,950	$ 508,180
	2015	$ 346,539	$ 216,070	$ 122,500	$ 7,950	$ 693,059

(1) The amount reflected in the table represents the aggregate grant-date fair value of options computed in accordance with FASB ASC Topic 718 (formerly FAS 123R). We estimate the fair value of each option on the grant date using the Black-Scholes model with the following assumptions: To determine the risk-free interest rate, we utilized the U.S. Treasury yield curve in effect at the time of 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 Bulletin 107 which is based on the average between vesting term and contractual term. 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 a pro rata percentage of historical volatilities for similar publicly traded industry peers, along with the trading history for our common stock. We will continue to analyze the expected stock price volatility and expected term assumptions. We have not experienced any material forfeitures of stock options and as such, have not established a forfeiture rate. Since the stock options currently outstanding are primarily held by our senior management and directors, we will continue to evaluate the effects of such future potential forfeitures, as they may arise, to evaluate our estimated forfeiture rate. The material terms of the options held are described in the footnotes to the Outstanding Equity Awards at Fiscal-Year End table.

(2) Reflects annual bonuses for 2016, which were paid in February 2017, and annual bonuses for 2015, which were paid in February 2016. Annual bonuses are determined based on the target bonuses established in each named

executive officers' employment agreement (described below), subject to achievement of pre-established performance goals.

(3) Other compensation consists entirely of employer contributions to employee accounts under our 401(k) plan in which our employees are entitled to participate. Such amounts were earned for services performed in the prior year.

(4) Mr. Grossman has served as our President and Chief Executive Officer since October 2011.

(5) Dr. Mond has served as our Executive Vice President, Chief Scientific Officer and Chief Medical Officer since July 2012.

(6) Mr. Lenz has served as our Vice President and Chief Financial Officer since May 2012.

Outstanding Equity Awards at Fiscal Year-End

The following table sets forth information regarding unexercised options held by each of the named executive officers as of December 31, 2016.

	Option Awards			
Name	Number of Securities Underlying Unexercised Options Number of Shares Underlying Exercisable Options	Number of Shares Underlying Unexercisable Options (1)	Option Exercise Price	Option Expiration Date
Adam S. Grossman Director, President and Chief Executive Officer	42,021	-	$ 2.68	7/16/2017
	269,410	-	$ 7.56	2/13/2022
	70,343	28,966	$ 8.50	2/21/2024
	28,750	31,250	$ 10.80	1/30/2025
	11,812	28,688	$ 9.37	10/9/2025
	-	16,984	$ 5.96	1/28/2026
Dr. James Mond Executive Vice President, Chief Scientific Officer and Chief Medical Officer	134,705	-	$ 7.56	7/18/2022
	20,960	8,631	$ 8.50	2/21/2024
	10,541	11,459	$ 10.80	1/30/2025
	7,875	19,125	$ 9.37	10/9/2025
	-	6,750	$ 5.96	1/28/2026
Brian Lenz Vice President and Chief Financial Officer	84,190	-	$ 7.56	5/1/2022
	27,647	11,385	$ 8.50	2/21/2024
	8,625	9,375	$ 10.80	1/30/2025
	6,708	16,292	$ 9.37	10/9/2025
	-	5,750	$ 5.96	1/28/2026

(1) With respect to option grants that have unvested options outstanding, each option grant vests over four years, with 25% vesting on the first anniversary of the grant date and the remaining 75% vesting in equal monthly installments over the following 36 months of continued employment, subject to accelerated vesting upon certain terminations of

employment in connection with a change in control (as described below under “Agreements with Executive Officers”).

Agreements with Executive Officers

President and Chief Executive Officer

On January 28, 2016, the Company entered into an amended and restated employment agreement with our President and Chief Executive Officer, Adam S. Grossman, for an initial term of three years, with automatic three year renewal periods unless notice is provided 90 days in advance of the expiration of the then-current term. The amended and restated employment agreement provides that Mr. Grossman is (i) entitled to a base salary of $480,000 annually, (ii) eligible for an annual cash bonus with a target equal to 50% of Mr. Grossman's base salary, based upon the attainment of certain performance objectives mutually agreed to by the Board and Mr. Grossman; and (iii) eligible to participate in our standard benefits package. Mr. Grossman's amended and restated employment agreement further provides, in the event (i) that Mr. Grossman is terminated by the Company "without cause" (as such term is defined under the amended and restated agreement), (ii) that Mr. Grossman resigns for "good reason" (as such term is defined under the amended and restated agreement), or (iii) of any termination resulting from a "change of control" (as such term is defined under the amended and restated agreement) in which the existing employment agreement is not assumed by the successor to the Company, he would be entitled to (in addition to any accrued but unpaid benefits) (A) a severance payment equal to one year of base salary plus "target bonus" (as such term is defined under the amended and restated agreement) payable in 12 monthly, equal installments after termination or, if such termination is immediately preceding or within two years following a change of control, a severance payment equal to 18 months' base salary plus one and a half times the "target bonus" payable in a lump sum, (B) prior year target bonus (if unpaid), and (C) accelerated vesting of stock options granted to Mr. Grossman on January 28, 2016, as described in the following sentence. If Mr. Grossman (x) is terminated "without cause" or Mr. Grossman resigns for "good reason," in either case immediately preceding or within two years after a "change in control," such stock options will accelerate in full, and (y) is terminated "without cause" or Mr. Grossman resigns for "good reason" (or if Mr. Grossman dies or become disabled), and clause (x) does not apply, the portion of such stock options that would have vested on or before the first anniversary of such termination had Mr. Grossman remained employed will accelerate. Furthermore, any payments, awards, benefits or distributions due to Mr. Grossman under the amended and restated agreement as a result of a transaction described in Section 280G(b)(2)(A)(i) of the Code, may be subject to a cutback as set forth in the amended and restated agreement.

The amended and restated employment agreement also contains a mutual nondisparagement covenant and customary noncompetition, nonsolicitation, confidentiality, and intellectual property covenants.

Executive Vice President, Chief Scientific Officer and Chief Medical Officer

On January 28, 2016, the Company entered into amended and restated employment agreement with our Executive Vice President, Chief Scientific Officer and Chief Medical Officer, James Mond, M.D., Ph.D., for an initial term of three years, with automatic three year renewal periods unless notice is provided 90 days in advance of the expiration of the then-current term. The amended and restated employment agreement provides that Dr. Mond is (i) entitled to a base salary of $350,000 annually, (ii) eligible for annual bonus payments of up to 35% of his then-current base salary, based upon the achievement of certain milestones as mutually agreed by our President and Chief Executive Officer and Dr. Mond and approved by the Compensation Committee, and (iii) eligible to participate in our standard benefits package.

Pursuant to the amended and restated agreement, if a "change in control" (as such term is defined under the amended and restated agreement) occurs and the successor to the Company does not assume the amended and restated agreement or, within 12 months following such change in control, Dr. Mond is terminated "without cause" (as such term is defined under the amended and restated agreement) or Dr. Mond resigns for "good reason" (as such term is defined under the amended and restated agreement), Dr. Mond would be entitled to (in addition t