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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 18, 2017

**ADAMIS PHARMACEUTICALS CORPORATION**

(Exact Name of Registrant as Specified in Charter)

Delaware  
(State or other jurisdiction  
of incorporation)

0-26372  
(Commission File Number)

82-0429727  
(IRS Employer  
Identification No.)

11682 El Camino Real, Suite 300  
San Diego, CA  
(Address of Principal Executive Offices)

92130  
(Zip Code)

Registrant's telephone number, including area code: (858) 997-2400

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

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**Item 1.01 Entry into a Material Definitive Agreement.**

As previously reported, on August 19, 2014, Adamis Pharmaceuticals Corporation (the “Company”) entered into a purchase agreement (the “2014 Agreement”) and a registration rights agreement, pursuant to which it issued 1,418,439 shares of Series A Convertible Preferred Stock and warrants (the “2014 Warrants”) to purchase up to 1,418,439 shares of Common Stock. The exercise price of the 2014 Warrants was \$3.40 per share. The purchasers included a small number of institutional investors.

Also as previously reported, on July 11, 2016, the Company entered into a purchase agreement (the “2016 Purchase Agreement”) and a registration rights agreement, with a small number of institutional and sophisticated investors pursuant to which it issued 1,724,137 shares of Series A-2 Convertible Preferred Stock and warrants (“2016 Warrants”) to purchase up to 1,724,137 shares of Common Stock or Series A-2 Preferred. The exercise price of the 2016 Warrants was \$2.90 per share.

On August 18, 2017, the Company and certain holders of the 2014 Warrants and 2016 Warrants (the “Holders”) agreed to reduce the exercise price of the 2014 Warrants held by such Holders from \$3.40 to \$3.20 per share, and the exercise price of the 2016 Warrants held by such Holders from \$2.90 to \$2.70 per share (collectively, the “Reduced Exercise Price” and all such warrants referred to as the “Reprice Warrants”) in consideration for the exercise in full of the remaining 2014 Warrants and 2016 Warrants held by such Holders to acquire shares of Common Stock. The Company entered into a warrant repricing letter agreement (the “Exercise Agreement”) with each of the Holders of the Reprice Warrants (the “Exercising Holders”), which Exercising Holders own, in the aggregate, 2014 Warrants to purchase a total of 880,672 shares and 2016 Warrants to purchase a total of 1,154,976 shares. Pursuant to the Exercise Agreements, the Exercising Holders and the Company agreed that the Exercising Holders would exercise their 2014 Warrants and 2016 Warrants with respect to all of the shares of Common Stock underlying such 2014 Warrants and 2016 Warrants for the Reduced Exercise Price. If the exercise of the Reprice Warrants would cause the Holder to exceed the 4.99% or 9.99% beneficial ownership limitations (“Beneficial Ownership Limitation”) (as defined in the 2014 Warrants and 2016 Warrants), then the Company will only issue such number of shares to the Holder as instructed by the Holder and as would not cause such Holder to exceed the maximum number of shares permitted under the Beneficial Ownership Limitation, with the balance of shares to be held in abeyance until the balance may be issued in compliance with such limitations.

The Company expects to receive aggregate gross proceeds of approximately \$5,936,000 from the exercise of the 2014 Warrants and 2016 Warrants by the Exercising Holders. After the full exercise of the 2014 Warrants and 2016 Warrants by the Exercising Holders, no 2014 Warrants will be outstanding, and 2016 Warrants to purchase approximately 192,414 shares will remain outstanding.

The description of terms and conditions of the Exercise Agreements set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Exercise Agreement, which is attached hereto as Exhibit 10.1.

**Item 3.03 Material Modifications to Rights of Security Holders.**

The information contained above in Item 1.01 is hereby incorporated by reference into this Item 3.03.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

[10.1 Form of Warrant Repricing Letter Agreement](#)

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**SIGNATURE**

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

**ADAMIS PHARMACEUTICALS CORPORATION**

Dated: August 21, 2017

By: /s/ Robert O. Hopkins  
Name: Robert O. Hopkins  
Title: Chief Financial Officer

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August 18, 2017

[Name]  
[Address]

RE: Reset Offer of Common Stock Purchase Warrants

To Whom It May Concern:

Adamis Pharmaceuticals Corporation (the “Company”) is pleased to offer to you the opportunity to reprice the exercise of all of the Common Stock purchase warrants set forth on Annex I attached hereto (the “Reprice Warrants”) currently held by you (the “Holder”). Certain of the Reprice Warrants (the “2014 Reprice Warrants”) were issued pursuant to the Purchase Agreement dated as of August 19, 2014 (the “2014 Agreement”), and certain of the Reprice Warrants (the “2016 Reprice Warrants”) were issued pursuant to the Purchase Agreement dated July 11, 2016 (the “2016 Agreement”) and together with the 2014 Agreement, the “Purchase Agreements”), entered into by and among the Company and the signatories thereto. The resale of the shares acquired upon exercise of the Reprice Warrants (“Warrant Shares”) has been registered pursuant to a registration statement on Form S-3 (File No. 333-199454), and a registration statement on Form S-3 (File No. 333-212880) (collectively, the “Registration Statements”). The Registration Statements are currently effective and, upon exercise of the Reprice Warrants pursuant to this letter agreement, will be effective for the resale of the Warrant Shares. Capitalized terms not otherwise defined herein shall have the meanings set forth in the 2014 Agreement or the 2016 Agreement (as applicable).

In consideration for exercising in full all of the Reprice Warrants held by you (the “Warrant Exercise”), the Company hereby offers you a reduced exercise price of the 2014 Reprice Warrants to \$3.20, and a reduced exercise price of the 2016 Reprice Warrants to \$2.70 per share. Notwithstanding anything herein to the contrary, in the event that the Warrant Exercise would otherwise cause the Holder to exceed the beneficial ownership limitations (“Beneficial Ownership Limitation”) in the Reprice Warrants, the Company shall only issue such number of Warrant Shares to the Holder (as instructed in writing by Holder) that would not cause such Holder to exceed the maximum number of Warrant Shares permitted thereunder with the balance to be held in abeyance until the balance (or portion thereof) may be issued in compliance with such limitations. Holder shall provide written notice to the Company promptly when any additional Warrant Shares may be issued in compliance with the Beneficial Ownership Limitation. The balance of the Warrant Shares shall promptly be issued when Holder provides notice that Holder holds less than the Beneficial Ownership Limitation.

Expressly subject to the paragraph immediately following this paragraph below, Holder may accept this offer by signing this letter below, with such acceptance constituting Holder’s exercise in full of the Reprice Warrants for an aggregate exercise price as set forth on the Holder’s signature page hereto (the “Warrants Exercise Price”) on or before 8:00 a.m. (New York City time) on August 21, 2017.

Additionally, the Company agrees to the representations, warranties and covenants set forth on Annex A attached hereto.

From the date hereof until five Trading Days after the date hereof (“Standstill Period”), neither the Company nor any Subsidiary shall issue, enter into any agreement to issue or announce the issuance or proposed issuance of any shares of Common Stock or Common Stock Equivalents; provided, however, that this prohibition shall not apply to the Company’s issuance of securities upon the exercise or exchange of or conversion of any securities exercisable or exchangeable for or convertible into shares of Common Stock, or other similar rights, issued and outstanding on the date of this letter agreement, provided that such outstanding securities have not been amended since the date of this letter agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities (other than any amendment pursuant to an Other Warrant Exercise Agreement). The Company agrees that it will not amend any issued and outstanding option or warrant during the Standstill Period other than warrants issued under the Purchase Agreements.

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If this offer is accepted on or before 8:00 a.m. (New York City time) on August 21, 2017, then on or before 9:00 a.m. (New York City time) on August 21, 2017, the Company shall file a Current Report on Form 8-K with the Securities and Exchange Commission disclosing all material terms of the transactions contemplated hereunder. The Company shall also file prospectus supplements to the Registration Statements disclosing the reduced exercise price of the Reprice Warrants within 48 hours. The Company represents, warrants and covenants that, upon acceptance of this offer, the shares underlying the Reprice Warrants shall be issued as provided in the Purchase Agreements and in the Reprice Warrants and all of the Warrant Shares shall be delivered electronically through the Depository Trust Company within the time periods specified therein after the date the Company receives the Warrants Exercise Price for the exercised Reprice Warrants (or, with respect to shares that would otherwise be in excess of the Beneficial Ownership Limitation, within two business days of the date the Company is notified by Holder that its ownership is less than the Beneficial Ownership Limitation). Holder agrees to comply with all applicable securities laws concerning any resale of the Warrant Shares. The terms of the Reprice Warrants, including, but not limited to, the obligations to deliver the Warrant Shares, shall otherwise remain in effect as if the acceptance of this offer were a formal Notice of Exercise (including, but not limited to, any liquidated damages and compensation in the event of late delivery of the Warrant Shares).

The Company acknowledges and agrees that the obligations of the Holders under this letter agreement are several and not joint with the obligations of any other holder of warrants of the Company issued pursuant to the Purchase Agreements (each, an “Other Holder”) under any other agreement related to the exercise of such warrants (“Other Warrant Exercise Agreement”), and the Holder shall not be responsible in any way for the performance of the obligations of any Other Holder or under any such Other Warrant Exercise Agreement. Nothing contained in this letter agreement, and no action taken by the Holders pursuant hereto, shall be deemed to constitute the Holders and the Other Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders and the Other Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this letter agreement and the Company acknowledges that the Holders and the Other Holders are not acting in concert or as a group with respect to such obligations or the transactions contemplated by this letter agreement or any Other Warrant Exercise Agreement. The Company and the Holders confirm that the Holders have independently participated in the negotiation of the transactions contemplated hereby with the advice of its own counsel and advisors. The Holders shall be entitled to independently protect and enforce their rights, including, without limitation, the rights arising out of this letter agreement, and it shall not be necessary for any Other Holder to be joined as an additional party in any proceeding for such purpose.

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*[signature pages follow]*

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[Name]  
August 18, 2017  
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To accept this offer, Holder must counter execute this letter agreement and return the fully executed agreement to the Company on or before 8:00 am (New York City time) on August 21, 2017.

Please do not hesitate to call me if you have any questions.

Sincerely yours,

**ADAMIS PHARMACEUTICALS CORPORATION**

By: \_\_\_\_\_  
Name: Dennis J. Carlo  
Title: Chief Executive Officer

*[Holder signature page follows]*

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**Accepted and Agreed to:**

Name of Holder: \_\_\_\_\_

*Signature of Authorized Signatory of Holder:* \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Repriced Warrant Shares: \_\_\_\_\_

Aggregate Exercise Price: \$ \_\_\_\_\_

Repriced Warrant Shares issued on date hereof: \_\_\_\_\_

DTC Instructions: \_\_\_\_\_

*[signature page to ADMP Letter Agreement]*

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## Annex A

Representations, Warranties and Covenants of the Company. The Company hereby makes the following representations and warranties to the Holder:

(a) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this letter agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, its board of directors or its stockholders in connection therewith. This letter agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally; (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies; and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) No Conflicts. The execution, delivery and performance of this letter agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company's certificate of incorporation, bylaws or other organizational or charter documents; or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien or encumbrance upon any of the properties or assets of the Company in connection with, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other material instrument (evidencing Company debt or otherwise) or other material understanding to which such Company is a party or by which any property or asset of the Company is bound or affected; or (iii) subject to such filings that may be required pursuant to applicable federal or state securities laws or rules of any stock exchange on which the Common Stock is traded, which the Company undertakes to file within the applicable time periods, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected, except, in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect (as defined in the Purchase Agreement).

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Annex I

**Reprice Warrants**

<b>Investor</b>	<b>Issue Date</b>	<b>Exercise Price</b>	<b>Warrant Shares</b>

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