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As filed with the Securities and Exchange Commission on May 8, 2012

Registration No. 333-180426

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

AMENDMENT NO. 1
to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Globus Medical, Inc.

(Exact name of registrant as specified in its charter)

Delaware	3841	04-3744954
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Valley Forge Business Center
2560 General Armistead Avenue
Audubon, PA 19403
(610) 930-1800
(Address, including zip code and telephone number, including area code, of registrant's principal executive offices)

Anthony L. Williams
Vice President and Corporate Counsel
Globus Medical, Inc.
Valley Forge Business Center
2560 General Armistead Avenue
Audubon, PA 19403
(610) 930-1800
(Name, address, including zip code and telephone number, including area code, of agent for service)

Copies to:

Stephen T. Burdumy Robert C. Juelke Drinker Biddle & Reath LLP One Logan Square, Suite 2000 Philadelphia, PA 19103-6996 (215) 988-2700	Donald R. Reynolds Wyrick Robbins Yates & Ponton LLP 4101 Lake Boone Trail, Suite 300 Raleigh, NC 27607 (919) 781-4000	Marc D. Jaffe Latham & Watkins LLP 885 Third Avenue, Suite 1000 New York, NY 10022-4834 (212) 906-1200

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐

CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be registered	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee (2)(3)
Class A Common Stock, $0.001 par value per share	$150,000,000	$17,190

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended, and includes shares of our Class A common stock that the underwriters have an option to purchase to cover overallotments, if any.

(2) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate offering price.

(3) The total registration fee includes $11,460 that was previously paid for the registration of $100,000,000 of proposed maximum offering price and $5,730 for the registration of an additional $50,000,000 of proposed maximum offering price registered hereby.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion
Preliminary Prospectus dated May 8, 2012

PROSPECTUS

Shares

Class A Common Stock

This is the initial public offering of Globus Medical, Inc. We are selling shares of our Class A common stock and the selling stockholders are selling shares of our Class A common stock. We will not receive any proceeds from the sale of shares of our Class A common stock to be offered by the selling stockholders.

We expect the public offering price to be between $ and $ per share. Currently, no public market exists for the shares. We intend to apply to list our Class A common stock on the New York Stock Exchange under the symbol "GMED".

Following this offering, we will have two classes of common stock outstanding: Class A common stock and Class B common stock. The rights of the holders of our Class A common stock and our Class B common stock are identical, except with respect to voting and conversion. Each share of our Class A common stock is entitled to one vote per share and is not convertible into any other shares of our capital stock. Each share of our Class B common stock is entitled to ten votes per share and is convertible into one share of our Class A common stock at any time. Our Class B common stock also will automatically convert into shares of our Class A common stock upon certain transfers. Please read "Description of Capital Stock—Common Stock."

We are an "emerging growth company" under the federal securities laws and will be subject to reduced public company reporting requirements. Investing in our Class A common stock involves risks that are described in the " Risk Factors" section beginning on page 13 of this prospectus.

	Per Share	Total
Public offering price	$	$
Underwriting discounts	$	$
Proceeds, before expenses, to Globus Medical, Inc.	$	$
Proceeds, before expenses, to the selling stockholders	$	$

The underwriters may also purchase up to an additional shares of our Class A common stock from the selling stockholders, at the public offering price, less the underwriting discount, within 30 days from the date of this prospectus to cover overallotments, if any.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Delivery of the shares of Class A common stock will be made on or about , 2012.

BofA Merrill Lynch **Goldman, Sachs & Co.** **Piper Jaffray**

Leerink Swann

Canaccord Genuity **William Blair** **Oppenheimer & Co.**

The date of this prospectus is , 2012.

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You should rely only on the information contained in this document and any free writing prospectus we provide to you. We have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

We intend to effectuate a reverse stock split of our outstanding common stock immediately prior to the closing of this offering. As of the date of this preliminary prospectus, we have not yet effectuated a reverse stock split.

MARKET AND INDUSTRY DATA

This prospectus contains industry, market, and competitive position data that are based on industry publications and studies conducted by third parties. The industry publications and third-party studies generally state that the information that they contain has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. While we believe that each of these publications and third-party studies is reliable, we have not independently verified the market and industry data obtained from these third-party sources.

TRADEMARKS

The Globus Medical trademark portfolio contains 74 registered trademarks and 41 pending trademarks. The Globus Medical trademark portfolio includes domestic and foreign trademarks with associated logos and tag lines. The following list includes all registered marks and pending marks. All other trademarks or trade names referred to in this prospectus are the property of their respective owners.

The following are registered trademarks:

GLOBUS MEDICAL; GLOBUS MEDICAL Logo; MAINTAIN; PRESERVE; SECURE; SUSTAIN; PROTEX; ASSURE; ACCUFLEX; XPAND (US); PIVOT; GATEWAY; RETAIN; REVERE; LAMINEX; NUBONE; INDEPENDENCE; CITADEL; MICROFUSE; PATRIOT; COLONIAL; CONSTITUTION; CONTINENTAL; NIKO; TRIUMPH; RENEGADE (EU); RELIEVE; TRANSITION; ADDITION; H-LINK ; CORRIDOR; SIGNATURE; REVOLVE; ELLIPSE; THINKSPINE Logo; VIP; XTEND; ELLIPTICLICK; TRUSS; COALITION; ZYFUSE; TRANSCONTINENTAL; RESCUE; RETRIEVE; INTERCONTINENTAL; CONDUCT; LIFE MOVES US; CALIBER; SP-FIX; SKIN TO SKIN; REVLOK; faceT SOLUTIONS; FACET SOLUTIONS, INC. Logo; AFRS; ACADIA; ALGEA THERAPIES (EU); ALGEA (Design–EU and Switzerland); ACCUMETER; Globus Medical Etched Logo BEACON; SOFTSTOP.

The following are pending trademarks:

XPAND (Foreign); PREEMINENCE IN SPINE; ORBIT; RENEGADE (US); FORTIFY; LATIS; REVOLVER; THINKSPINE; ZYLIF; ZLIF; DROP & LOCK; KINEX; LIFE MOVES US; CONTAIN; UNIFY; AFFIRM; COMPOSE; ALGEA; ALGEA THERAPIES (US); ALGEA (Design–US); SI-LOK; FORGE; CANOPY; GLOBUS MEDICAL (New Logo); CHIMERA; INTERVENTIONS FOR LIFE; RISE; OPTIC LOCKING TECHNOLOGY; SP-FIX ARC; PLYMOUTH; XEMPLIFI; BERETTA; INTRALIF; MARVEL; SP-FLEX; CREO; IN-LOK.

PROSPECTUS SUMMARY

This summary highlights certain information appearing elsewhere in this prospectus. As this is a summary, it does not contain all of the information that you should consider in making an investment decision. You should read the entire prospectus carefully, including the information under "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes included in this prospectus, before investing. Unless otherwise stated in this prospectus, references to "Globus," "we," "us" or "our company" refer to Globus Medical, Inc. and its subsidiaries.

We refer to Adjusted EBITDA in this prospectus summary and elsewhere in this prospectus. For the definition of Adjusted EBITDA, an explanation of why we present it and a description of the limitations of this non-GAAP measure, as well as a reconciliation to net income, see "—Summary Consolidated Financial Data."

Our Business

We are a medical device company focused exclusively on the design, development and commercialization of products that promote healing in patients with spine disorders. We are an engineering-driven company with a history of rapidly developing and commercializing products that assist surgeons in effectively treating their patients, respond to evolving surgeon needs and address new treatment options. Since our inception in 2003, we have launched over 100 products and offer a comprehensive portfolio of innovative and differentiated products addressing a broad array of spinal pathologies, anatomies and surgical approaches. We were formed in 2003 and have grown our sales to $331.5 million in 2011. We have been able to achieve our success while maintaining strong profit margins. For the year ended December 31, 2011, we had $118.6 million of Adjusted EBITDA, representing an Adjusted EBITDA margin of 36%, and $60.8 million of net income. For the three months ended March 31, 2012, we had sales of $94.7 million as compared to $78.3 million for the three months ended March 31, 2011, an increase of $16.4 million or 21%. For the three months ended March 31, 2012, we had $34.0 million of Adjusted EBITDA, representing an Adjusted EBITDA margin of 36%, and $17.6 million of net income. We had positive Adjusted EBITDA and Adjusted EBITDA margins in excess of 35% for each of the years ended December 31, 2009, 2010 and 2011.

All of our products fall into one of two categories: innovative fusion or disruptive technologies. Our innovative fusion products address a broad range of spinal fusion surgical procedures. Spinal fusion is a surgical procedure to correct problems with the individual vertebrae, the interlocking bones making up the spine, by preventing movement of the affected bones. We believe our innovative fusion products demonstrate features and characteristics that provide advantages for surgeons and contribute to better outcomes for patients as compared to traditional fusion products.

We define disruptive technologies as those that represent a significant shift in the treatment of spine disorders by allowing for novel surgical procedures, improvements to existing surgical procedures, the treatment of spine disorders by new physician specialties, and surgical intervention earlier in the continuum of care. Our current portfolio of approved and pipeline products includes a variety of disruptive technology products, which we believe offer material improvements to fusion procedures, such as minimally invasive surgical, or MIS, techniques, as well as new treatment alternatives including motion preservation technologies, such as dynamic stabilization, total disc replacement and interspinous process spacer products, and advanced biomaterials technologies.

We expect the market for disruptive technologies to grow faster than the traditional fusion market and expand the overall addressable population of patients seeking surgical treatment for spine disorders. For the three months ended March 31, 2012, for example, total sales of our innovative fusion products and our disruptive

technologies products were $61.5 million and $33.2 million, respectively, representing increases of 9% and 51%, respectively, over the three months ended March 31, 2011. For the year ended December 31, 2011, total sales of our innovative fusion products and our disruptive technologies products were $224.4 million and $107.1 million, respectively, representing year-over-year growth rates of 4% and 47%, respectively.

We have a product development engine that we believe is unique and highly efficient. It employs an integrated team approach to product development that involves collaboration among surgeons, our engineers, our dedicated researchers, our highly-skilled machinists, and our clinical and regulatory personnel. We believe that utilizing these integrated teams, as well as our extensive in-house facilities, enables us to design, test and obtain regulatory approvals of our products at a faster rate than our competitors. We emphasize the importance of developing new products that are improvements to existing technologies and offerings, which we believe drives demand for our products. We have introduced 44 products since 2009, which accounted for 46% of our sales for the year ended December 31, 2011.

Our product development engine allows us to develop products that we believe demonstrate features and characteristics that provide advantages for surgeons and contribute to better outcomes for patients. We believe the use of our products reduces costs as a result of lower morbidity rates, shorter patient recovery times and shorter hospital stays.

We market and sell our products through our exclusive global sales force. As of March 31, 2012, our U.S. sales force consisted of 336 sales representatives employed by us or our 19 exclusive independent distributors. As of March 31, 2012, our international operations consisted of 87 employees and eight exclusive independent distributors, which together had sales in 17 countries during 2011. We expect to continue to expand our domestic and international sales and marketing infrastructure. We intend to add a total of 24 additional direct and distributor sales representatives in the United States and aim to have a sales presence in eight additional countries by the end of 2012. We believe the planned expansion of our U.S. and international sales forces provides us with significant opportunities for future growth as we continue to penetrate existing geographic markets and enter new ones.

Market Opportunity

According to iData Research, Inc. the $10.0 billion worldwide spine market consists of the $5.9 billion spinal fusion market and the $4.1 billion disruptive technologies market. We believe the worldwide market for spine surgery will continue to grow as a result of the following market influences:

- *Favorable patient demographics*. The number of people over the age of 65 is large and growing. Improvements in healthcare have led to increasing life expectancies worldwide and the opportunity to lead more active lifestyles at advanced ages. These trends are expected to generate increased demand for spine surgeries.

- *Improving technologies leading to increased use of fusion procedures*. Due to the longevity of its practice and acceptable clinical outcomes, fusion has become a standard treatment option for patients presenting more advanced stages of spine disease. We expect that the development of improved fusion products will continue to contribute to spinal fusion as a leading treatment for advanced stages of spine disease.

- *Disruptive technologies driving earlier interventions and creating an expanded patient base.* Disruptive technologies are gaining increasing acceptance among patients and surgeons because they allow for novel surgical procedures, improvements to existing surgical procedures, the treatment of spine disorders by new physician specialties, and surgical intervention earlier in the continuum of care, all of which can result in better outcomes for patients. We believe surgeons and

patients who would otherwise choose more conservative nonsurgical treatment plans with sub-optimal results may elect a surgical option utilizing disruptive technologies to treat spine disorders. As a result, disruptive technologies are expected to drive accelerated growth and increase the size of the addressable patient population for spine surgery.

- *Continued market penetration internationally.* While the United States comprises approximately 5% of the worldwide population, according to iData Research, Inc., approximately 53% of spine surgeries occur in the United States. We believe that improvements to the standard of care, including the introduction of new products and the expansion of international sales forces, will increase demand for spine products outside of the United States.

Our Competitive Strengths

We are focused exclusively on the spine market and our senior leadership team has over 150 years of collective experience in the spine industry. We believe that this focus and experience, combined with the following principal competitive strengths, will allow us to grow our sales faster than our competitors and the overall spine industry:

- *Comprehensive and broad portfolio of innovative fusion products.* We have a comprehensive portfolio of innovative fusion products that addresses a broad array of spinal pathologies, anatomies and surgical approaches. We believe our innovative fusion products demonstrate features and characteristics that provide advantages for surgeons and contribute to better outcomes for patients as compared to traditional fusion products.

- *Well-positioned disruptive technology products.* We expect the market for disruptive technologies to grow faster than the traditional fusion market. We currently have a comprehensive and broad portfolio of MIS, motion preservation and advanced biomaterials products, with several other products in various stages of development. We believe our current portfolio and pipeline of disruptive technology products provide improved patient outcomes, reduce overall costs and position us to capitalize on the growth in this market.

- *Unique and highly efficient product development engine.* Our integrated teams of surgeons, engineers, dedicated researchers, highly-skilled machinists, and clinical and regulatory personnel work together to conceptualize, evaluate, and develop potential new products through an iterative process that allows for rapid product development. We believe that our process results in a unique and highly efficient approach to product development that significantly reduces the time required to advance a potential product from concept to commercialization, and allows us to react quickly to evolving surgeon and patient needs, address new treatment options, and introduce several new products annually.

- *Exclusive U.S. sales force with broad geographic scope.* As of March 31, 2012, our U.S. sales force consisted of 336 sales representatives employed by us or our 19 exclusive independent distributors. Our direct and distributor sales representatives are highly trained in the clinical benefits of our products and frequently consult with surgeons and surgical staff inside the operating room regarding the use of our products. We believe the size, expertise and exclusive nature of our sales force enable us to maximize our market penetration and continue to expand our geographic presence.

- *Demonstrated track record of profitability with established scale.* We have made investments in our infrastructure that have allowed us to develop and commercialize over 100 new products since our inception, while maintaining strong profit margins typically associated with our larger competitors.

For the year ended December 31, 2011, we generated sales of $331.5 million, Adjusted EBITDA of $118.6 million and net income of $60.8 million, and for the three months ended March 31, 2012, we generated sales of $94.7 million, Adjusted EBITDA of $34.0 million and net income of $17.6 million. Our disciplined approach has contributed to Adjusted EBITDA margins in excess of 35% for each of the years ended December 31, 2009, 2010 and 2011.

Our Products and Clinical Development Programs

We currently offer a comprehensive and broad portfolio of over 100 innovative fusion and disruptive technology products. Our innovative fusion products are used in cervical, thoracolumbar, sacral, and interbody/corpectomy fusion procedures to treat degenerative, deformity, tumor, and trauma conditions. Our disruptive technology products include MIS, motion preservation and advanced biomaterials technologies. We continue to develop and test novel spine products, and as of the date of this prospectus, we had over 30 potential new products in various stages of development. We are currently conducting clinical trials for several new disruptive technologies under FDA-approved investigational device exemptions, or IDEs, including the SECURE-C Cervical Artificial Disc, the ACADIA facet Replacement System, and the TRIUMPH Lumbar Disc. We expect to launch approximately five to ten new products in each of the next three years.

Our Strategy

Our goal is to become the leader in providing innovative solutions across the continuum of care in the spine market. To achieve this goal, we are employing the following business strategies:

- *Leverage our unique and highly efficient product development engine* . We plan to continue to develop innovative fusion products and disruptive technology products in the areas of MIS, motion preservation, and advanced biomaterials technologies using what we believe to be a unique and highly efficient product development engine. We believe our team-oriented approach, active surgeon input and demonstrated product development and commercialization capabilities position us to maintain a rapid rate of new product launches.

- *Increase the size, scope and productivity of our exclusive U.S. sales force.* We have made, and intend to continue to make, significant investments in our exclusive U.S. sales force to maximize our market penetration and expand our geographic presence. We intend to add a total of 24 additional direct and distributor sales representatives in the United States by the end of 2012. We will continue to provide our sales representatives with specialized development programs designed to improve their productivity.

- *Continue to expand into international markets.* We expect to continue to increase our international presence through the commercialization of additional products and through the expansion of our direct and distributor sales force. As of December 31, 2011, we had an existing direct or distributor sales presence in 17 countries outside of the United States and aim to have a sales presence in eight additional countries by the end of 2012.

- *Pursue strategic acquisitions and alliances.* We intend to selectively pursue acquisitions and alliances in the future that will provide us with new or complementary technologies, personnel with significant relevant experience, or increased market penetration. We are currently evaluating a number of possible acquisitions or strategic relationships and believe that our resources and experience make us an attractive acquiror or partner.

Risks Affecting Us

We are subject to numerous risks, including risks that may prevent us from achieving our business objectives or may adversely affect our business, financial condition, results of operations, cash flows and prospects. Please read the section entitled "Risk Factors" beginning on page 13 for a discussion of some of the factors you should carefully consider before deciding to invest in our Class A common stock. In particular, our business depends substantially on spine surgeons recognizing our products as a superior choice for patients, and on third-party payors offering reimbursement to healthcare providers for our products. We rely on the expertise of our sales force and may not be able to maintain or expand it. Our competitors and potential competitors include much larger companies with more resources and commercialization experience than we have. Our products have not been subject to long-term clinical studies as to their safety and effectiveness, and so our products may prove to be less safe or effective than initially thought. Our products are heavily regulated, and changes in legal or regulatory requirements, including healthcare reform, could affect us, our products and their use. Our ability to grow our business may be limited by a number of factors, including intellectual property held by others.

Corporate Information

We were incorporated in Delaware in 2003. Our principal executive offices are located at Valley Forge Business Center, 2560 General Armistead Avenue, Audubon, Pennsylvania 19403. The telephone number of our principal executive office is (610) 930-1800. Our website is *www.globusmedical.com*. The information on our website is not incorporated by reference into this prospectus, and you should not consider information contained on our website to be a part of this prospectus or in deciding whether to purchase our Class A common stock.

Implications of Being an Emerging Growth Company

As a company with less than $1.0 billion in revenue during our last fiscal year, we qualify as an "emerging growth company" as defined in the Jumpstart our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting requirements and is relieved of certain other significant requirements that are otherwise generally applicable to public companies. As an emerging growth company,

- we may present only two years of audited financial statements and only two years of related Management's Discussion & Analysis of Financial Condition and Results of Operations, or MD&A;
- we are exempt from requirement to obtain an attestation and report from our auditors on the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002;
- we are permitted to provide less extensive disclosure about our executive compensation arrangements;
- we are not required to give our stockholders non-binding advisory votes on executive compensation or golden parachute arrangements; and
- we intend to elect to use an extended transition period for complying with new or revised accounting standards.

We may take advantage of these provisions for up to five years or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company if we have more than $1.0 billion in annual revenues, have more than $700 million in market value of our common stock held by non-affiliates, or issue more than $1.0 billion of non-convertible debt over a three-year period. We may choose to take advantage of some but not all of these reduced burdens.

The Offering

Issuer	Globus Medical, Inc.
Class A common stock offered by us	shares
Class A common stock offered by the selling stockholders	shares (shares in the event the underwriters exercise their option to purchase additional shares in full to cover overallotments, if any)
Class A common stock to be outstanding immediately after this offering	shares
Class B common stock to be outstanding immediately after this offering	shares
Total Class A and Class B common stock to be outstanding immediately after this offering	shares
Voting rights	Following this offering, we will have outstanding two classes of common stock: Class A common stock and Class B common stock. The rights of the holders of our Class A and Class B common stock are identical, except with respect to voting and conversion. The holders of our Class B common stock are entitled to ten votes per share and the holders of our Class A common stock are entitled to one vote per share. The shares of our Class B common stock outstanding after this offering will represent approximately % of the total number of shares of our Class A and Class B common stock outstanding after this offering and % of the combined voting power of our Class A and Class B common stock outstanding after this offering. The holders of our Class A and Class B common stock will vote together as a single class on all matters submitted to a vote of our stockholders, unless otherwise required by law. Following this offering, David C. Paul, our Chief Executive Officer and Chairman, will control % of the voting power of our outstanding capital stock. Each share of our Class B common stock is convertible into one share of our Class A common stock at any time and will convert automatically upon certain transfers. Immediately upon the closing of this offering, any holders of Class B common stock who own less than 10% of the aggregate number of all outstanding shares of our common stock will have such shares automatically converted to Class A common stock, and any time following this offering, any holders of Class B common stock who own less than 5% of the aggregate number of outstanding shares of our common stock will have such shares automatically converted to Class A common stock. See “Description of Capital Stock.”

Use of proceeds	The principal purposes of this offering are to create a public market for our Class A common stock and thereby enable future access to the public equity markets by us and our employees, obtain additional capital, and facilitate an orderly distribution of shares for the selling stockholders. We estimate that our net proceeds from the sale of shares of our Class A common stock in this offering will be approximately $ million, assuming an initial offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses. We intend to use the net proceeds received by us from this offering for working capital and general corporate purposes, including further expansion of our sales and marketing efforts and continued investments in research and development; however we do not have any specific uses of the net proceeds planned. We will not receive any proceeds from the sale of any shares of our Class A common stock by the selling stockholders. See "Use of Proceeds."
Risk factors	Investing in our Class A common stock involves risks. See "Risk Factors" beginning on page 13 of this prospectus for a discussion of factors you should carefully consider before deciding to invest in our Class A common stock.
Proposed New York Stock Exchange Symbol	"GMED"

The number of shares of our Class A and Class B common stock to be outstanding after this offering is based upon an aggregate of 286,992,443 shares of Class A and Class B common stock outstanding as of March 31, 2012, and excludes:

- 21,396,448 shares of common stock issuable upon exercise of outstanding options to purchase shares of common stock as of March 31, 2012, at a weighted average exercise price of $1.68 per share; and
- 12,238,753 shares of common stock reserved for future issuance under our stock option plans as of March 31, 2012.

Except as otherwise indicated, the information in this prospectus does not give effect to a reverse stock split of our outstanding common stock to be effected immediately prior to the closing of this offering and assumes:

- the filing and effectiveness of our amended and restated certificate of incorporation immediately prior to the closing of this offering;
- the automatic conversion upon the closing of this offering of all shares of our Series E preferred stock to 50,691,245 shares of our Class B common stock (which does not give effect to any additional shares of Class B common stock issuable upon conversion of our Series E preferred stock if the public offering price in this offering falls below the minimum of $ per share, as described elsewhere in this prospectus; see "Certain Relationships and Related-Party Transactions—Amended and Restated Certificate of Incorporation");

- the subsequent automatic conversion upon the closing of this offering of 162,958,164 shares of our Class B common stock (which reflects all such shares of Class B common stock held by those who own less than 10% of the aggregate number of all outstanding shares of our common stock) to 162,958,164 shares of our Class A common stock;
- the automatic conversion upon the closing of this offering of all shares of our Class C common stock to 206,144 shares of our Class A common stock;
- the automatic conversion of shares of Class B common stock to shares of Class A common stock upon their sale by the selling stockholders in this offering; and
- no exercise of the underwriters' overallotment option to purchase up to an additional shares of our Class A common stock from the selling stockholders.

We intend to effectuate a reverse stock split of our outstanding common stock immediately prior to the closing of this offering within the range of one-half of a share to one-fifth of a share for each outstanding share of each class of common stock. Although the number of outstanding shares of our Series E preferred stock will not change in the event of a reverse stock split, the rate at which shares of our Series E preferred stock convert into shares of Class B common stock will decrease proportionally to the reverse stock split ratio. The reverse stock split will not affect the number of shares of capital stock we are authorized to issue. As a result of the reverse stock split, the number of unreserved and issuable shares of authorized common stock will increase. As of the date of this prospectus, we have not yet effectuated a reverse stock split.

Summary Consolidated Financial Data

The following table sets forth our summary consolidated financial data for the periods indicated. We derived the summary consolidated financial data presented below as of December 31, 2010 and 2011 and for the years ended December 31, 2009, 2010 and 2011 from our audited consolidated financial statements included elsewhere in this prospectus. We derived the summary consolidated financial data presented below as of March 31, 2012 and for the three months ended March 31, 2011 and 2012 from our unaudited consolidated financial statements included elsewhere in this prospectus.

Our historical results are not necessarily indicative of future operating results and our interim results are not necessarily indicative of results for a full year. The following summary consolidated financial data should be read in conjunction with, and is qualified in its entirety by reference to, "Selected Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes included elsewhere in this prospectus.

	Year Ended December 31,			Three Months Ended March 31,	
	2009	2010	2011	2011	2012
				(unaudited)	
	(amounts in thousands, except per share data)				
Statement of Operations Data:					
Sales	$ 254,344	$288,195	$ 331,478	$ 78,279	$ 94,717
Cost of goods sold	41,607	53,825	68,796	14,899	18,391
Gross profit	212,737	234,370	262,682	63,380	76,326
Operating expenses:					
Research and development	20,521	21,309	23,464	6,040	6,736
Selling, general and administrative	108,422	122,589	140,386	34,014	41,225
Provision for litigation settlements	1,889	2,787	1,470	14	307
Total operating expenses	$ 130,832	$146,685	$ 165,320	40,068	48,268
Operating income	81,905	87,685	97,362	23,312	28,058
Other income (expense), net	(127)	54	(413)	4	225
Income before income taxes	81,778	87,739	96,949	23,316	28,283
Income tax provision	29,745	33,281	36,165	8,885	10,707
Net income	52,033	54,458	60,784	14,431	17,576
Less: Net income attributable to noncontrolling interest (1)	3,300	—	—	—	—
Net income attributable to Globus Medical, Inc.	$ 48,733	$ 54,458	$ 60,784	$ 14,431	$ 17,576
Net income per common share (2):					
Basic	$ 0.17	$ 0.19	$ 0.21	$ 0.05	$ 0.06
Diluted	$ 0.16	$ 0.18	$ 0.21	$ 0.05	$ 0.06
Weighted average number of common shares (2):					
Basic	235,947	238,362	235,729	236,400	236,028
Diluted	245,202	246,251	243,230	245,874	244,662
Unaudited pro forma net income (3):			$ 61,074		$ 17,872
Unaudited pro forma net income per common share (3):					
Basic			$ 0.21		$ 0.06
Diluted			$ 0.21		$ 0.06
Unaudited pro forma weighted average number of common shares (3):					
Basic			286,420		286,719
Diluted			293,921		295,353

	Year Ended December 31,			Three Months Ended March 31,	
	2009	2010	2011	2011	2012
				(Unaudited)	
	(amounts in thousands, except per share data)				
Other Financial Data:					
Depreciation and amortization	$ 13,502	$ 15,196	$ 16,949	$ 3,821	$ 4,381
Adjusted EBITDA (4)	100,807	109,847	118,608	27,934	33,971

	As of December 31, 2011	As of March 31, 2012		
	Actual	Actual	Proforma	Pro Forma as Adjusted(5)
			(Unaudited)	
	(amounts in thousands)			
Balance Sheet Data:				
Cash and cash equivalents	$ 142,668	$159,098	$159,098	
Working capital	229,504	246,657	246,657	
Total assets	329,390	354,809	354,809	
Debt, net of current portion	—	—	—	
Business acquisition liabilities, including current portion (6)	10,289	9,994	9,518	
Stockholders' equity	$ 282,476	$ 301,517	$ 301,813	

(1) Through December 29, 2009, we consolidated a variable interest entity, or VIE, that manufactures products for us. This resulted in net income attributable to noncontrolling interest or a reduction of net income attributable to us of $3.3 million. Effective December 29, 2009, a third-party investor contributed capital to the VIE, which resulted in us being no longer considered the primary beneficiary. As a result, we deconsolidated the entity as of December 29, 2009.

(2) We compute net income per common share using the two-class method. Participating securities include all shares of our Series E preferred stock. In the event dividends are paid on any share of our common stock, we must pay an additional dividend on all outstanding shares of our Series E preferred stock in a per share amount equal (on an as-if-converted to common stock basis) to the amount paid or set aside for each share of common stock. In addition, the holders of our Series E preferred stock are entitled to receive cash dividends when and if declared by our board of directors at the rate of 8% of the original issue price per year on each outstanding share of our Series E preferred stock. Such dividends are payable only when and if declared by our board of directors and are noncumulative and do not accrue. As such, the shares of our Series E preferred stock are considered participating securities and must be included in the computation of net income per common share.

(3) The pro forma basic and diluted net income per share data and the pro forma as adjusted balance sheet data are unaudited and assume the automatic conversion of all shares of our Series E preferred stock to 50,691,245 shares of our Class B common stock (which does not give effect to any additional shares of Class B common stock issuable upon conversion of our Series E preferred stock, as described elsewhere in this prospectus; see "Certain Relationships and Related-Party Transactions—Amended and Restated Certificate of Incorporation"), the subsequent automatic conversion of 162,958,164 shares of our Class B common stock (which reflects all such shares of Class B common stock held by those who own less than 10% of the aggregate number of all outstanding shares of our common stock) to 162,958,164 shares of our Class A common stock and the automatic conversion of all shares of our Class C common stock to 206,144 shares of our Class A common stock, all to occur upon the closing of this offering. The pro forma basic and diluted net income and net income per common share, as well as the pro forma balance sheet data, also reflect the cancellation of a put right related to a recent acquisition (the "Put Right") upon the closing of this offering. The value of the Put Right as of March 31, 2012 of $296,000, net of tax, has been removed from liabilities in the pro forma balance sheet and has been reflected as an increase to net income to derive pro forma net income. For further information about the Put Right, see Note 11 to our consolidated financial statements included elsewhere in this prospectus.

(4) Adjusted EBITDA represents net income before interest (income)/expense, net and other non operating expenses, provision for income taxes, depreciation and amortization, stock-based compensation, changes in the fair value of contingent consideration in connection with business acquisitions and provision for litigation settlements. We present Adjusted EBITDA because we believe it is a useful indicator of our operating performance. Our management uses Adjusted EBITDA principally as a measure of our operating performance and believes that Adjusted EBITDA is useful to investors because it is frequently used by securities analysts, investors and other interested parties in their evaluation of the operating performance of companies in industries similar to ours. We also believe Adjusted EBITDA is useful to our management and investors as a measure of comparative operating performance from period to period and among companies as it is reflective of changes in pricing decisions, cost controls and other factors that affect operating performance, and it removes the effect of our capital structure (primarily interest expense), asset base (primarily depreciation and amortization) and items outside the control of our management (primarily income taxes and interest income and expense). Our management also uses Adjusted EBITDA for planning purposes, including the preparation of our annual operating budget and financial projections.

Adjusted EBITDA should not be considered in isolation or as a substitute for a measure of our liquidity or operating performance prepared in accordance with U.S. generally accepted accounting principles, or GAAP, and is not indicative of net income (loss) from operations as determined under GAAP. Adjusted EBITDA and other non-GAAP financial measures have limitations that should be considered before using these measures to evaluate our liquidity or financial performance. Adjusted EBITDA does not include certain expenses that may be necessary to review our operating results and liquidity requirements. Our definition and calculation of Adjusted EBITDA may differ from that of other companies.

The following is a reconciliation of Adjusted EBITDA to net income for the periods presented:

	Year Ended December 31,			Three Months Ended March 31,	
	2009	2010	2011	2011	2012
			(amounts in thousands)	(unaudited)	
Net income	$ 52,033	$ 54,458	$ 60,784	$ 14,431	$17,576
Interest (income)/expense, net	127	100	33	(18)	(9)
Provision for income taxes	29,745	33,281	36,165	8,885	10,707
Depreciation and amortization	13,502	15,196	16,949	3,821	4,381
EBITDA	$ 95,407	$ 103,035	$ 113,931	$27,119	$32,655
Stock-based compensation expense	3,511	4,025	3,286	801	1,111
Provision for litigation settlements (a)	1,889	2,787	1,470	14	307
Change in fair value of contingent consideration (b)	—	—	(79)	—	(102)
Adjusted EBITDA	$100,807	$109,847	$118,608	$ 27,934	$ 33,971

(a) We record a provision for litigation settlements when a loss is known or considered probable and the amount can be reasonably estimated. For 2009, our provision for litigation settlements related primarily to a patent infringement matter with a competitor. For 2010, our provision for litigation settlements related primarily to a settlement of disputes with a competitor related to post-employment restrictive covenants, and for 2011, our provision for litigation settlements related primarily to a $1.0 million provision for a U.S. Food and Drug Administration, or FDA, action that was recently settled and paid in 2012. For the three months ended March 31, 2012, our provision for litigation settlements related to an accrual for a probable settlement of a contract dispute.

(b) The change in fair value of contingent consideration relates to the change in the fair value of the additional payment we are obligated to make upon the achievement of certain milestones in connection with the acquisitions completed in 2011.

(5) The pro forma as adjusted balance sheet data is unaudited and reflects the pro forma balance sheet data as adjusted to assume the automatic conversion of shares of Class B common stock to shares of our Class A common stock upon their sale by the selling stockholders in this offering and the issuance by us of shares of Class A common stock in this offering as if this offering occurred on March 31, 2012. See "Capitalization."

(6) In connection with acquisitions completed in 2011, we have certain contingent consideration obligations payable to the sellers in these transactions upon the achievement of certain regulatory and territory sales milestones. The aggregate undiscounted amounts potentially payable not included in the table above total $7.2 million as of December 31, 2011 and March 31, 2012.

RISK FACTORS

An investment in our Class A common stock involves a high degree of risk. You should carefully read and consider the risks described below before deciding to invest in our Class A common stock. If any of the following risks actually occur, our business, results of operations, financial condition or cash flows could be materially harmed. In any such case, the trading price of our Class A common stock could decline, and you could lose all or part of your investment. When determining whether to buy our Class A common stock in this offering, you should also read carefully the other information in this prospectus, including our financial statements and related notes.

Risks Related to Our Business and Our Industry

To be commercially successful, we must convince spine surgeons that our innovative fusion products are an attractive alternative to our competitors' products and that our disruptive technologies are an attractive alternative to existing surgical treatments of spine disorders.

Spine surgeons play a significant role in determining the course of treatment and, ultimately, the type of product that will be used to treat a patient, so we rely on effectively marketing to them. In order for us to sell our innovative fusion products, we must convince spine surgeons that they are attractive alternatives to competing products for use in spine fusion procedures. Acceptance of our innovative fusion products depends on educating spine surgeons as to the distinctive characteristics, perceived benefits, safety and cost-effectiveness of our innovative fusion products as compared to our competitors' products and on training spine surgeons in the proper application of our innovative fusion products. If we are not successful in convincing spine surgeons of the merit of our innovative fusion products or educating them on the use of our products, they may not use our products and we will be unable to increase our sales and sustain growth or profitability. For example, REVERE 5.5 Titanium Degen System represented 21% of our sales and COALITION represented an additional 11% of our sales for the year ended December 31, 2011 and for the three months ended March 31, 2012. In addition, CALIBER represented 10% of our sales for the three months ended March 31, 2012. Sales of those products represented a significant portion of our overall sales. As a result, continued market acceptance of those products is critical to our continued success. If the volume of sales of these products declines, our business, financial position and results of operations could be materially and adversely affected.

Furthermore, we believe spine surgeons will not widely adopt our disruptive technology products unless they determine, based on experience, clinical data and published peer-reviewed journal articles, that minimally invasive surgical, or MIS, techniques and our motion preservation and advanced biomaterials technologies provide benefits or are an attractive alternative to conventional treatments of spine disorders and incorporate improved technologies that permit novel surgical procedures. Surgeons may be hesitant to change their medical treatment practices for the following reasons, among others:

- lack of experience with MIS or our motion preservation or advanced biomaterials technologies;
- lack or perceived lack of evidence supporting additional patient benefits;
- perceived liability risks generally associated with the use of new products and procedures;
- limited or lack of availability of coverage and reimbursement within healthcare payment systems;
- costs associated with the purchase of new products and equipment; and
- the time commitment that may be required for training.

In addition, we believe recommendations and support of our products by influential spine surgeons are essential for market acceptance and adoption. If we do not receive support from such surgeons or long-term data does not show the benefits of using our products, surgeons may not use our products. In such circumstances, we may not achieve expected sales and may be unable to maintain profitability.

Pricing pressure from our competitors and changes in third-party coverage and reimbursement may impact our ability to sell our products at prices necessary to support our current business strategies.

The spine market has attracted numerous new companies and technologies, and encouraged more established companies to intensify competitive pricing pressure. As a result of this increased competition, we believe there will be increased pricing pressure in the future. Because the hospital and other healthcare provider customers that purchase our products typically bill various third-party payors to cover all or a portion of the costs and fees associated with the procedures in which our products are used, including the cost of the purchase of our products, changes in the amount such payors are willing to reimburse our customers for procedures using our products could create pricing pressure for us. If competitive forces drive down the prices we are able to charge for our products, our profit margins will shrink, which will adversely affect our ability to invest in and grow our business.

Additionally, even if our customers are currently able to obtain coverage and reimbursement for procedures using our products, adverse changes in payors' coverage and reimbursement policies that affect our products would harm our ability to market and sell our products. For example, between January and October 2011, certain insurers, such as Cigna, Blue Cross Blue Shield of North Carolina and First Coast (the administrator of Medicare in Florida) changed their coverage policies such that they will no longer cover and reimburse for vertebral fusions in the lumbar spine to treat multilevel degenerative disc disease or initial primary laminectomy/discectomy for nerve root decompression or spinal stenosis without documented spondylolisthesis. Although these coverage policy changes have not had a material impact on our business, patients covered by these insurers, or other insurers who make similar coverage decisions in the future, may be unwilling or unable to afford to have lumbar fusion surgeries to treat these conditions, which could materially harm or limit our ability to sell our products designed for lumbar fusion procedures. Our business would be negatively impacted if the trend by third-party payors continues to reduce coverage of and/or reimbursement for procedures using our products.

Moreover, we are unable to predict what changes will be made to the reimbursement methodologies used by third-party payors in the future. We cannot be certain that under current and future payment systems, in which healthcare providers may be reimbursed a set amount based on the type of procedure performed, such as those utilized by Medicare and in many privately managed care systems, the cost of our products will be justified and incorporated into the overall cost of the procedure.

As we expand into international markets, we will face similar risks relating to adverse changes in coverage and reimbursement procedures and policies in those markets. Reimbursement and healthcare payment systems vary significantly among international markets. Our inability to obtain international coverage and reimbursement approval, or any adverse changes in coverage and the reimbursement policies of foreign third-party payors, could negatively affect our ability to sell our products.

If our hospital and other healthcare provider customers are unable to obtain adequate coverage and reimbursement for their purchases of our products, it is unlikely that our products will gain widespread acceptance.

Maintaining and growing sales of our products depends on the availability of adequate coverage and reimbursement from third-party payors, including government programs such as Medicare and Medicaid, private insurance plans and managed care programs. Hospitals and other healthcare providers that purchase medical devices such as the ones that we manufacture for treatment of their patients generally rely on third-party payors to pay for all or part of the costs and fees associated with the procedures performed with these devices, including the cost to purchase the product. Our customers' access to adequate coverage and reimbursement for the procedures performed with our products by government and private insurance plans is central to the acceptance

of our current and future products. We may be unable to sell our products on a profitable basis if third-party payors deny coverage or reduce their current levels of payment, or if our costs of production increase faster than increases in reimbursement levels. Many private payors use coverage decisions and payment amounts determined by the Centers for Medicare and Medicaid Services, or CMS, which administers the Medicare program, as guidelines in setting their coverage and reimbursement policies. Future action by CMS or other government agencies may diminish payments to physicians, outpatient centers and/or hospitals. Those private payors that do not follow the Medicare guidelines may adopt different coverage and reimbursement policies for procedures performed with our products. For some governmental programs, such as Medicaid, coverage and reimbursement differ from state to state, and some state Medicaid programs may not pay an adequate amount for the procedures performed with our products, if any payment is made at all. As the portion of the U.S. population over the age of 65 and eligible for Medicare continues to grow, we may be more vulnerable to coverage and reimbursement limitations imposed by CMS. Furthermore, the healthcare industry in the United States has experienced a trend toward cost containment as government and private insurers seek to control healthcare costs by imposing lower payment rates and negotiating reduced contract rates with service providers. Therefore, we cannot be certain that the procedures performed with our products will be reimbursed at a cost-effective level.

To the extent we sell our products internationally, market acceptance may depend, in part, upon the availability of coverage and reimbursement within prevailing healthcare payment systems. Reimbursement and healthcare payment systems in international markets vary significantly by country, and include both government-sponsored healthcare and private insurance. We may not obtain international coverage and reimbursement approvals in a timely manner, if at all. Our failure to receive such approvals would negatively impact market acceptance of our products in the international markets in which those approvals are sought.

If we are unable to maintain and expand our network of direct sales representatives and independent distributors, we may not be able to generate anticipated sales.

Because we were formed in 2003, we have limited experience marketing and selling our products. As of March 31, 2012, our U.S. sales force consisted of 336 sales representatives employed by us or our 19 exclusive independent distributors. As of March 31, 2012, our international operations consisted of 87 employees and eight exclusive independent distributors, which together had sales in 17 countries in 2011. Our operating results are directly dependent upon the sales and marketing efforts of not only our employees, but also our independent distributors. We expect our direct sales representatives and independent distributors to develop long-lasting relationships with the spine surgeons they serve. If our direct sales representatives or independent distributors fail to adequately promote, market and sell our products, our sales could significantly decrease.

We face significant challenges and risks in managing our geographically dispersed distribution network and retaining the individuals who make up that network. If any of our direct sales representatives were to leave us, or if any of our independent distributors were to cease to do business with us, our sales could be adversely affected. Some of our independent distributors account for a significant portion of our sales volume, and if any such independent distributor were to cease to distribute our products, our sales could be adversely affected. In such a situation, we may need to seek alternative independent distributors or increase our reliance on our direct sales representatives, which may not prevent our sales from being adversely affected. If a direct sales representative or independent distributor were to depart and be retained by one of our competitors, we may be unable to prevent them from helping competitors solicit business from our existing customers, which could further adversely affect our sales. Because of the intense competition for their services, we may be unable to recruit or retain additional qualified independent distributors or to hire additional direct sales representatives to work with us. We may not be able to enter into agreements with them on favorable or commercially reasonable terms, if at all. Failure to hire or retain qualified direct sales representatives or independent distributors would prevent us from expanding our business and generating sales.

As we launch new products and increase our marketing efforts with respect to existing products, we will need to expand the reach of our marketing and sales networks. Our future success will depend largely on our ability to continue to hire, train, retain and motivate skilled direct sales representatives and independent

distributors with significant technical knowledge in various areas, such as spinal care practices, spine injuries and disease and spinal health. New hires require training and take time to achieve full productivity. If we fail to train new hires adequately, or if we experience high turnover in our sales force in the future, we cannot be certain that new hires will become as productive as may be necessary to maintain or increase our sales.

If we are unable to expand our sales and marketing capabilities domestically and internationally, we may not be able to effectively commercialize our products, which would adversely affect our business, results of operations and financial condition.

We operate in a very competitive business environment and if we are unable to compete successfully against our existing or potential competitors, our sales and operating results may be negatively affected and we may not grow.

Our currently marketed products are, and any future products we commercialize will be, subject to intense competition. Many of our current and potential competitors are major medical device companies that have substantially greater financial, technical and marketing resources than we do, and they may succeed in developing products that would render our products obsolete or noncompetitive. In addition, many of these competitors have significantly longer operating history and more established reputations than we do. The spine industry is intensely competitive, subject to rapid change and highly sensitive to the introduction of new products or other market activities of industry participants. Our ability to compete successfully will depend on our ability to develop proprietary products that reach the market in a timely manner, receive adequate coverage and reimbursement from third-party payors, and are safer, less invasive and more effective than alternatives available for similar purposes. Because of the size of the potential market, we anticipate that companies will dedicate significant resources to developing competing products.

We believe that our significant competitors are Medtronic, DePuy (a division of Johnson & Johnson), Synthes (which is being acquired by Johnson & Johnson), Stryker and NuVasive, which together represent a significant portion of the spine market. We also compete with smaller spine market participants such as Alphatec Spine, Orthofix International, and Zimmer. At any time, these or other industry participants may develop alternative treatments, products or procedures for the treatment of spine disorders that compete directly or indirectly with our products. They may also develop and patent processes or products earlier than we can or obtain regulatory clearance or approvals for competing products more rapidly than we can, which could impair our ability to develop and commercialize similar processes or products. If alternative treatments are, or are perceived to be, superior to our spine surgery products, sales of our products could be negatively affected and our results of operations could suffer.

Many of our larger competitors are either publicly traded or divisions or subsidiaries of publicly traded companies. These competitors enjoy several competitive advantages over us, including:

- greater financial, human and other resources for product research and development, sales and marketing and litigation;
- significantly greater name recognition;
- established relationships with spine surgeons, hospitals and other healthcare providers;
- large and established sales and marketing and distribution networks;
- products supported by long-term clinical data;
- greater experience in obtaining and maintaining regulatory clearances or approvals for products and product enhancements;
- more expansive portfolios of intellectual property rights; and
- greater ability to cross-sell their products or to incentivize hospitals or surgeons to use their products.

The spine industry is becoming increasingly crowded with new participants. Many of these new competitors specialize in a specific product or focus on a particular market segment, making it more difficult for us to increase our overall market position. The frequent introduction by competitors of products that are or claim to be superior to our products or that are alternatives to our existing or planned products may also create market confusion that may make it difficult to differentiate the benefits of our products over competing products. In addition, the entry of multiple new products and competitors may lead some of our competitors to employ pricing strategies that could adversely affect the pricing of our products and pricing in the spine market generally.

As a result, without the timely introduction of new products and enhancements, our products may become obsolete over time. If we are unable to develop innovative new products, maintain competitive pricing and offer products that spine surgeons perceive to be as reliable as those of our competitors, our sales or margins could decrease, thereby harming our business.

We are dependent on a limited number of third-party suppliers for most of our products and components, and the loss of any of these suppliers, or their inability to provide us with an adequate supply of materials, could harm our business.

We rely on third-party suppliers to supply substantially all of our products. For us to be successful, our suppliers must be able to provide us with products and components in substantial quantities, in compliance with regulatory requirements, in accordance with agreed upon specifications, at acceptable costs and on a timely basis. Our anticipated growth could strain the ability of our suppliers to deliver an increasingly large supply of products, materials and components. Suppliers often experience difficulties in scaling up production, including problems with production yields and quality control and assurance, especially with products such as allograft, which is processed human tissue. Our supplier agreements set forth terms, such as quality and delivery requirements, by which we would purchase products from the supplier if the supplier were to accept a purchase order from us. Under our supplier agreements, however, we generally have no obligation to buy any given quantity of products, and our suppliers have no obligation to manufacture for us or sell to us any given quantity of products. As a result, we may face difficulties in obtaining acceptance for our purchase orders, which could impair our ability to purchase adequate quantities of our products. If we are unable to obtain sufficient quantities of high quality components to meet demand on a timely basis, we could lose customers, our reputation may be harmed and our business could suffer.

We generally use a small number of suppliers for each of our products. Our dependence on such a limited number of suppliers exposes us to risks, including limited control over pricing, availability, quality and delivery schedules. If any one or more of our suppliers cease to provide us with sufficient quantities of manufactured products in a timely manner or on terms acceptable to us, or cease to manufacture components of acceptable quality, we would have to seek alternative sources of supply. Because of the nature of our internal quality control requirements, regulatory requirements and the custom and proprietary nature of the parts, we cannot quickly engage additional or replacement suppliers for many of our critical components. Failure of any of our third-party suppliers to deliver products at the level our business requires would limit our ability to meet our sales commitments to our customers and could have a material adverse effect on our business. We may also have difficulty obtaining similar components from other suppliers that are acceptable to the U.S. Food and Drug Administration, or FDA, the competent authorities or notified bodies of the Member States of the European Economic Area, or EEA (which is composed of the 27 Member States of the European Union, or EU, plus Norway, Iceland, and Liechtenstein), or other foreign regulatory authorities, and the failure of our suppliers to comply with strictly enforced regulatory requirements could expose us to regulatory action including warning letters, product recalls, termination of distribution, product seizures or civil penalties. We could incur delays while we locate and engage qualified alternative suppliers, and we may be unable to engage alternative suppliers on favorable terms or at all. Any such disruption or increased expenses could harm our commercialization efforts and adversely affect our ability to generate sales.

If we do not successfully implement our business strategy, our business and results of operations will be adversely affected.

Our business strategy was formed based on assumptions about the spine market that might prove wrong. We believe that various demographics and industry-specific trends, including the aging of the general population, increasingly active lifestyles, improving fusion technologies and increasing acceptance of disruptive technologies leading to earlier interventions, will help drive growth in the spine market and our business, but these demographics and trends are uncertain. Actual demand for our products could differ materially from projected demand if our assumptions regarding these factors prove to be incorrect or do not materialize, or if alternative treatments to those offered by our products gain widespread acceptance.

We may not be able to successfully implement our business strategy. To implement our business strategy we need to, among other things, develop and introduce new spine surgery products, find new applications for and improve our existing products, obtain regulatory clearance or approval for new products and applications and educate spine surgeons about the clinical and cost benefits of our products, all of which we believe could increase acceptance of our products by spine surgeons. Our strategy of focusing exclusively on the spine market may limit our ability to grow. In addition, we are seeking to increase our sales and, in order to do so, will need to commercialize additional products and expand our direct and distributor sales forces in existing and new territories, all of which could result in our becoming subject to additional or different foreign and domestic regulatory requirements, with which we may not be able to comply. Moreover, even if we successfully implement our business strategy, our operating results may not improve or may decline. We may decide to alter or discontinue aspects of our business strategy and may adopt different strategies due to business or competitive factors not currently foreseen, such as new medical technologies that would make our products obsolete. Any failure to implement our business strategy may adversely affect our business, results of operations and financial condition.

The proliferation of physician-owned distributorships could result in increased pricing pressure on our products or harm our ability to sell our products to physicians who own or are affiliated with those distributorships.

Physician-owned distributorships, or PODs, are medical device distributors that are owned, directly or indirectly, by physicians. These physicians derive a proportion of their revenue from selling or arranging for the sale of medical devices for use in procedures they perform on their own patients at hospitals that agree to purchase from or through the POD, or that otherwise furnish ordering physicians with income that is based directly or indirectly on those orders of medical devices.

We do not sell or distribute any of our products through PODs. The number of PODs in the spine industry may continue to grow as economic pressures increase throughout the industry, hospitals, insurers and physicians search for ways to reduce costs, and, in the case of the physicians, search for ways to increase their incomes. These companies and the physicians who own, or partially own, them have significant market knowledge and access to the surgeons who use our products and the hospitals that purchase our products and growth in this area may reduce our ability to compete effectively for business from surgeons who own such distributorships.

We have a limited operating history and may face difficulties encountered by early stage companies in new and rapidly evolving markets.

We were formed in 2003. Accordingly, we have a limited operating history upon which to base an evaluation of our business and prospects. In assessing our prospects, you must consider the risks and difficulties frequently encountered by early stage companies in new and rapidly evolving markets, particularly companies engaged in the development and sales of medical devices. These risks include our ability to:

- manage rapidly changing and expanding operations;
- establish and increase awareness of our brand and strengthen customer loyalty;

- grow our direct sales force and increase the number of our independent distributors to expand sales of our products in the United States and in targeted international markets;
- implement and successfully execute our business and marketing strategy;
- respond effectively to competitive pressures and developments;
- continue to develop and enhance our products and product candidates;
- obtain regulatory clearance or approval to commercialize new products and enhance our existing products;
- expand our presence and commence operations in international markets;
- perform clinical research and trials on our existing products and current and future product candidates; and
- attract, retain and motivate qualified personnel.

We can also be negatively affected by general economic conditions. Because of our limited operating history, we may not have insight into trends that could emerge and negatively affect our business. As a result of these or other risks, our business strategy might not be successful.

Our business could suffer if we lose the services of key members of our senior management, key advisors or personnel.

We are dependent upon the continued services of key members of our senior management and a limited number of key advisors and personnel. In particular, we are highly dependent on the skills and leadership of our Chief Executive Officer, David C. Paul. The loss of any one of these individuals could disrupt our operations or our strategic plans. Additionally, our future success will depend on, among other things, our ability to continue to hire and retain the necessary qualified scientific, technical and managerial personnel, for whom we compete with numerous other companies, academic institutions and organizations. The loss of members of our management team, key advisors or personnel, or our inability to attract or retain other qualified personnel or advisors, could have a material adverse effect on our business, results of operations and financial condition. Though members of our sales force generally enter into noncompetition agreements that restrict their ability to compete with us, most of the members of our executive management team are not subject to such agreements. Accordingly, the adverse effect resulting from the loss of certain executives could be compounded by our inability to prevent them from competing with us.

The safety and efficacy of our products is not yet supported by long-term clinical data, which could limit sales, and our products might therefore prove to be less safe and effective than initially thought.

The products we currently market in the United States have either received pre-market clearance under Section 510(k) of the U.S. Federal Food, Drug, and Cosmetic Act, or FDCA, or are exempt from pre-market review. The FDA's 510(k) clearance process requires us to show that our proposed product is "substantially equivalent" to another 510(k)-cleared product. This process is shorter and typically requires the submission of less supporting documentation than other FDA approval processes and does not always require long-term clinical studies. Additionally, to date, we have not been required to complete long-term clinical studies in connection with the sale of our products outside the United States. As a result, we currently lack the breadth of published long-term clinical data supporting the safety and efficacy of our products and the benefits they offer that might have been generated in connection with other approval processes. For these reasons, spine surgeons may be slow to adopt our products, we may not have comparative data that our competitors have or are generating, and we

may be subject to greater regulatory and product liability risks. Further, future patient studies or clinical experience may indicate that treatment with our products does not improve patient outcomes. Such results would slow the adoption of our products by spine surgeons, significantly reduce our ability to achieve expected sales, and could prevent us from sustaining our profitability. Moreover, if future results and experience indicate that our products cause unexpected or serious complications or other unforeseen negative effects, we could be subject to mandatory product recalls, suspension or withdrawal of FDA clearance or approval, significant legal liability or harm to our business reputation.

If we do not enhance our product offerings through our research and development efforts, we may be unable to effectively compete.

In order to increase our market share in the spine market, we must enhance and broaden our product offerings in response to changing customer demands and competitive pressures and technologies. We might not be able to successfully develop, obtain regulatory approval or clearance for or market new products, and our future products might not be accepted by the surgeons or the third-party payors who reimburse for many of the procedures performed with our products. The success of any new product offering or enhancement to an existing product will depend on numerous factors, including our ability to:

- properly identify and anticipate surgeon and patient needs;
- develop and introduce new products or product enhancements in a timely manner;
- adequately protect our intellectual property and avoid infringing upon the intellectual property rights of third parties;
- demonstrate the safety and efficacy of new products; and
- obtain the necessary regulatory clearances or approvals for new products or product enhancements.

If we do not develop and obtain regulatory clearance or approval for new products or product enhancements in time to meet market demand, or if there is insufficient demand for these products or enhancements, our results of operations will suffer. Our research and development efforts may require a substantial investment of time and resources before we are adequately able to determine the commercial viability of a new product, technology, material or other innovation. In addition, even if we are able to successfully develop enhancements or new generations of our products, these enhancements or new generations of products may not produce sales in excess of the costs of development and they may be quickly rendered obsolete by changing customer preferences or the introduction by our competitors of products embodying new technologies or features.

If we fail to properly manage our anticipated growth, our business could suffer.

Our rapid growth has placed, and will continue to place, a significant strain on our management and on our operational and financial resources and systems. Failure to manage our growth effectively could cause us to over-invest or under-invest in infrastructure, and result in losses or weaknesses in our infrastructure, which could materially adversely affect us. Additionally, our anticipated growth will increase the demands placed on our suppliers, resulting in an increased need for us to carefully monitor for quality assurance. Any failure by us to manage our growth effectively could have an adverse effect on our ability to achieve our development and commercialization goals.

Our results of operations could suffer if we are unable to manage our planned international expansion effectively.

Expansion into international markets is an element of our business strategy and involves risk. The sale and shipment of our products across international borders, as well as the purchase of components and products from international sources, subject us to extensive U.S. and foreign governmental trade, import and export and customs regulations and laws. Compliance with these regulations and laws is costly and exposes us to penalties for non-compliance. Other laws and regulations that can significantly affect us include various anti-bribery laws, including the U.S. Foreign Corrupt Practices Act, or FCPA, and anti-boycott laws. Any failure to comply with applicable legal and regulatory obligations in the United States or abroad could adversely affect us in a variety of ways that include, but are not limited to, significant criminal, civil and administrative penalties, including imprisonment of individuals, fines and penalties, denial of export privileges, seizure of shipments and restrictions on certain business activities. Also, the failure to comply with applicable legal and regulatory obligations could result in the disruption of our distribution and sales activities.

In addition, many of the countries in which we sell our products are, to some degree, subject to political, economic or social instability. Our international operations expose us and our independent distributors to risks inherent in operating in foreign jurisdictions, including:

- exposure to different legal and regulatory standards;
- lack of stringent protection of intellectual property;
- obstacles to obtaining domestic and foreign export, import and other governmental approvals, permits and licenses and compliance with foreign laws;
- potentially adverse tax consequences and the complexities of foreign value-added tax systems;
- adverse changes in tariffs and trade restrictions;
- limitations on the repatriation of earnings;
- difficulties in staffing and managing foreign operations;
- transportation delays and difficulties of managing international distribution channels;
- longer collection periods and difficulties in collecting receivables from foreign entities;
- increased financing costs; and
- political, social and economic instability and increased security concerns.

These risks may limit or disrupt our expansion, restrict the movement of funds or result in the deprivation of contractual rights or the taking of property by nationalization or expropriation without fair compensation.

Our goal of succeeding as an international company depends, in part, on our ability to develop and implement policies and strategies that are effective in anticipating and managing these and other risks in the countries in which we do business. Failure to manage these and other risks may have a material adverse effect on our operations in any particular country and on our business as a whole.

We may seek to grow our business through acquisitions of or investments in new or complementary businesses, products or technologies, and the failure to manage acquisitions or investments, or the failure to integrate them with our existing business, could have a material adverse effect on us.

From time to time we expect to consider opportunities to acquire or make investments in other technologies, products and businesses that may enhance our capabilities, complement our current products or expand the breadth of our markets or customer base. Potential and completed acquisitions and strategic investments involve numerous risks, including:

- problems assimilating the purchased technologies, products or business operations;
- issues maintaining uniform standards, procedures, controls and policies;
- unanticipated costs associated with acquisitions;
- diversion of management's attention from our core business;
- adverse effects on existing business relationships with suppliers and customers;
- risks associated with entering new markets in which we have limited or no experience;
- potential loss of key employees of acquired businesses; and
- increased legal and accounting compliance costs.

We have no current commitments with respect to any acquisition or investment. We do not know if we will be able to identify acquisitions we deem suitable, whether we will be able to successfully complete any such acquisitions on favorable terms or at all, or whether we will be able to successfully integrate any acquired business, product or technology into our business or retain any key personnel, suppliers or distributors. Our ability to successfully grow through acquisitions depends upon our ability to identify, negotiate, complete and integrate suitable target businesses and to obtain any necessary financing. These efforts could be expensive and time-consuming, and may disrupt our ongoing business and prevent management from focusing on our operations. If we are unable to integrate any acquired businesses, products or technologies effectively, our business, results of operations and financial condition will be materially adversely affected.

We are required to maintain high levels of inventory, which could consume a significant amount of our resources and reduce our cash flows.

As a result of the need to maintain substantial levels of inventory, we are subject to the risk of inventory obsolescence. Many of our products come in sets, which feature components in a variety of sizes so that the implant or device may be customized to the patient's needs. In order to market our products effectively, we often must maintain and provide surgeons and hospitals with consigned implant sets, back-up products and products of different sizes. For each surgery, fewer than all of the components of the set are used, and therefore certain portions of the set may become obsolete before they can be used. In the event that a substantial portion of our inventory becomes obsolete, it could have a material adverse effect on our earnings and cash flows due to the resulting costs associated with the inventory impairment charges and costs required to replace such inventory.

If we experience significant disruptions in our information technology systems, our business, results of operations and financial condition could be adversely affected.

The efficient operation of our business depends on our information technology systems. We rely on our information technology systems to effectively manage:

- sales and marketing, accounting and financial functions;
- inventory management;

- engineering and product development tasks; and
- our research and development data.

Our information technology systems are vulnerable to damage or interruption from:

- earthquakes, fires, floods and other natural disasters;
- terrorist attacks and attacks by computer viruses or hackers;
- power losses; and
- computer systems, or Internet, telecommunications or data network failures.

The failure of our information technology systems to perform as we anticipate or our failure to effectively implement new systems could disrupt our entire operation and could result in decreased sales, increased overhead costs, excess inventory and product shortages, all of which could have a material adverse effect on our reputation, business, results of operations and financial condition.

Consolidation in the healthcare industry could lead to demands for price concessions or to the exclusion of some suppliers from certain of our markets, which could have an adverse effect on our business, results of operations or financial condition.

Because healthcare costs have risen significantly over the past decade, numerous initiatives and reforms initiated by legislators, regulators and third-party payors to curb these costs have resulted in a consolidation trend in the healthcare industry to aggregate purchasing power. As the healthcare industry consolidates, competition to provide products and services to industry participants has become and will continue to become more intense. This in turn has resulted and will likely continue to result in greater pricing pressures and the exclusion of certain suppliers from important market segments as group purchasing organizations, independent delivery networks and large single accounts continue to use their market power to consolidate purchasing decisions for hospitals. We expect that market demand, government regulation, third-party coverage and reimbursement policies and societal pressures will continue to change the worldwide healthcare industry, resulting in further business consolidations and alliances among our customers, which may reduce competition, exert further downward pressure on the prices of our products and may adversely impact our business, results of operations or financial condition.

Our sales volumes and our operating results may fluctuate over the course of the year.

Our business is generally not seasonal in nature. However, our sales may be influenced by summer vacation and winter holiday periods, during which we have experienced fewer spine surgeries taking place. We have experienced and continue to experience meaningful variability in our sales and gross profit among quarters, as well as within each quarter, as a result of a number of factors, including, among other things:

- the number of products sold in the quarter;
- the demand for, and pricing of, our products and the products of our competitors;
- the timing of or failure to obtain regulatory clearances or approvals for products;
- costs, benefits and timing of new product introductions;
- increased competition;
- the availability and cost of components and materials;
- the number of selling days in the quarter;

- fluctuation and foreign currency exchange rates; and
- impairment and other special charges.

We may not be able to strengthen our brand.

We believe that establishing and strengthening our brand is critical to achieving widespread acceptance of our products, particularly because of the rapidly developing nature of the market for our products. Promoting and positioning our brand will depend largely on the success of our marketing efforts and our ability to provide surgeons with a reliable product for successful treatment of spine diseases and disorders. Historically, our efforts to build our brand have involved significant expense, and it is likely that our future marketing efforts will require us to incur significant additional expenses. These brand promotion activities may not yield increased sales and, even if they do, any sales increases may not offset the expenses we incur to promote our brand. If we fail to successfully promote and maintain our brand, or if we incur substantial expenses in an unsuccessful attempt to promote and maintain our brand, our products may not be accepted by spine surgeons, which would cause our sales to decrease and would adversely affect our business, results of operations and financial condition.

Fluctuations in insurance cost and availability could adversely affect our profitability or our risk management profile.

We hold a number of insurance policies, including product liability insurance, directors' and officers' liability insurance, property insurance and workers' compensation insurance. If the costs of maintaining adequate insurance coverage increase significantly in the future, our operating results could be materially adversely affected. Likewise, if any of our current insurance coverage should become unavailable to us or become economically impractical, we would be required to operate our business without indemnity from commercial insurance providers. If we operate our business without insurance, we could be responsible for paying claims or judgments against us that would have otherwise been covered by insurance, which could adversely affect our results of operations or financial condition.

Risks Related to our Legal and Regulatory Environment

Our medical device products and operations are subject to extensive governmental regulation both in the United States and abroad, and our failure to comply with applicable requirements could cause our business to suffer.

The medical device industry is regulated extensively by governmental authorities, principally the FDA and corresponding state and foreign regulatory agencies. The FDA and other U.S. and foreign governmental agencies regulate, among other things, with respect to medical devices:

- design, development and manufacturing;
- testing, labeling, content and language of instructions for use and storage;
- clinical trials;
- product safety;
- marketing, sales and distribution;
- pre-market clearance and approval;
- record keeping procedures;
- advertising and promotion;

- recalls and field safety corrective actions;
- post-market surveillance, including reporting of deaths or serious injuries and malfunctions that, if they were to recur, could lead to death or serious injury;
- post-market approval studies; and
- product import and export.

The regulations to which we are subject are complex and have tended to become more stringent over time. Regulatory changes could result in restrictions on our ability to carry on or expand our operations, higher than anticipated costs or lower than anticipated sales.

Before we can market or sell a new regulated product or a significant modification to an existing product in the United States, we must obtain either clearance under Section 510(k) of the FDCA or approval of a pre-market approval, or PMA, application from the FDA, unless an exemption from pre-market review applies. In the 510(k) clearance process, the FDA must determine that a proposed device is "substantially equivalent" to a device legally on the market, known as a "predicate" device, with respect to intended use, technology and safety and effectiveness, in order to clear the proposed device for marketing. Clinical data is sometimes required to support substantial equivalence. The PMA pathway requires an applicant to demonstrate the safety and effectiveness of the device based, in part, on extensive data, including, but not limited to, technical, preclinical, clinical trial, manufacturing and labeling data. The PMA process is typically required for devices that are deemed to pose the greatest risk, such as life-sustaining, life-supporting or implantable devices. Products that are approved through a PMA application generally need FDA approval before they can be modified. Similarly, some modifications made to products cleared through a 510(k) may require a new 510(k). Both the 510(k) and PMA processes can be expensive and lengthy and require the payment of significant fees, unless exempt. The FDA's 510(k) clearance process usually takes from three to 12 months, but may last longer. The process of obtaining a PMA is much more costly and uncertain than the 510(k) clearance process and generally takes from one to three years, or even longer, from the time the application is submitted to the FDA until an approval is obtained. The process of obtaining regulatory clearances or approvals to market a medical device can be costly and time-consuming, and we may not be able to obtain these clearances or approvals on a timely basis, if at all.

In the United States, our currently commercialized products have either received pre-market clearance under Section 510(k) of the FDCA or are exempt from pre-market review. If the FDA requires us to go through a lengthier, more rigorous examination for future products or modifications to existing products than we had expected, our product introductions or modifications could be delayed or canceled, which could cause our sales to decline. In addition, the FDA may determine that future products will require the more costly, lengthy and uncertain PMA process. Although we do not currently market any devices under PMA, the FDA may demand that we obtain a PMA prior to marketing certain of our future products. In addition, if the FDA disagrees with our determination that a product we currently market is subject to an exemption from pre-market review, the FDA may require us to submit a 501(k) or PMA in order to continue marketing the product. Further, even with respect to those future products where a PMA is not required, we cannot assure you that we will be able to obtain the 510(k) clearances with respect to those products.

The FDA can delay, limit or deny clearance or approval of a device for many reasons, including:

- we may not be able to demonstrate to the FDA's satisfaction that our products are safe and effective for their intended users;
- the data from our pre-clinical studies and clinical trials may be insufficient to support clearance or approval, where required; and
- the manufacturing process or facilities we use may not meet applicable requirements.

In addition, the FDA may change its clearance and approval policies, adopt additional regulations or revise existing regulations, or take other actions which may prevent or delay approval or clearance of our products under development or impact our ability to modify our currently approved or cleared products on a timely basis. For example, FDA recently initiated a review of the pre-market clearance process in response to internal and external concerns regarding the 510(k) program. In January 2011, the FDA announced twenty-five action items designed to make the process more rigorous and transparent. Some of these proposals, if enacted, could impose additional regulatory requirements upon us which could delay our ability to obtain new 510(k) clearances, increase the costs of compliance, or restrict our ability to maintain our current clearances.

Any delay in, or failure to receive or maintain, clearance or approval for our products under development could prevent us from generating revenue from these products or achieving profitability. Additionally, the FDA and other regulatory authorities have broad enforcement powers. Regulatory enforcement or inquiries, or other increased scrutiny on us, could dissuade some surgeons from using our products and adversely affect our reputation and the perceived safety and efficacy of our products.

In addition, even after we have obtained the proper regulatory approval to market a product, the FDA has the power to require us to conduct postmarketing studies. For example, the FDA issued a 522 Order in October 2009 requiring companies that market dynamic stabilization systems, such as our TRANSITION system, to conduct postmarketing studies on those systems. These studies can be very expensive and time-consuming to conduct. Failure to comply with those studies in a timely manner could result in the revocation of the 510(k) clearance for the product that is subject to such a 522 Order and the recall or withdrawal of the product, which could prevent us from generating sales from that product in the United States.

In the EEA, our medical devices must comply with the essential requirements of the EU Medical Devices Directive (Council Directive 93/42/EEC). Compliance with these requirements is a prerequisite to be able to affix the CE conformity mark to our medical devices, without which they cannot be marketed or sold in the EEA. To demonstrate compliance with the essential requirements we must undergo a conformity assessment procedure, which varies according to the type of medical device and its classification. Except for low risk medical devices (Class I), where the manufacturer can issue an EC Declaration of Conformity based on a self-assessment of the conformity of its products with the essential requirements of the Medical Devices Directive, a conformity assessment procedure requires the intervention of an organization accredited by a Member State of the EEA to conduct conformity assessments, or a Notified Body. The Notified Body would typically audit and examine the quality system for the manufacture, design and final inspection of our devices before issuing a certification demonstrating compliance with the essential requirements.

Additionally, as part of the conformity assessment process, medical device manufacturers must carry out a clinical evaluation of their medical devices to verify that they comply with the relevant essential requirements of the Medical Device Directive covering safety and performance. This verification will generally comprise an assessment of whether a medical device's performance is in accordance with its intended use, that the known and foreseeable risks linked to the use of the device under normal conditions are minimized and acceptable when weighed against the benefits of its intended performance, and that any claims are supported by suitable evidence. This assessment must be based on clinical data, which can be obtained from (i) clinical studies conducted on the devices being assessed; (ii) scientific literature from similar devices whose equivalence with the assessed device can be demonstrated ; or (iii) both clinical studies and scientific literature. With respect to implantable devices or devices classified as Class III in the EU, the manufacturer must conduct clinical studies to obtain the required clinical data, unless the relying on existing clinical data from similar devices can be justified. As part of the conformity assessment process, depending on the type of devices, the Notified Body will review the manufacturer's clinical evaluation process, assess the clinical evaluation data of a representative sample of the devices' subcategory or generic group (for Class IIa and IIb devices), or assess all the clinical evaluation data, verify the manufacturer's assessment of that data, and assess the validity of the clinical evaluation report and the conclusions drawn by the manufacturer (for implantable and Class III devices). The conduct of clinical studies to obtain clinical data that might be required as part of the described clinical evaluation process can be expensive and time-consuming.

Failure to comply with applicable regulations could jeopardize our ability to sell our products and result in enforcement actions such as:

- warning letters;
- fines;
- injunctions;
- civil penalties;
- termination of distribution;
- recalls or seizures of products;
- delays in the introduction of products into the market;
- total or partial suspension of production;
- refusal of the FDA or other regulator to grant future clearances or approvals;
- withdrawals or suspensions of current clearances or approvals, resulting in prohibitions on sales of our products; and/or
- in the most serious cases, criminal penalties.

Any of these sanctions could result in higher than anticipated costs or lower than anticipated sales and have a material adverse effect on our reputation, business, results of operations and financial condition. For example, we recently executed a settlement agreement with the FDA in which we and our CEO, David C. Paul, agreed to pay a total of $1.0 million in exchange for the FDA's release of claims related solely to the FDA's determination that we failed to obtain the 510(k) clearance required for the sale of our NuBone product, which we ceased selling in the United States in December 2010.

Modifications to our products may require new 510(k) clearances or pre-market approvals, or may require us to cease marketing or recall the modified products until clearances are obtained.

Any modification to a 510(k)-cleared device that could significantly affect its safety or effectiveness, or that would constitute a major change in its intended use, design, or manufacture, requires a new 510(k) clearance or, possibly, approval of a PMA. The FDA requires every manufacturer to make this determination in the first instance, but the FDA may review any manufacturer's decision. The FDA may not agree with our decisions regarding whether new clearances or approvals are necessary. We have modified some of our 510(k) cleared products, and have determined based on our review of the applicable FDA guidance that in certain instances new 510(k) clearances or pre-market approvals are not required. If the FDA disagrees with our determination and requires us to submit new 510(k) notifications or PMAs for modifications to our previously cleared products for which we have concluded that new clearances or approvals are unnecessary, we may be required to cease marketing or to recall the modified product until we obtain clearance or approval, and we may be subject to significant regulatory fines or penalties.

Furthermore, the FDA's ongoing review of the 510(k) program may make it more difficult for us to make modifications to our previously cleared products, either by imposing more strict requirements on when a new 510(k) for a modification to a previously cleared product must be submitted, or applying more onerous review criteria to such submissions. In July and December 2011, respectively, the FDA issued draft guidance

documents addressing when to submit a new 510(k) due to modifications to 510(k)-cleared products and the criteria for evaluating substantial equivalence. The practical import of these new guidance documents on 510(k)s for new and modified products remains unclear, and we cannot assure you that they will not result in a more rigorous pre-market clearance process.

In the EEA, we must inform the Notified Body that carried out the conformity assessment of the medical devices we market or sell in the EEA of any planned substantial changes to our quality system or changes to our devices which could affect compliance with the essential requirements or the devices' intended use. The Notified Body will then assess the changes and verify whether they affect the products' conformity. If the assessment is favorable the Notified Body will issue a new certificate or an addendum to the existing certificates attesting compliance with the essential requirements.

We may fail to obtain or maintain foreign regulatory approvals to market our products in other countries.

We currently market our products internationally and intend to expand our international marketing. International jurisdictions require separate regulatory approvals and compliance with numerous and varying regulatory requirements. For example, we intend to continue to seek regulatory clearance to market our primary products in the EU/EEA, Brazil, Canada and other key markets. The approval procedures vary among countries and may involve requirements for additional testing, and the time required to obtain approval may differ from country to country and from that required to obtain FDA clearance or approval.

Clearance or approval by the FDA does not ensure approval or certification by regulatory authorities in other countries or jurisdictions, and approval or certification by one foreign regulatory authority does not ensure approval or certification by regulatory authorities in other foreign countries or by the FDA. The foreign regulatory approval or certification process may include all of the risks associated with obtaining FDA clearance or approval. We may not obtain foreign regulatory approvals on a timely basis, if at all. We may not be able to file for regulatory approvals or certifications and may not receive necessary approvals to commercialize our products in any market. If we fail to receive necessary approvals or certifications to commercialize our products in foreign jurisdictions on a timely basis, or at all, our business, results of operations and financial condition could be adversely affected.

We are subject to risks associated with our non-U.S. operations.

The FCPA and similar worldwide anti-bribery laws in non-U.S. jurisdictions generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. The FCPA also imposes accounting standards and requirements on publicly traded U.S. corporations and their foreign affiliates, which are intended to prevent the diversion of corporate funds to the payment of bribes and other improper payments, and to prevent the establishment of "off books" slush funds from which such improper payments can be made. Because of the predominance of government-sponsored healthcare systems around the world, many of our customer relationships outside of the United States are with governmental entities and are therefore subject to such anti-bribery laws. Our internal control policies and procedures may not always protect us from reckless or criminal acts committed by our employees or agents. Violations of these laws, or allegations of such violations, could disrupt our operations, involve significant management distraction and result in a material adverse effect on our business, results of operations and financial condition. We also could suffer severe penalties, including criminal and civil penalties, disgorgement and other remedial measures, including further changes or enhancements to our procedures, policies and controls, as well as potential personnel changes and disciplinary actions.

Furthermore, we are subject to the export controls and economic embargo rules and regulations of the United States, including, but not limited to, the Export Administration Regulations and trade sanctions against embargoed countries, which are administered by the Office of Foreign Assets Control within the Department of the Treasury, as well as the laws and regulations administered by the Department of Commerce. These

regulations limit our ability to market, sell, distribute or otherwise transfer our products or technology to prohibited countries or persons. A determination that we have failed to comply, whether knowingly or inadvertently, may result in substantial penalties, including fines and enforcement actions and civil and/or criminal sanctions, the disgorgement of profits and the imposition of a court-appointed monitor, as well as the denial of export privileges, and may have an adverse effect on our reputation.

These and other factors may have a material adverse effect on our international operations or on our business, results of operations and financial condition generally.

If we or our suppliers fail to comply with the FDA's good manufacturing practice regulations, this could impair our ability to market our products in a cost-effective and timely manner.

We and our third-party suppliers are required to comply with the FDA's Quality System Regulation, or QSR, which covers the methods and documentation of the design, testing, production, control, quality assurance, labeling, packaging, sterilization, storage and shipping of our products. In addition, suppliers and processors of allograft must comply with the FDA's current Good Tissue Practice regulations, or GTPs, which govern the methods used in and the facilities and controls used for the manufacture of human cell tissue and cellular and tissue-based products, record-keeping and the establishment of a quality program.

The FDA audits compliance with the QSR and GTPs through periodic announced and unannounced inspections of manufacturing and other facilities. The FDA may impose inspections or audits at any time. If we or our suppliers have significant non-compliance issues or if any corrective action plan that we or our suppliers propose in response to observed deficiencies is not sufficient, the FDA could take enforcement action, including any of the following sanctions:

- untitled letters, warning letters, fines, injunctions, consent decrees and civil penalties;
- customer notifications or repair, replacement, refunds, recall, detention or seizure of our products;
- operating restrictions or partial suspension or total shutdown of production;
- refusing or delaying our requests for 510(k) clearance or pre-market approval of new products or modified products;
- withdrawing 510(k) clearances or pre-market approvals that have already been granted;
- refusal to grant export approval for our products; or
- criminal prosecution.

Any of these sanctions could have a material adverse effect on our reputation, business, results of operations and financial condition.

Outside the United States, our products and operations are also often required to comply with standards set by industrial standards bodies, such as the International Organization for Standardization, or ISO. Foreign regulatory bodies may evaluate our products or the testing that our products undergo against these standards. The specific standards, types of evaluation and scope of review differ among foreign regulatory bodies. We intend to comply with the standards enforced by such foreign regulatory bodies as needed to commercialize our products. If we fail to adequately comply with any of these standards, a foreign regulatory body may take adverse actions similar to those within the power of the FDA. Any such action may harm our reputation and business, and could have an adverse effect on our business, results of operations and financial condition.

A recall of our products, either voluntarily or at the direction of the FDA or another governmental authority, or the discovery of serious safety issues with our products, could have a significant adverse impact on us.

The FDA and similar foreign governmental authorities have the authority to require the recall of commercialized products in the event of material deficiencies or defects in design or manufacture or in the event that a product poses an unacceptable risk to health. Manufacturers may, under their own initiative, recall a product if any material deficiency in a device is found. A government-mandated or voluntary recall by us or one of our distributors could occur as a result of an unacceptable risk to health, component failures, manufacturing errors, design or labeling defects or other deficiencies and issues. Recalls of any of our products would divert managerial and financial resources and have an adverse effect on our reputation, results of operations and financial condition, which could impair our ability to produce our products in a cost-effective and timely manner in order to meet our customers' demands. We may also be required to bear other costs or take other actions that may have a negative impact on our future sales and our ability to generate profits.

Further, under the FDA's medical device reporting, or MDR, regulations, we are required to report to the FDA any incident in which our product may have caused or contributed to a death or serious injury or in which our product malfunctioned and, if the malfunction were to recur, would likely cause or contribute to death or serious injury. Repeated product malfunctions may result in a voluntary or involuntary product recall, which could divert managerial and financial resources, impair our ability to manufacture our products in a cost-effective and timely manner and have an adverse effect on our reputation, results of operations and financial condition.

In the EEA we must comply with the EU Medical Device Vigilance System. Under this system, incidents must be reported to the relevant authorities of the Member States of the EEA, and manufacturers are required to take Field Safety Corrective Actions, or FSCAs, to reduce a risk of death or serious deterioration in the state of health associated with the use of a medical device that is already placed on the market. An incident is defined as any malfunction or deterioration in the characteristics and/or performance of a device, as well as any inadequacy in the labeling or the instructions for use which, directly or indirectly, might lead to or might have led to the death of a patient or user or of other persons or to a serious deterioration in their state of health. An FSCA may include the recall, modification, exchange, destruction or retrofitting of the device. FSCAs must be communicated by the manufacturer or its legal representative to its customers and/or to the end users of the device through Field Safety Notices.

Any adverse event involving our products, whether in the United States or abroad, could result in future voluntary corrective actions, such as recalls or customer notifications, or agency action, such as inspection, mandatory recall or other enforcement action. Any corrective action, whether voluntary or involuntary, as well as defending ourselves in a lawsuit, will require the dedication of our time and capital, distract management from operating our business and may harm our reputation and financial results.

We may be subject to enforcement action if we engage in the off-label promotion of our products.

Our promotional materials and training methods must comply with FDA and other applicable laws and regulations, including the prohibition of the promotion of off-label use. Physicians may use our products off-label, as the FDA does not restrict or regulate a physician's choice of treatment within the practice of medicine. However, if the FDA determines that our promotional materials or training constitutes promotion of an off-label use, it could request that we modify our training or promotional materials or subject us to regulatory or enforcement actions, including the issuance of an untitled letter, a warning letter, injunction, seizure, civil fine and criminal penalties. It is also possible that other federal, state or foreign enforcement authorities might take action if they consider our promotional or training materials to constitute promotion of an unapproved use, which could result in significant fines or penalties under other statutory authorities, such as laws prohibiting false claims for reimbursement. In that event, our reputation could be damaged and adoption of the products would be impaired. Although our policy is to refrain from statements that could be considered off-label promotion of our products, the FDA or another regulatory agency could disagree and conclude that we have engaged in off-label

promotion. In addition, the off-label use of our products may increase the risk of injury to patients, and, in turn, the risk of product liability claims. Product liability claims are expensive to defend and could divert our management's attention, result in substantial damage awards against us and harm our reputation.

Governmental regulation and limited sources and suppliers could restrict our procurement and use of tissue.

In the United States, the procurement and transplantation of allograft bone tissue is subject to federal law pursuant to the National Organ Transplant Act, or NOTA, a criminal statute which prohibits the purchase and sale of human organs used in human transplantation, including bone and related tissue, for "valuable consideration." NOTA permits reasonable payments associated with the removal, transportation, processing, preservation, quality control, implantation and storage of human bone tissue. We provide services in all of these areas in the United States, with the exception of removal and implantation, and receive payments for all such services. We make payments to certain of our clients and tissue banks for their services related to recovering allograft bone tissue on our behalf. If NOTA is interpreted or enforced in a manner that prevents us from receiving payment for services we render or that prevents us from paying tissue banks or certain of our clients for the services they render for us, our business could be materially adversely affected.

We depend on a limited number of sources of human tissue for use in some of our advanced biomaterials products and a limited number of entities to process the human tissue for use in those advanced biomaterials products, and any failure to obtain tissue from these sources or to have the tissue processed by these entities for us in a timely manner will interfere with our ability to effectively meet demand for our advanced biomaterials products incorporating human tissue. One third-party supplier currently supplies all of our needs for allograft implants and products, although we expect to engage other suppliers in the future. The processing of human tissue into our advanced biomaterials products is very labor-intensive and it is therefore difficult to maintain a steady supply stream. In addition, due to seasonal changes in mortality rates, some scarce tissues used in our advanced biomaterials products are at times in particularly short supply. We cannot be certain that our current supply of allograft implants and supplies from that supplier, plus any additional source that we identify in the future, will be sufficient to meet our needs. Our dependence on a single or small number of third-party suppliers and the challenges we may face in obtaining adequate supplies of human tissue involve several risks, including limited control over pricing, availability, quality and delivery schedules. In addition, any supply interruption in a limited or sole-sourced human tissue component, could materially harm our and our third-party suppliers' ability to manufacture our advanced biomaterials products until a new source of supply, if any, could be found. We may be unable to find a sufficient alternative supply channel in a reasonable time period or on commercially reasonable terms, if at all, which would have a material adverse effect on our business, results of operations and financial condition.

Negative publicity concerning methods of tissue recovery and screening of donor tissue in our industry could reduce demand for our advanced biomaterials products and impact the supply of available donor tissue.

Media reports or other negative publicity concerning both alleged improper methods of tissue recovery from donors and disease transmission from donated tissue could limit widespread acceptance of some of our advanced biomaterials products. Unfavorable reports of improper or illegal tissue recovery practices, both in the United States and internationally, as well as incidents of improperly processed tissue leading to the transmission of disease, may broadly affect the rate of future tissue donation and market acceptance of technologies incorporating human tissue. In addition, such negative publicity could cause the families of potential donors to become reluctant to agree to donate tissue to for-profit tissue processors. For example, the media has reported examples of alleged illegal harvesting of body parts from cadavers and resulting recalls conducted by certain companies selling human tissue based products affected by the alleged illegal harvesting. These reports and others could have a negative effect on our tissue regeneration business.

We are subject to environmental laws and regulations that can impose significant costs and expose us to potential financial liabilities.

The manufacture of certain of our products, including our allograft implants and products, and the handling of materials used in the product testing process, including in our cadaveric laboratory, involve the controlled use of biological, hazardous and/or radioactive materials and wastes. Our business and facilities and those of our suppliers are subject to foreign, federal, state and local laws and regulations relating to the protection of human health and the environment, including those governing the use, manufacture, storage, handling and disposal of, and exposure to, such materials and wastes. In addition, under some environmental laws and regulations, we could be held responsible for costs relating to any contamination at our past or present facilities and at third-party waste disposal sites even if such contamination was not caused by us. A failure to comply with current or future environmental laws and regulations could result in severe fines or penalties. Any such expenses or liability could have a significant negative impact on our business, results of operations and financial condition.

We or our suppliers may be the subject of claims for non-compliance with FDA regulations in connection with the processing, manufacturing or distribution of our proposed allograft or other advanced biomaterials implants and products.

Allegations may be made against us or against donor recovery groups or tissue banks, including those with which we have a contractual supplier relationship, claiming that the acquisition or processing of tissue for allograft implants and products or other advanced biomaterials products does not comply with applicable FDA regulations or other relevant statutes and regulations. Allegations like these could cause regulators or other authorities to take investigative or other action against us or our suppliers, or could cause negative publicity for us or our industry generally. These actions or any negative publicity could cause us to incur substantial costs, divert the attention of our management from our business and harm our reputation.

We and our distributor sales representatives must comply with U.S. federal and state fraud and abuse laws, including anti-kickback laws and other U.S. federal and state anti-referral laws.

There are numerous U.S. federal and state laws pertaining to healthcare fraud and abuse, including anti-kickback laws and physician self-referral laws. Our relationships with surgeons, hospitals and our independent distributors are subject to scrutiny under these laws. Violations of these laws are punishable by criminal and civil sanctions, including, in some instances, imprisonment and exclusion from participation in federal and state healthcare programs, including the Medicare, Medicaid and Veterans Administration health programs. Because of the far-reaching nature of these laws, we may be required to alter or discontinue one or more of our business practices to be in compliance with these laws.

Healthcare fraud and abuse regulations are complex, and even minor irregularities can potentially give rise to claims that a statute or prohibition has been violated. The laws that may affect our ability to operate include:

- the federal healthcare programs' Anti-Kickback Law, which prohibits, among other things, persons from knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, in exchange for or to induce either the referral of an individual for, or the purchase, order or recommendation of, any good or service for which payment may be made under federal healthcare programs such as the Medicare and Medicaid programs;

- federal false claims laws which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, claims for payment from Medicare, Medicaid, or other third-party payors that are false or fraudulent;

- the federal Health Insurance Portability and Accountability Act of 1996, which created federal criminal laws that prohibit executing a scheme to defraud any healthcare benefit program or making false statements relating to healthcare matters;
- the Federal Trade Commission Act and similar laws regulating advertisement and consumer protections;
- the federal Foreign Corrupt Practices Act of 1997, which prohibits corrupt payments, gifts or transfers of value to foreign officials; and
- foreign and U.S. state law equivalents of each of the above federal laws, such as anti-kickback and false claims laws which may apply to items or services reimbursed by any third-party payor, including commercial insurers.

Further, the recently enacted Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act, or, collectively, the PPACA, among other things, amends the intent requirement of the federal anti-kickback and criminal healthcare fraud statutes. A person or entity can now be found guilty under the PPACA without actual knowledge of the statute or specific intent to violate it. In addition, the PPACA provides that the government may assert that a claim including items or services resulting from a violation of the federal anti-kickback statute constitutes a false or fraudulent claim for purposes of the false claims statutes. Possible sanctions for violation of these anti-kickback laws include monetary fines, civil and criminal penalties, exclusion from Medicare and Medicaid programs and forfeiture of amounts collected in violation of such prohibitions. Any violations of these laws, or any action against us for violation of these laws, even if we successfully defend against it, could result in a material adverse effect on our reputation, business, results of operations and financial condition.

We have entered into consulting agreements and royalty agreements with surgeons, including some who make referrals to us. In addition, some of our referring surgeons own our stock, which they either purchased in an arm's length transaction on terms identical to those offered to non-referral sources or received from us as fair market value consideration for consulting services performed. While these transactions were structured with the intention of complying with all applicable laws, including the federal ban on physician self-referrals, commonly known as the "Stark Law," state anti-referral laws and other applicable anti-kickback laws, to the extent applicable, it is possible that regulatory agencies may view these transactions as prohibited arrangements that must be restructured, or discontinued, or for which we could be subject to other significant penalties. Regulators also could prohibit us from accepting payment for referrals from these surgeons. We would be materially and adversely affected if regulatory agencies interpret our financial relationships with spine surgeons who order our products to be in violation of applicable laws and we were unable to comply with applicable laws. This could subject us to monetary penalties for non-compliance, the cost of which could be substantial, or we may be unable to accept referrals from such surgeons.

To enforce compliance with the federal laws, the U.S. Department of Justice, or DOJ, has recently increased its scrutiny of interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. Dealing with investigations can be time- and resource-consuming and can divert management's attention from the business. Additionally, if a healthcare company settles an investigation with the DOJ or other law enforcement agencies, we may be forced to agree to additional onerous compliance and reporting requirements as part of a consent decree or corporate integrity agreement. Any such investigation or settlement could increase our costs or otherwise have an adverse effect on our business.

In certain cases, federal and state authorities pursue actions for false claims on the basis that manufacturers and distributors are promoting unapproved, or "off-label" uses of their products. Pursuant to FDA regulations, we can only market our products for cleared or approved uses. Although surgeons are permitted to

use medical devices for indications other than those cleared or approved by the FDA, we are prohibited from promoting products for "off-label" uses. We market our products and provide promotional materials and training programs to surgeons regarding the use of our products. If it is determined that our marketing, promotional materials or training programs constitute promotion of unapproved uses, we could be subject to significant fines in addition to regulatory enforcement actions, including the issuance of a warning letter, injunction, seizure and criminal penalty.

Beginning in 2013, the PPACA also imposes new reporting and disclosure requirements on device manufacturers for payments to healthcare providers and ownership of their stock by healthcare providers. Failure to submit required information may result in civil monetary penalties of up to an aggregate of $150,000 per year (or up to an aggregate of $1 million per year for "knowing failures"), for all payments, transfers of value or ownership or investment interests not reported in an annual submission. On December 14, 2011, CMS released its proposed rule implementing these provisions, providing further clarification to ambiguous or unclear statutory language and providing instructions for manufacturers to comply with such requirements. In addition, CMS estimates that approximately 1,000 device and medical supply companies will be required to comply with the disclosure requirements and that the average cost per entity will be approximately $170,000 in the first year. CMS closed its comment period on February 17, 2012.

In addition, there has been a recent trend of increased federal and state regulation of payments made to physicians for marketing. Some states, such as California, Massachusetts and Vermont, mandate implementation of commercial compliance programs, along with the tracking and reporting of gifts, compensation and other remuneration to physicians. The shifting commercial compliance environment and the need to build and maintain robust and expandable systems to comply with different compliance and/or reporting requirements in multiple jurisdictions increase the possibility that a healthcare company may run afoul of one or more of the requirements.

The scope and enforcement of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. Federal or state regulatory authorities might challenge our current or future activities under these laws. Any such challenge could have a material adverse effect on our reputation, business, results of operations and financial condition. Any state or federal regulatory review of us, regardless of the outcome, would be costly and time-consuming. Additionally, we cannot predict the impact of any changes in these laws, whether or not retroactive.

Legislative or regulatory healthcare reforms may make it more difficult and costly for us to obtain regulatory clearance or approval of our products and to produce, market and distribute our products after clearance or approval is obtained.

Recent political, economic and regulatory influences are subjecting the healthcare industry to fundamental changes. The sales of our products depend in part on the availability of coverage and reimbursement from third-party payors such as government health administration authorities, private health insurers, health maintenance organizations and other healthcare-related organizations. Both the Federal and state governments in the United States and foreign governments continue to propose and pass new legislation and regulations designed to contain or reduce the cost of healthcare. Such legislation and regulations may result in decreased reimbursement for medical devices, which may further exacerbate industry-wide pressure to reduce the prices charged for medical devices. This could harm our ability to market our products and generate sales.

In addition, FDA regulations and guidance are often revised or reinterpreted by the FDA in ways that may significantly affect our business and our products. Any new regulations or revisions or reinterpretations of existing regulations may impose additional costs or lengthen review times of our products. Delays in receipt of or failure to receive regulatory clearances or approvals for our new products would have a material adverse effect on our business, results of operations and financial condition. In addition, the FDA is currently evaluating the 510(k) process and may make substantial changes to industry requirements, including which devices are eligible for 510(k) clearance, the ability to rescind previously granted 510(k) clearances and additional requirements that may significantly impact the process.

Federal and state governments in the United States have recently enacted legislation to overhaul the nation's healthcare system. While the goal of healthcare reform is to expand coverage to more individuals, it also involves increased government price controls, additional regulatory mandates and other measures designed to constrain medical costs. The PPACA substantially changes the way healthcare is financed by both governmental and private insurers, encourages improvements in the quality of healthcare items and services and significantly impacts the medical device industries. Among other things, the PPACA:

- establishes a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in and conduct comparative clinical effectiveness research;
- implements payment system reforms including a national pilot program on payment bundling to encourage hospitals, physicians and other providers to improve the coordination, quality and efficiency of certain healthcare services through bundled payment models, beginning on or before January 1, 2013; and
- creates an independent payment advisory board that will submit recommendations to reduce Medicare spending if projected Medicare spending exceeds a specified growth rate.

A number of state governors have strenuously opposed certain of the PPACA's provisions, and initiated lawsuits challenging its constitutionality. These challenges are pending final adjudication in several jurisdictions, including the United States Supreme Court. Congress has also proposed a number of legislative initiatives, including possible repeal of the PPACA. At this time, it remains unclear whether there will be any changes made to the PPACA, whether to certain provisions or its entirety.

In addition, other legislative changes have been proposed and adopted since the PPACA was enacted. Most recently, on August 2, 2011, the President signed into law the Budget Control Act of 2011, which, among other things, creates the Joint Select Committee on Deficit Reduction to recommend to Congress proposals in spending reductions. The Joint Select Committee did not achieve a targeted deficit reduction of at least $1.2 trillion for the years 2013 through 2021, triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions to Medicare payments to providers of up to 2% per fiscal year, starting in 2013. The uncertainties regarding the ultimate features of the PPACA and other healthcare reform initiatives and their enactment and implementation may have an adverse effect on our customers' purchasing decisions regarding our products. In the coming years, additional changes could be made to governmental healthcare programs that could significantly impact the success of our products. Cost control initiatives could decrease the price that we receive for our products. At this time, we cannot predict which, if any, additional healthcare reform proposals will be adopted, when they may be adopted or what impact they, or the PPACA, may have on our business and operations, and any such impact may be adverse on our operating results and financial condition.

Our financial performance may be adversely affected by medical device tax provisions in the healthcare reform laws.

The PPACA imposes, among other things, an annual excise tax of 2.3% on any entity that manufactures or imports medical devices offered for sale in the United States beginning in 2013. Under these provisions, the Congressional Research Service predicts that the total cost to the medical device industry may be up to $20 billion over the next decade. We expect to be subject to this excise tax in the future on our sales of certain medical devices we manufacture, produce or import. We anticipate that all of our sales of medical devices in the United States will be subject to this 2.3% excise tax. The financial impact of this tax on our business is unclear and there can be no assurance that our business will not be materially adversely affected by it.

Risks Related to our Financial Results and Need for Financing

We will need to generate significant sales to remain profitable.

We intend to increase our operating expenses substantially as we add sales representatives and distributors to increase our geographic sales coverage, submit additional investigational device exemption applications to the FDA, increase our marketing capabilities, conduct clinical trials and increase our general and administrative functions to support our growing operations. We will need to generate significant sales to maintain profitability and we might not be able to do so. Even if we do generate significant sales, we might not be able to sustain or increase profitability on a quarterly or annual basis in the future. If our sales grow more slowly than we anticipate or if our operating expenses exceed our expectations, our financial performance will likely be adversely affected.

Our quarterly operating results may fluctuate significantly.

Our operating results are difficult to predict and may be subject to quarterly fluctuations. Our sales and results of operations will be affected by numerous factors, including:

- our ability to drive increased sales of our products;
- our ability to establish and maintain an effective and dedicated sales force;
- pricing pressure applicable to our products, including adverse third-party coverage and reimbursement outcomes;
- results of clinical research and trials on our existing products and products in development;
- the mix of our products sold because profit margins differ amongst our products;
- timing of new product offerings, acquisitions, licenses or other significant events by us or our competitors;
- the ability of our suppliers to timely provide us with an adequate supply of materials and components;
- the evolving product offerings of our competitors;
- regulatory approvals and legislative changes affecting the products we may offer or those of our competitors;
- interruption in the manufacturing or distribution of our products;
- the effect of competing technological, industry and market developments;
- changes in our ability to obtain regulatory clearance or approval for our products; and
- our ability to expand the geographic reach of our sales and marketing efforts.

Many of the products we may seek to develop and introduce in the future will require FDA approval or clearance before commercialization in the United States, and commercialization of such products outside of the United States would likely require additional regulatory approvals and import licenses. As a result, it will be difficult for us to forecast demand for these products with any degree of certainty. In addition, we will be

increasing our operating expenses as we expand our commercial capabilities. Accordingly, we may experience significant, unanticipated quarterly losses. If our quarterly or annual operating results fall below the expectations of investors or securities analysts, the price of our Class A common stock could decline substantially. Furthermore, any quarterly or annual fluctuations in our operating results may, in turn, cause the price of our Class A common stock to fluctuate substantially. We believe that quarterly comparisons of our financial results are not necessarily meaningful and should not be relied upon as an indication of our future performance.

Our future capital needs are uncertain and we may need to raise additional funds in the future, and such funds may not be available on acceptable terms or at all.

We believe that our current cash and cash equivalents, including the proceeds from this offering together with the cash to be generated from expected product sales, will be sufficient to meet our projected operating requirements for the next twelve months. However, continued expansion of our business will be expensive and we may seek additional funds from public and private stock offerings, borrowings under our existing or future credit facilities or other sources. Our capital requirements will depend on many factors, including:

- the revenues generated by sales of our products;
- the costs associated with expanding our sales and marketing efforts;
- the expenses we incur in manufacturing and selling our products;
- the costs of developing and commercializing new products or technologies;
- the cost of obtaining and maintaining regulatory approval or clearance of our products and products in development;
- the number and timing of acquisitions and other strategic transactions;
- the costs associated with our planned international expansion;
- the costs associated with increased capital expenditures, including fixed asset purchases of instrument sets which we loan to hospitals to support surgeries; and
- unanticipated general and administrative expenses.

As a result of these factors, we may seek to raise additional capital, and such capital may not be available on favorable terms, or at all. Furthermore, if we issue equity or debt securities to raise additional capital, our existing stockholders may experience dilution, and the new equity or debt securities may have rights, preferences and privileges senior to those of our existing stockholders. In addition, if we raise additional capital through collaboration, licensing or other similar arrangements, it may be necessary to relinquish valuable rights to our products, potential products or proprietary technologies, or grant licenses on terms that are not favorable to us. If we cannot raise capital on acceptable terms, we may not be able to develop or enhance our products, execute our business plan, take advantage of future opportunities, or respond to competitive pressures, changes in our supplier relationships, or unanticipated customer requirements. Any of these events could adversely affect our ability to achieve our development and commercialization goals, which could have a material adverse effect on our business, results of operations and financial condition.

Prolonged negative economic conditions in domestic and global markets may adversely affect us, our suppliers, counterparties and consumers, which could harm our financial position.

As has been widely reported, global credit and financial markets have been experiencing extreme disruptions over the past several years, including severely diminished liquidity and availability of credit, declines in consumer confidence, declines in economic growth, increases in unemployment rates and uncertainty about economic stability. Credit and financial markets and confidence in economic conditions might deteriorate further. Our general business strategy may be adversely affected by the recent economic downturn and volatile business environment and continued unpredictable and unstable market conditions. In addition, there is a risk that one or more of our current service providers, suppliers and other partners may not continue to operate, which could directly affect our ability to attain our operating goals on schedule and on budget. Any lender that is obligated to provide funding to us under any now existing or future credit agreement with us may not be able to provide funding in a timely manner, or at all, when we require it. The cost of, or lack of, available credit or equity financing could impact our ability to develop sufficient liquidity to maintain or grow our company, which in turn may adversely affect our business, results of operations or financial condition. We also manage cash and cash equivalents and short-term investments through various institutions. There may be a risk of loss on investments based on the volatility of the underlying instruments that will prevent us from recovering the full principal of our investments. These negative changes in domestic and global economic conditions or additional disruptions of either or both of the financial and credit markets may also affect third-party payors and may have a material adverse effect on our stock price, business, results of operations, financial condition and liquidity.

Our existing revolving credit facility contains restrictive covenants that may limit our operating flexibility.

Our existing revolving credit facility contains certain restrictive covenants that limit our ability to transfer or dispose of assets, merge with other companies or consummate certain changes of control, acquire other companies, pay dividends, incur additional indebtedness and liens, experience changes in management and enter into new businesses. We therefore may not be able to engage in any of the foregoing transactions unless we obtain the consent of the lender or terminate the revolving credit facility. There is no guarantee that we will be able to generate sufficient cash flow or sales to meet the financial covenants or pay the principal and interest on any such debt. Furthermore, there is no guarantee that future working capital, borrowings or equity financing will be available to repay or refinance any such debt.

Risks Related to our Intellectual Property and Potential Litigation

Our ability to protect our intellectual property and proprietary technology is uncertain.

We rely primarily on patent, copyright, trademark and trade secret laws, as well as confidentiality and non-disclosure agreements and other methods, to protect our proprietary technologies and know-how. As of April 30, 2012, we owned 98 issued U.S. patents and had applications pending for 247 U.S. patents, and we owned 40 issued foreign patents and had applications pending for 95 foreign patents. One of our issued patents expires in March 2015 and the rest of our issued patents expire between November 2019 and June 2030. We also have 39 pending U.S. trademark applications and two pending foreign trademark applications, as well as 74 trademark registrations, including 59 U.S. trademark registrations and 15 foreign trademark registrations.

We have applied for patent protection relating to certain existing and proposed products and processes. While we generally apply for patents in those countries where we intend to make, have made, use or sell patented products, we may not accurately predict all of the countries where patent protection will ultimately be desirable. If we fail to timely file a patent application in any such country, we may be precluded from doing so at a later date. Furthermore, we cannot assure you that any of our patent applications will be approved. The rights granted to us under our patents, including prospective rights sought in our pending patent applications, may not be meaningful or provide us with any commercial advantage and they could be opposed, contested or circumvented by our competitors or be declared invalid or unenforceable in judicial or administrative proceedings. The failure of our patents to adequately protect our technology might make it easier for our competitors to offer the same or

similar products or technologies. Competitors may be able to design around our patents or develop products that provide outcomes which are comparable to ours without infringing on our intellectual property rights. We have entered into confidentiality agreements and intellectual property assignment agreements with our officers, employees, consultants and advisors regarding our intellectual property and proprietary technology. In the event of unauthorized use or disclosure or other breaches of such agreements, we may not be provided with meaningful protection for our trade secrets or other proprietary information. Due to differences between foreign and U.S. patent laws, our patented intellectual property rights may not receive the same degree of protection in foreign countries as they would in the United States. Even if patents are granted outside the United States, effective enforcement in those countries may not be available. Since most of our issued patents and pending patent applications are for the United States only, we lack a corresponding scope of patent protection in other countries. In countries where we do not have significant patent protection, we may not be able to stop a competitor from marketing products in such countries that are the same as or similar to our products.

We rely on our trademarks, trade names and brand names to distinguish our products from the products of our competitors, and have registered or applied to register many of these trademarks. We cannot assure you that our trademark applications will be approved. Third parties may also oppose our trademark applications, or otherwise challenge our use of the trademarks. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products, which could result in loss of brand recognition, and could require us to devote resources to advertising and marketing new brands. Further, we cannot assure you that competitors will not infringe upon our trademarks, or that we will have adequate resources to enforce our trademarks.

If a competitor infringes upon one of our patents, trademarks or other intellectual property rights, enforcing those patents, trademarks and other rights may be difficult and time consuming. Even if successful, litigation to defend our patents and trademarks against challenges or to enforce our intellectual property rights could be expensive and time consuming and could divert management's attention from managing our business. Moreover, we may not have sufficient resources or desire to defend our patents or trademarks against challenges or to enforce our intellectual property rights.

We are subject to various litigation claims and legal proceedings, including litigation initiated by NuVasive, Synthes, N-Spine, L5 and Sabatino Bianco.

We, as well as certain of our officers and independent distributors, are subject to a number of legal proceedings, including those initiated by NuVasive, Synthes, N-Spine (subsequently acquired by Synthes), L5 and Sabatino Bianco, which are described in more detail under "Business—Legal Proceedings." These lawsuits may result in significant legal fees and expenses and could divert management's time and other resources. If the claims contained in these lawsuits are successfully asserted against us, we could be liable for damages and be required to alter or cease certain of our business practices or product lines. Any of these outcomes could cause our business, financial performance and cash position to be negatively impacted. There is no guarantee of a successful result in any of these lawsuits, either in defending these claims or in pursuing counterclaims.

The medical device industry is characterized by patent litigation and we could become subject to litigation that could be costly, result in the diversion of management's time and efforts, require us to pay damages, and/or prevent us from marketing our existing or future products.

Our commercial success will depend in part on not infringing the patents or violating the other proprietary rights of third parties. Significant litigation regarding patent rights exists in our industry. Our competitors in both the United States and abroad, many of which have substantially greater resources and have made substantial investments in competing technologies, may have applied for or obtained or may in the future apply for and obtain, patents that will prevent, limit or otherwise interfere with our ability to make and sell our products. We have not conducted an independent review of patents issued to third parties. The large number of patents, the rapid rate of new patent issuances, the complexities of the technology involved and uncertainty of litigation increase the risk of business assets and management's attention being diverted to patent litigation. We have received in the past, and expect to receive in the future, particularly as a public company, communications

from various industry participants alleging our infringement of their patents, trade secrets or other intellectual property rights and/or offering licenses to such intellectual property. We are currently subject to lawsuits, and have received other written allegations, claiming that we have infringed certain patents of our competitors, including N-Spine (subsequently acquired by Synthes), Synthes and NuVasive. A summary of the N-Spine, Synthes, and NuVasive cases is provided under "Business—Legal Proceedings." Any lawsuits resulting from such allegations could subject us to significant liability for damages and invalidate our proprietary rights. Any potential intellectual property litigation also could force us to do one or more of the following:

- stop selling products or using technology that contains the allegedly infringing intellectual property;
- lose the opportunity to license our technology to others or to collect royalty payments based upon successful protection and assertion of our intellectual property rights against others;
- incur significant legal expenses;
- pay substantial damages to the party whose intellectual property rights we may be found to be infringing;
- redesign those products that contain the allegedly infringing intellectual property, which could be costly and disruptive; or
- attempt to obtain a license to the relevant intellectual property from third parties, which may not be available on reasonable terms or at all.

Any litigation or claim against us, even those without merit, may cause us to incur substantial costs, and could place a significant strain on our financial resources, divert the attention of management from our core business, and harm our reputation. Further, as the number of participants in the spine industry grows, the possibility of intellectual property infringement claims against us increases. If we are found to infringe the intellectual property rights of third parties, we could be required to pay substantial damages (including treble, or triple, damages if an infringement is found to be willful) and/or royalties and could be prevented from selling our products unless we obtain a license or are able to redesign our products to avoid infringement. Any such license may not be available on reasonable terms, if at all, and there can be no assurance that we would be able to redesign our products in a way that would not infringe the intellectual property rights of others. If we fail to obtain any required licenses or make any necessary changes to our products or technologies, we may have to withdraw existing products from the market or may be unable to commercialize one or more of our products, all of which could have a material adverse effect on our business, results of operations and financial condition.

In addition, we generally indemnify our customers and distributors with respect to infringement by our products of the proprietary rights of third parties. Third parties may assert infringement claims against our customers or distributors. These claims may require us to initiate or defend protracted and costly litigation on behalf of our customers or distributors, regardless of the merits of these claims. If any of these claims succeed, we may be forced to pay damages on behalf of our customers or distributors or may be required to obtain licenses for the products they use. If we cannot obtain all necessary licenses on commercially reasonable terms, our customers may be forced to stop using our products.

We may be subject to damages resulting from claims that we, our employees or our independent distributors have wrongfully used or disclosed alleged trade secrets of our competitors or are in breach of non-competition or non-solicitation agreements with our competitors.

Many of our employees were previously employed at other medical device companies, including our competitors or potential competitors, in some cases until recently. Many of our independent distributors sell, or in the past have sold, products of our competitors. We may be subject to claims that we, our employees, or our

independent distributors have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of these former employers or competitors. In addition, we have been and may in the future be subject to claims that we caused an employee to breach the terms of his or her non-competition or non-solicitation agreement. Litigation may be necessary to defend against these claims. For example, as discussed elsewhere in this prospectus, we are currently involved in a lawsuit brought by NuVasive with respect to our employment of former employees of NuVasive. Even if we are successful in defending against these claims, litigation could result in substantial costs and could be a distraction to management. If our defense to those claims fails, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. There can be no assurance that this type of litigation will not continue, and any future litigation or the threat thereof may adversely affect our ability to hire additional direct sales representatives. A loss of key personnel or their work product could hamper or prevent our ability to commercialize product candidates, which could have an adverse effect on our business, results of operations and financial condition.

Because allograft implants used in our advanced biomaterials program may entail a risk of communicable diseases to human recipients, we may be the subject of product liability claims regarding our allograft implants.

The development of allograft implants and technologies for human tissue repair and treatment may entail particular risk of transmitting diseases to human recipients. Any such transmission could result in the assertion of substantial product liability claims against us. In addition, successful product liability claims made against one of our competitors could cause claims to be made against us or expose us to a perception that we are vulnerable to similar claims. Claims against us arising out of our advanced biomaterials program, regardless of their merit or potential outcome, may also hurt our reputation and ability to sell our products.

We may incur product liability losses, and insurance coverage may be inadequate or unavailable to cover these losses.

Our business exposes us to potential product liability claims that are inherent in the testing, design, manufacture and sale of medical devices for spine surgery procedures. Spine surgery involves significant risk of serious complications, including bleeding, nerve injury, paralysis and even death. In addition, if longer-term patient results and experience indicates that our products or any component of a product cause tissue damage, motor impairment or other adverse effects, we could be subject to significant liability. Furthermore, if spine surgeons are not sufficiently trained in the use of our products, they may misuse or ineffectively use our products, which may result in unsatisfactory patient outcomes or patient injury. We could become the subject of product liability lawsuits alleging that component failures, manufacturing flaws, design defects or inadequate disclosure of product-related risks or product-related information resulted in an unsafe condition or injury to patients. Product liability lawsuits and claims, safety alerts or product recalls, regardless of their ultimate outcome, could have a material adverse effect on our business and reputation, our ability to attract and retain customers and our results of operations or financial condition.

Although we maintain third-party product liability insurance coverage, it is possible that claims against us may exceed the coverage limits of our insurance policies or cause us to record a self-insured loss. Even if any product liability loss is covered by an insurance policy, these policies typically have substantial retentions or deductibles that we are responsible for. Product liability claims in excess of applicable insurance coverage could have a material adverse effect on our business, results of operations and financial condition.

In addition, any product liability claim brought against us, with or without merit, could result in an increase of our product liability insurance rates. Insurance coverage varies in cost and can be difficult to obtain, and we cannot guarantee that we will be able to obtain insurance coverage in the future on terms acceptable to us or at all.

Risks Related to the Ownership of our Class A Common Stock

Because of their significant stock ownership, our chief executive officer, our other executive officers, and our directors and principal stockholders will be able to exert control over us and our significant corporate decisions.

Based on an aggregate of 286,992,443 shares of our Class A and Class B common stock outstanding as of March 31, 2012, after giving effect to the automatic conversions of our Series E preferred stock to shares of our Class B common stock, the subsequent automatic conversion of shares of our Class B common stock to shares of our Class A common stock and the subsequent automatic conversion of all shares of our Class C common stock to shares of our Class A common stock as discussed elsewhere in this prospectus, as of March 31, 2012, our executive officers and directors, and holders of more than 5% of our outstanding Class A common stock on an as-converted basis, and their affiliates beneficially owned, in the aggregate, approximately 89.1% of the voting power of our outstanding capital stock. Upon completion of this offering, our executive officers and directors, and holders of more than 5% of our outstanding Class A common stock on an as-converted basis, and their affiliates will still hold a significant portion of our voting power. In particular, as of March 31, 2012, David C. Paul, our CEO, controlled, on an as-converted basis, 34.5% of our Class A and Class B common stock, representing 84.0% of the voting power of our outstanding capital stock as of that date. Upon the closing of this offering, the shares owned by David C. Paul will represent % of the voting power of our outstanding capital stock. As a result, these persons, acting together, or even David C. Paul, acting alone, will have the ability to significantly influence or determine the outcome of all matters submitted to our stockholders for approval, including the election and removal of directors and any merger, consolidation, or sale of all or substantially all of our assets. Furthermore, upon the closing of this offering, we will have shares of Class B common stock available for issuance. This amount will exceed 5% of our outstanding common stock after completion of this offering, meaning our board of directors could issue Class B common stock without necessarily triggering the automatic conversion of that Class B common stock to Class A common stock that, pursuant to our charter, after the closing of this offering, will occur when any holder's shares of Class B common stock represents less than 5% of the aggregate number of all outstanding shares of our common stock, thereby further concentrating the voting power of our capital stock in a limited number of stockholders.

The interests of our executive officers, directors and principal stockholders might not coincide with the interests of the other holders of our capital stock. This concentration of ownership may harm the value of our Class A common stock by, among other things:

- delaying, deferring or preventing a change in control of our company;
- impeding a merger, consolidation, takeover or other business combination involving our company; or
- causing us to enter into transactions or agreements that are not in the best interests of all stockholders.

Following the offering, we will be a "controlled company" within the meaning of the New York Stock Exchange Rules, and we intend to take advantage of exemptions from certain corporate governance requirements.

Following this offering, David C. Paul, alone, and our management, directors and significant stockholders, collectively, will beneficially own a majority of the voting power of our outstanding common stock. Under the New York Stock Exchange Rules, a company of which more than 50% of the voting power is held by an individual, group or another company is a "controlled company" and may elect not to comply with certain corporate governance requirements, including the requirement that a majority of our directors to be independent, as defined in the New York Stock Exchange Rules, and the requirement that our compensation and nominating and corporate governance committees consist entirely of independent directors. Following this offering, we intend to rely on the "controlled company" exemption under the New York Stock Exchange Rules. As a result, a majority of the members of our board of directors may not be independent directors and our nominating and corporate governance and compensation committees will not consist entirely of independent

directors. Accordingly, while we remain a controlled company and during any transition period following a time when we are no longer a controlled company, you will not have the same protections afforded to stockholders of companies that are subject to all of the New York Stock Exchange's corporate governance requirements.

Our board of directors is authorized to issue and designate shares of our preferred stock in additional series without stockholder approval.

Our amended and restated certificate of incorporation authorizes our board of directors, without the approval of our stockholders, to issue 35 million shares of our preferred stock, subject to limitations prescribed by applicable law, rules and regulations and the provisions of our amended and restated certificate of incorporation, as shares of preferred stock in series, and to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof. The powers, preferences and rights of these additional series of preferred stock may be senior to or on parity with our Class A common stock, which may reduce its value.

Anti-takeover provisions in our organizational documents and Delaware law may discourage or prevent a change of control, even if an acquisition would be beneficial to our stockholders, which could depress the price of our Class A common stock and prevent attempts by our stockholders to replace or remove our current management.

Our amended and restated certificate of incorporation and amended and restated bylaws contain other provisions that could delay or prevent a change of control of our company or changes in our board of directors that our stockholders might consider favorable.

In addition, following this offering, we will be subject to the provisions of Section 203 of the Delaware General Corporation Law, or DGCL, regulating corporate takeovers and which has an anti-takeover effect with respect to transactions not approved in advance by our board of directors, including discouraging takeover attempts that might result in a premium over the market price for shares of our Class A common stock. In general, those provisions prohibit a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years following the date that the stockholder became an interested stockholder, unless:

- the transaction is approved by the board of directors before the date the interested stockholder attained that status;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or
- on or after such date, the business combination is approved by the board of directors and authorized at a meeting of stockholders, and not by written consent, by at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines a business combination to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;

- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; or

- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by any such entity or person.

A Delaware corporation may opt out of this provision by express provision in its original certificate of incorporation or by amendment to its certificate of incorporation or bylaws approved by its stockholders. However, we have not opted out of, and do not currently intend to opt out of, this provision.

These and other provisions in our amended and restated certificate of incorporation, amended and restated bylaws and Delaware law could make it more difficult for stockholders or potential acquirers to obtain control of our board of directors or initiate actions that are opposed by our then-current board of directors, including delay or impede a merger, tender offer, or proxy contest involving our company. The existence of these provisions could negatively affect the price of our Class A common stock and limit opportunities for you to realize value in a corporate transaction.

We do not intend to pay cash dividends.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings for use in the operation and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future. In addition, we have a revolving credit facility that, if we borrow under it, may preclude us from paying any dividends. Accordingly, you may have to sell some or all of your shares of our Class A common stock in order to generate cash flow from your investment. You may not receive a gain on your investment when you sell shares and you may lose the entire amount of the investment.

Our management team may invest or spend the proceeds of this offering in ways with which you may not agree or in ways which may not yield a return.

Our management will have considerable discretion in the application of the net proceeds that we receive from this offering. We expect to use the majority of the net proceeds received by us from this offering for working capital and general corporate purposes, including further expansion of our sales and marketing efforts and continued investments in research and development; however we do not have any specific uses of the net proceeds planned. Such net proceeds may be used for corporate purposes that do not favorably affect our operating results. In addition, until we use the net proceeds, they may be placed in investments that do not produce income or that lose value.

There is no existing market for our Class A common stock, and we do not know if one will develop to provide you with adequate liquidity.

Prior to this offering, there has been no public market for our Class A common stock. We cannot predict the extent to which investor interest in our company will lead to the development of an active trading market on the New York Stock Exchange or otherwise or how liquid that market might become. If an active trading market does not develop, you may have difficulty selling any shares of our Class A common stock that you purchase, and the value of such shares might be materially impaired. The initial public offering price for our Class A common stock will be determined by negotiations between us and the representatives of the underwriters and may not be indicative of prices that will prevail in the open market following this offering. Consequently, you may not be able to sell shares of our Class A common stock at prices equal to or greater than the price you paid in this offering.

If securities or industry analysts do not publish research or publish unfavorable or inaccurate research about our business, our stock price and trading volume could decline.

The trading market for our Class A common stock will be influenced by the research and reports that industry or securities analysts publish about us, our business or our industry. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause the price or trading volume of our Class A common stock to decline. Moreover, if one or more of the analysts who cover our company downgrade our Class A common stock or release a negative report, or if our operating results do not meet analyst expectations, the price of our Class A common stock could decline.

We are an "emerging growth company" and we cannot be certain if the reduced disclosure requirements and relief from certain other significant obligations that are applicable to emerging growth companies will make our Class A common stock less attractive to investors.

We are an "emerging growth company," as defined in the Jumpstart our Business Startups Act of 2012, or JOBS Act, and we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, less extensive disclosure obligations regarding executive compensation in our periodic reports and proxy statements, exemptions from the requirements to hold a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved and an extended transition period for complying with new or revised accounting standards. We cannot predict if investors will find our Class A common stock less attractive because we will rely on these exemptions. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may be more volatile.

The requirements of being a public company will increase our costs and may strain our resources and distract our management.

We have historically operated our business as a private company. As a public company, we will face increased legal, accounting, administrative and other costs and expenses that we have not incurred as a private company, particularly, after we are no longer an "emerging growth company." After the consummation of this offering, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, which requires that we file annual, quarterly and current reports with respect to our business and financial condition, and the rules and regulations implemented by the Securities and Exchange Commission, or SEC, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Act, the Public Company Accounting Oversight Board and the New York Stock Exchange, each of which imposes additional reporting and other obligations on public companies. As a public company, we will be required to:

- prepare and distribute periodic public reports and other stockholder communications in compliance with federal securities laws and the New York Stock Exchange Rules;
- expand the roles and duties of our board of directors and committees thereof;
- institute more comprehensive financial reporting and disclosure compliance functions;
- involve and retain to a greater degree outside counsel and accountants in the activities listed above;
- enhance our investor relations function;
- establish new internal policies, including those relating to trading in our securities and disclosure controls and procedures; and
- comply with the Sarbanes-Oxley Act of 2002, in particular Section 404 and Section 302.

We expect these rules and regulations to increase our legal and financial compliance costs and to make some activities more time-consuming and costly, although we are currently unable to estimate these costs with any degree of certainty. A number of these requirements will require us to carry out activities we have not done previously and complying with such requirements may divert management's attention from other business concerns, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs and making some activities more time consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us and our business may be adversely affected.

However, for as long as we remain an "emerging growth company" as defined in the JOBS Act, we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, less extensive disclosure obligations regarding executive compensation in our periodic reports and proxy statements, exemptions from the requirements to hold a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved and an extended transition period for complying with new or revised accounting standards. We may take advantage of these reporting exemptions until we are no longer an "emerging growth company." We may remain an "emerging growth company" for up to five years. See "Summary—Implications of Being an Emerging Growth Company."

These increased costs will require us to divert a significant amount of money that we could otherwise use to expand our business and achieve our strategic objectives. We also expect that it will be difficult and expensive to maintain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified persons to serve on our board of directors or as executive officers. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our Class A common stock, fines, sanctions and other regulatory action and potentially civil litigation.

Pursuant to the recently enacted JOBS Act, our independent registered public accounting firm will not be required to attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 for so long as we are an "emerging growth company" and we may take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards.

We will be required to disclose changes made in our internal control over financial reporting on a quarterly basis and management will be required to assess the effectiveness of our controls annually. Under the recently enacted JOBS Act, our independent registered public accounting firm will not be required to attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 until we are no longer an "emerging growth company." We could be an "emerging growth company" for up to five years. See "Summary—Implications of Being an Emerging Growth Company."

In addition, Section 107 of the JOBS Act also provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We are electing to delay such adoption of new or revised accounting standards, and as a result, we may not comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. As a result of our election, our financial statements may not be comparable to the financial statements of other public companies. We may take advantage of these reporting exemptions until we are no longer an "emerging growth company."

Our internal control over financial reporting does not currently meet the standards required by Section 404 of the Sarbanes-Oxley Act of 2002, and failure to achieve and maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act could have a material adverse effect on our business and stock price.

As a privately held company, we have not been required to maintain internal control over financial reporting in a manner that meets the standards of publicly traded companies required by Section 404(a) of the Sarbanes-Oxley Act of 2002, or Section 404(a). We anticipate being required to meet these standards in the course of preparing our consolidated financial statements as of and for the year ended December 31, 2013, and our management will be required to report on the effectiveness of our internal control over financial reporting for such year. Additionally, once we are no longer an "emerging growth company," our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting on an annual basis. The rules governing the standards that must be met for our management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation.

Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. We are currently in the process of reviewing, documenting and testing our internal control over financial reporting, but we are not currently in compliance with, and we cannot be certain when we will be able to implement the requirements of Section 404(a). We may encounter problems or delays in implementing any changes necessary to make a favorable assessment of our internal control over financial reporting. In addition, we may encounter problems or delays in completing the implementation of any requested improvements and receiving a favorable attestation in connection with the attestation provided by our independent registered public accounting firm. If we cannot favorably assess the effectiveness of our internal control over financial reporting, or if our independent registered public accounting firm is unable to provide an unqualified attestation report on our internal controls, investors could lose confidence in our financial information and the price of our Class A common stock could decline.

The price of our Class A common stock might fluctuate significantly, and you could lose all or part of your investment.

Volatility in the market price of our Class A common stock may prevent you from being able to sell your shares of our Class A common stock at or above the price you paid for such shares. The trading price of our Class A common stock may be volatile and subject to wide price fluctuations in response to various factors, including:

- actual or anticipated fluctuations in our quarterly financial and operating results;
- the overall performance of the equity markets;
- introduction of new services or announcements of significant contracts, acquisitions or capital commitments by us or our competitors;

- legislative, political or regulatory developments;
- issuance of new or changed securities analysts' reports or recommendations;
- additions or departures of key personnel;
- threatened or actual litigation and government investigations;
- investor perceptions of us and the medical device industry, changes in accounting standards, policies, guidance, interpretations or principles;
- sale of shares of our Class A common stock by us or members of our management;
- general economic conditions;
- changes in interest rates; and
- availability of capital.

These and other factors might cause the market price of our Class A common stock to fluctuate substantially, which might limit or prevent investors from readily selling their shares of our Class A common stock and may otherwise negatively affect the liquidity of our Class A common stock. In addition, in recent years, the stock market has experienced significant price and volume fluctuations. This volatility has had a significant impact on the market price of securities issued by many companies across many industries. The changes frequently appear to occur without regard to the operating performance of the affected companies. Accordingly, the price of our Class A common stock could fluctuate based upon factors that have little or nothing to do with our company, and these fluctuations could materially reduce our share price. Securities class action litigation has often been instituted against companies following periods of volatility in the overall market and in the market price of a company's securities. This litigation, if instituted against us, could result in substantial costs, divert our management's attention and resources, and harm our business, operating results and financial condition.

Future sales, or the perception of future sales, of shares of our Class A common stock could depress the market price of our Class A common stock.

Future sales, or the perception of future sales, of a substantial number of shares of our Class A common stock in the public market after this offering could have a material adverse effect on the prevailing market price of our Class A common stock.

Upon completion of this offering, based on the number of shares of our Class A and Class B common stock outstanding as of March 31, 2012, our outstanding capital stock will consist of shares of our Class A common stock and shares of our Class B common stock, assuming the automatic conversion of all outstanding shares of our Series E preferred stock into 50,691,245 shares of our Class B common stock, the subsequent automatic conversion of 162,958,164 shares of our Class B common stock into 162,958,164 shares of our Class A common stock (which reflects all such shares of Class B common stock held by those who own less than 10% of the aggregate number of all of our shares of common stock), and the automatic conversion of all shares of our Class C common stock into 206,144 shares of our Class A common stock, all to occur upon the closing of this offering, as well as the automatic conversion of shares of Class B common stock into shares of Class A common stock upon their sale by the selling stockholders and the issuance by us of shares of Class A common stock in this offering. All shares of our Class A common stock sold in this offering will be freely tradable without restriction under the Securities Act, except for any shares that are held or acquired by our affiliates, as that term is defined in the Securities Act.

In connection with this offering, we, each of our executive officers, directors and certain stockholders will have entered into lock-up agreements that prevent the sale of shares of our Class A common stock or securities convertible into or exchangeable for, or that represent the right to receive, shares of our Class A common stock for 180 days after the date of this prospectus, except with the prior written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Goldman, Sachs & Co. All of the shares of our Class A common stock outstanding as of the date of this prospectus may be sold in the public market by existing stockholders 180 days after the date of this prospectus, subject to applicable limitations imposed under federal securities laws. See "Shares Eligible for Future Sale" for a more detailed description of the restrictions on selling shares of our Class A common stock after this offering.

Following the completion of this offering, stockholders holding approximately shares of our common stock, including shares issued upon conversion of our preferred stock, will have the right, subject to various conditions and limitations, to include their shares in registration statements relating to our securities. In addition, these holders are entitled to piggyback registration rights with respect to the registration under the Securities Act of shares of our common stock. Shares of Class A common stock sold under such registration statements can be freely sold in the public market. In the event such registration rights are exercised and a large number of shares of Class A common stock are sold in the public market, such sales could reduce the trading price of our Class A common stock. See "Description of Capital Stock—Registration Rights" for a more detailed description of these registration rights.

In the future, we may also issue our securities if we need to raise additional capital. The number of new shares of our Class A common stock issued in connection with raising additional capital could constitute a material portion of the then-outstanding shares of our Class A common stock.

The purchase price of our Class A common stock might not reflect its value, and you may experience dilution as a result of this offering and future equity issuances.

Based on the initial public offering price of $ per share (the midpoint of the price range shown on the cover page of this prospectus), investors purchasing in this offering will experience an immediate dilution in the net tangible book value per share of our Class A common stock of $ from such offering price. Investors purchasing in this offering will contribute approximately % of the total amount invested by stockholders since our inception (gross of estimated expenses of this offering), but will only own approximately % of the shares of our Class A common stock outstanding on an as-converted basis. Additionally, the exercise of outstanding options or warrants and future equity issuances, including future public offerings or future private placements of equity securities and any additional shares of our Class A common stock issued in connection with acquisitions, will result in further dilution to investors.

CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS

This prospectus contains estimates and forward-looking statements, principally in "Prospectus Summary," "Risk Factors," "Use of Proceeds," "Dividend Policy," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Business." Our estimates and forward-looking statements are mainly based on our current expectations and estimates of future events and trends, which affect or may affect our businesses and operations. Although we believe that these estimates and forward-looking statements are based upon reasonable assumptions, they are subject to numerous risks and uncertainties and are made in light of information currently available to us. Many important factors, in addition to the factors described in this prospectus, may adversely affect our results as indicated in forward-looking statements. You should read this prospectus and the documents that we have filed as exhibits to the registration statement of which this prospectus is a part completely and with the understanding that our actual future results may be materially different and worse from what we expect.

All statements other than statements of historical fact are forward-looking statements. The words "believe," "may," "might," "could," "will," "aim," "estimate," "continue," "anticipate," "intend," "expect," "plan" and similar words are intended to identify estimates and forward-looking statements.

Our estimates and forward-looking statements may be influenced by the following factors, including:

- our expectations regarding our sales, expenses, effective tax rates and other results of operations;
- our strategies for growth and sources of new sales;
- maintaining and expanding our customer base and our relationships with our distribution network;
- our current and future products and plans to promote them;
- anticipated trends and challenges in our business and in the markets in which we operate;
- our ability to retain and hire necessary employees and to staff our operations appropriately;
- our ability to find future acquisition opportunities on favorable terms or at all and to manage any acquisitions;
- our ability to compete in our industry and with innovation by our competitors;
- our ability to stay abreast of new or modified laws and regulations that currently apply or become applicable to our business;
- estimates and estimate methodologies used in preparing our consolidated financial statements; and
- the future trading prices of our Class A common stock and the impact of securities analysts' reports on these prices.

Other sections of this prospectus include additional factors that could adversely impact our business and financial performance. Moreover, we operate in an evolving environment. New risk factors and uncertainties emerge from time to time and it is not possible for our management to predict all risk factors and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. We qualify all of our forward-looking statements by these cautionary statements.

Estimates and forward-looking statements speak only as of the date they were made, and, except to the extent required by law, we undertake no obligation to update or to review any estimate and/or forward-looking statement because of new information, future events or other factors. Estimates and forward-looking statements involve risks and uncertainties and are not guarantees of future performance. As a result of the risks and uncertainties described above, the estimates and forward-looking statements discussed in this prospectus might not occur and our future results and our performance may differ materially from those expressed in these forward-looking statements due to, but not limited to, the factors mentioned above. Because of these uncertainties, you should not place undue reliance on these forward-looking statements when making an investment decision.

USE OF PROCEEDS

We estimate that our net proceeds from the sale of shares of our Class A common stock in this offering will be approximately $ million assuming an initial public offering price of $ per share, which is the midpoint of the range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

A $1.00 increase (decrease) in the assumed public offering price of $ per share of our Class A common stock would increase (decrease) our expected net proceeds by approximately $, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

The principal purposes of this offering are to create a public market for our Class A common stock and thereby enable future access to the public equity markets by us and our employees, obtain additional capital, and facilitate an orderly distribution of shares for the selling stockholders. We intend to use the net proceeds received by us from this offering for working capital and general corporate purposes, including further expansion of our sales and marketing efforts and continued investments in research and development. We do not have any specific uses of the net proceeds planned, nor have we determined the amounts that we will actually spend on those uses. As a result, management will retain broad discretion over the allocation of the net proceeds from this offering, and investors will be relying on the judgment of our management regarding the application of the net proceeds. Pending use of the net proceeds of this offering, we intend to invest the net proceeds in interest-bearing, investment-grade securities.

We will not receive any proceeds from the sale of any shares of our Class A common stock by the selling stockholders.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our Class A common stock. At the present time, we have no plans to declare or pay any dividends in the near future and intend to retain all of our future earnings, if any, generated by our operations for the development and growth of our business. The decision to pay dividends is at the discretion of our board of directors and depends upon our results of operations, financial condition, capital requirements and other factors that our board of directors deems relevant. In addition, the terms of our revolving credit facility impose restrictions on our ability to pay dividends. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Indebtedness."

CAPITALIZATION

The following table sets forth our consolidated capitalization as of March 31, 2012 on (1) an actual basis, (2) a pro forma basis to give effect to the following:

- the automatic conversion of all shares of our Series E preferred stock to 50,691,245 shares of our Class B common stock (which does not give effect to any additional shares of Class B common stock issuable upon conversion of our Series E preferred stock, as described below);
- the subsequent automatic conversion of 162,958,164 shares of Class B common stock (which reflects all such shares of Class B common stock held by those who own less than 10% of the aggregate number of all outstanding shares of our common stock) to 162,958,164 shares of our Class A common stock;
- the automatic conversion of all shares of Class C common stock to 206,144 shares of our Class A common stock;
- the cancellation of the Put Right upon the closing of this offering;
- the effectiveness of our amended and restated certificate of incorporation prior to the closing of this offering; and

(3) on a pro forma as adjusted basis to give effect to:

- the automatic conversion of shares of Class B common stock to shares of Class A common stock upon their sale by the selling stockholders in this offering; and
- the sale of shares of Class A common stock by us at an offering price of $ per share, (which represents the midpoint of the initial public offering price range indicated on the cover page of this prospectus).

You should read this table in conjunction with "Use of Proceeds," "Selected Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes included elsewhere in this prospectus.

	As of March 31, 2012		
	Actual	Pro Forma	Pro Forma as Adjusted
		(unaudited) (dollar amounts in thousands, except par value)	
Debt, net of current portion	—	—	
Preferred stock, par value $0.001; no shares authorized, issued and outstanding actual; 35,000,000 shares authorized, no shares issued and outstanding pro forma and pro forma as adjusted	—	—	

	As of March 31, 2012		
	Actual	Pro Forma	Pro Forma as Adjusted
		(unaudited) (dollar amounts in thousands, except par value)	
Series E preferred stock, par value $0.001; 50,691,245 shares authorized, issued and outstanding actual; 50,691,245 shares authorized and no shares issued and outstanding pro forma and pro forma as adjusted	51	—	
Class A common stock, par value $0.001; 360,000,000 shares authorized, 24,973,071 shares issued and outstanding actual; 500,000,000 shares authorized, 188,137,379 shares issued and outstanding pro forma; and 500,000,000 shares authorized, shares issued and outstanding pro forma as adjusted	25	188	
Class B common stock, par value $0.001; 309,178,636 shares authorized, 211,121,983 shares issued and outstanding actual; 275,000,000 shares authorized, 98,855,064 shares issued and outstanding pro forma; and 275,000,000 shares authorized, shares issued and outstanding pro forma as adjusted	211	99	
Class C common stock, par value $0.001; 10,000,000 shares authorized and 206,144 shares issued and outstanding actual; 10,000,000 shares authorized and no shares issued and outstanding pro forma and pro forma as adjusted	—	—	
Additional paid-in capital	107,709	107,709	
Accumulated other comprehensive loss	(901)	(901)	
Retained earnings	194,422	194,718	
Total stockholders' equity	301,517	301,813	
Total capitalization	$301,517	$ 301,813	

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share would increase or decrease, as applicable, our pro forma as adjusted cash and cash equivalents, additional paid-in capital, total stockholders' equity and total capitalization by $, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same. A share increase or decrease in the number of shares of Class A common stock that we sell in this offering would increase or decrease, as applicable, our pro forma as adjusted cash and cash equivalents, additional paid-in capital, total stockholders' equity and total capitalization by $.

The number of shares of our common stock to be outstanding after this offering is based on an aggregate of 286,992,443 shares of our Class A and Class B common stock outstanding as of March 31, 2012, after giving effect to the automatic conversion of our Series E preferred stock to 50,691,245 shares of our Class B common stock, the subsequent automatic conversion of 162,958,164 shares of our Class B common stock (which reflects all such shares of Class B common stock held by those who own less than 10% of the aggregate number of all outstanding shares of our common stock) to 162,958,164 shares of our Class A common stock and the automatic conversion of all shares of our Class C common stock to 206,144 shares of our Class A common stock, all to occur upon the closing of this offering, as well as the automatic conversion of shares of Class B common

stock to shares of Class A common stock upon their sale by the selling stockholders and the issuance by us of shares of Class A common stock in this offering. The number of shares of our Class B common stock actually issued upon the conversion of our outstanding shares of Series E preferred stock depends in part on the actual initial offering price of our Class A common stock in this offering. The terms of our Series E preferred stock provide that the ratio at which each share of Series E preferred stock automatically converts into shares of our Class B common stock in connection with an initial public offering will increase if the initial offering price per share of common stock is below a specified minimum dollar amount, which would result in additional shares of Class B common stock issued upon conversion. In the event the actual initial public offering price is lower than $ per share, the shares of Series E preferred stock will convert into a larger number of shares of Class B common stock; if the initial public offering price is equal to the midpoint of the range set forth on the cover page of this prospectus, the Series E preferred stock would convert into shares of common stock.

The table set forth above is based on the number of shares of our common stock outstanding as of March 31, 2012. This table excludes:

- 21,396,448 shares of common stock issuable upon exercise of outstanding options to purchase shares of Class A common stock as of March 31, 2012, at a weighted average exercise price of $1.68 per share; and
- 12,238,753 shares of common stock reserved for future issuance under our equity plans as of March 31, 2012.

DILUTION

If you buy our Class A common stock in this offering, your interest will be diluted immediately to the extent of the difference between the initial public offering price per share of our Class A common stock and the pro forma as adjusted net tangible book value per share of our Class A and Class B common stock after this offering. We calculate net tangible book value per share by dividing the net tangible book value (tangible assets less total liabilities) by the number of outstanding shares of our Class A and Class B common stock, after giving effect to the automatic conversion of all shares of our Series E preferred stock to 50,691,245 shares of our Class B common stock, the subsequent automatic conversion of 162,958,164 shares of our Class B common stock (which reflects all such shares of Class B common stock held by those who own less than 10% of the aggregate number of all outstanding shares of our common stock) to 162,958,164 shares of our Class A common stock and the automatic conversion of all shares of our Class C common stock to 206,144 shares of our Class A common stock, all to occur upon the closing of this offering.

Our net tangible book value as of March 31, 2012 was $, or $ per share of common stock, based on shares of our Class A and Class B common stock outstanding.

After giving effect to our sale of shares of our Class A common stock in this offering at an assumed initial public offering price of $ per share (which represents the midpoint of the estimated price range shown on the cover page of this prospectus), less the estimated underwriting discounts and commissions and the estimated offering expenses payable by us, our net tangible book value as March 31, 2012, would be $, or $ per share. This represents an immediate increase in the net tangible book value of $ per share to existing stockholders and an immediate dilution of $ per share to new investors purchasing shares in this offering. The following table illustrates this per share dilution:

Assumed initial public offering price		$
Net tangible book value per share as of March 31, 2012	$	
Increase per share attributable to this offering		
Net tangible book value per share after this offering		
Dilution per share to new investors in this offering		$

The following table shows, as of March 31, 2012, the difference between the number of shares of our Class A common stock purchased from us, the total consideration paid to us and the average price paid per share by existing stockholders and by new investors purchasing shares of our Class A common stock in this offering:

	Shares Purchased		Total Consideration		Average Price per Share
	Number	Percentage	Amount	Percentage	
Existing Stockholders (1)		%	$	%	$
New Investors		%		%	
Total		%	$		$

(1) Includes shares purchased by the selling stockholders.

Sales by us in this offering will reduce the percentage of shares held by existing stockholders to % and will increase the number of shares held by new investors to , or %.

Each $1.00 increase (decrease) in the assumed public offering price per share of our Class A common stock would increase (decrease) the net tangible book value by $ per share (assuming no exercise of the underwriters' option to purchase additional shares) and the dilution to investors in this offering by $ per share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same.

Assuming no exercise of the underwriters' overallotment option, sales by selling stockholders in this offering will reduce the number of shares of common stock held by existing stockholders to , or % of the total number of shares of our Class A and Class B common stock outstanding after this offering, and will increase the number of shares of our common stock held by new investors to , or % of the total number of shares of our Class A and Class B common stock outstanding after this offering. Assuming the underwriters' overallotment option is exercised in full, sales by selling stockholders in this offering will reduce the percentage of shares held by existing stockholders to % and will increase the number of shares held by new investors to , or %.

The above discussion is based on an aggregate of 286,992,443 shares of our Class A and Class B common stock outstanding as of March 31, 2012, after giving effect to the automatic conversion of all shares of our Series E preferred stock to 50,691,245 shares of our Class B common stock (which does not give effect to any additional shares of Class B common stock issuable upon conversion of Series E preferred stock as described elsewhere in this prospectus; see "Certain Relationships and Related-Party Transactions—Amended and Restated Certificate of Incorporation"), the subsequent automatic conversion of 162,958,164 shares of our Class B common stock (which reflects all such shares of Class B common stock held by those who own less than 10% of the aggregate number of all outstanding shares of our common stock) to 162,958,164 shares of our Class A common stock and the automatic conversion of all shares of our Class C common stock to 206,144 shares of our Class A common stock, all to occur upon the closing of this offering, as well as the automatic conversion of shares of Class B common stock to shares of Class A common stock upon their sale by the selling stockholders and the issuance by us of shares of Class A common stock in this offering, and excludes:

- 21,396,448 shares of common stock issuable upon exercise of outstanding options to purchase shares of common stock as of March 31, 2012, at a weighted average exercise price of $1.68 per share; and

- 12,238,753 shares of common stock reserved for future issuance under our equity plans as of March 31, 2012.

To the extent that outstanding options are exercised, you will experience further dilution. If all of our outstanding options were exercised, our net tangible book value as of March 31, 2012 would have been $, or $ per share, and the net tangible book value after this offering would have been $, or $ per share, causing dilution to new investors of $ per share.

The number of shares of our Class B common stock actually issued upon such conversion of our outstanding shares of Series E preferred stock depends in part on the actual initial offering price of our Class A common stock in this offering. The terms of our Series E preferred stock provide that the ratio at which each share of Series E preferred stock automatically converts into shares of our Class B common stock in connection with an initial public offering will increase if the initial offering price per share of common stock is below a specified minimum dollar amount, which would result in additional shares of Class B common stock being issued upon conversion. In the event the actual initial public offering price is lower than $ per share, the shares of Series E preferred stock will convert into a larger number of shares of common stock; if the initial public offering price is equal to the midpoint of the range set forth on the cover page of this prospectus, the Series E preferred stock would convert into shares of common stock. To the extent that additional shares of Class B common stock are issued upon conversion of our Series E preferred stock, additional shares of Class A common stock will be issued upon conversion of our Class B common stock and you will experience further dilution.

SELECTED CONSOLIDATED FINANCIAL DATA

The following table sets forth our selected historical consolidated financial data for the periods indicated. We derived the selected historical consolidated financial data presented below as of December 31, 2010 and 2011 and for the years ended December 31, 2009, 2010 and 2011 from our audited consolidated financial statements included elsewhere in this prospectus. We derived the selected historical consolidated financial data presented below as of December 31, 2007, 2008 and 2009 and for the years ended December 31, 2007 and 2008 from our audited consolidated financial statements which are not included in this prospectus. We derived the selected historical consolidated financial data as of March 31, 2012 and for the three months ended March 31, 2011 and 2012 from our unaudited consolidated financial statements included elsewhere in this prospectus.

Our historical results are not necessarily indicative of future operating results and our interim results are not necessarily indicative of results for a full year. The following selected historical consolidated financial data should be read in conjunction with, and are qualified in their entirety by reference to, "Prospectus Summary—Summary Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes included elsewhere in this prospectus.

	Year Ended December 31,					Three Months Ended March 31,	
	2007	2008	2009	2010	2011	2011	2012
						(unaudited)	
	(amounts in thousands, except per share data)						
Statement of Operations Data:							
Sales	$ 122,639	$ 176,778	$ 254,344	$ 288,195	$ 331,478	$ 78,279	$ 94,717
Cost of goods sold	27,215	33,794	41,607	53,825	68,796	14,899	18,391
Gross profit	95,424	142,984	212,737	234,370	262,682	63,380	76,326
Operating expenses:							
Research and development	14,084	15,340	20,521	21,309	23,464	6,040	6,736
Selling, general and administrative	63,501	85,477	108,422	122,589	140,386	34,014	41,225
Provision for litigation settlements	13,300	6,000	1,889	2,787	1,470	14	307
Compensation in connection with redemption of common stock	8,593	—	—	—	—	—	—
Total operating expenses	$ 99,478	$ 106,817	$ 130,832	$ 146,685	$ 165,320	$ 40,068	$ 48,268
Operating income (loss)	(4,054)	36,167	81,905	87,685	97,362	23,312	28,058
Other income (expense), net	(800)	274	(127)	54	(413)	4	225
Net income (loss) before income taxes	(4,854)	36,441	81,778	87,739	96,949	23,316	28,283
Income tax provision	1,842	15,289	29,745	33,281	36,165	8,885	10,707
Net income (loss)	(6,696)	21,152	52,033	54,458	60,784	14,431	17,576
Less: Net income attributable to noncontrolling interest (1)	542	2,157	3,300	—	—	—	—
Net income (loss) attributable to Globus Medical, Inc.	$ (7,238)	$ 18,995	$ 48,733	$ 54,458	$ 60,784	$ 14,431	$ 17,576
Net income (loss) per common share (2):							
Basic	$ (0.04)	$ 0.07	$ 0.17	$ 0.19	$ 0.21	$ 0.05	$ 0.06
Diluted	$ (0.04)	$ 0.06	$ 0.16	$ 0.18	$ 0.21	$ 0.05	$ 0.06
Weighted average number of common shares (2):							
Basic	204,295	234,114	235,947	238,362	235,729	236,400	236,028
Diluted	204,295	244,063	245,202	246,251	243,230	245,874	244,662

	Year Ended December 31,					March 31,
	2007	2008	2009	2010	2011	2012
	(amounts in thousands, except per share data)					
Unaudited pro forma net income (3):					$ 61,074	$ 17,872
Unaudited pro forma net income per common share (3):						
Basic					$ 0.21	$ 0.06
Diluted					$ 0.21	$ 0.06
Unaudited pro forma weighted average number of common shares (3):						
Basic					286,420	286,719
Diluted					293,921	295,353

	As of December 31,					As of March 31,
	2007	2008	2009	2010	2011	2012 (unaudited)
	(amounts in thousands)					
Balance Sheet Data:						
Cash and cash equivalents	$ 47,691	$ 46,652	$ 50,950	$ 111,701	$142,668	$ 159,098
Working capital	65,994	82,688	122,127	187,245	229,504	246,657
Total assets	126,735	152,311	196,772	266,575	329,390	354,809
Debt, net of current portion	11,946	6,398	5,234	—	—	—
Business acquisition liabilities, including current portion (4)	—	—	—	—	10,289	9,994
Stockholders' equity	$ 93,620	$ 120,331	$ 167,745	$ 228,195	$ 282,476	$ 301,517

(1) Through December 29, 2009, we consolidated a VIE that manufactures certain products for us. This resulted in net income attributable to noncontrolling interest or a reduction of net income attributable to us of $542, $2,157 and $3,300 in 2007, 2008 and 2009, respectively. Effective December 29, 2009, a third-party investor contributed capital to the VIE, which resulted in us being no longer considered the primary beneficiary. As a result, we deconsolidated the entity as of December 29, 2009.

(2) We compute net income per common share using the two-class method. Participating securities include all shares of our Series E preferred stock. In the event dividends are paid on any share of common stock, we must pay an additional dividend on all outstanding shares of our Series E preferred stock in a per share amount equal (on an as-if-converted to common stock basis) to the amount paid or set aside for each share of common stock. In addition, the holders of our Series E preferred stock are entitled to receive cash dividends when and if declared by our board of directors at the rate of 8% of the original issue price of the Series E preferred stock per year on each outstanding share of Series E preferred stock. Such dividends are payable only when and if declared by our board of directors and are noncumulative and do not accrue. As such, the shares of our Series E preferred stock are considered participating securities and must be included in the computation of net income per common share.

(3) The pro forma basic and diluted net income per share data are unaudited and assume the automatic conversion of all shares of our Series E preferred stock to 50,691,245 shares of our Class B common stock (which does not give effect to any additional shares of Class B common stock issuable upon conversion of our Series E preferred stock, as described elsewhere in this prospectus; see "Certain Relationships and Related-Party Transactions — Amended and Restated Certificate of Incorporation"), the subsequent automatic conversion of 162,958,164 shares of our Class B common stock (which reflects all such shares of Class B common stock held by those who own less than 10% of the aggregate number of all outstanding shares of our common stock) to 162,958,164 shares of our Class A common stock and the automatic

conversion of all shares of our Class C common stock to 206,144 shares of our Class A common stock, all to occur upon the closing of this offering. The pro forma basic and diluted net income and net income per common share, as well as the pro forma balance sheet data, also reflect the cancellation of a Put Right upon the closing of this offering. The value of the Put Right as of March 31, 2012 of $296,000, net of tax, has been removed from liabilities in the pro forma balance sheet and has been reflected as an increase to net income to derive pro forma net income. For further information on the Put Right, see Note 11 to our consolidated financial statements included elsewhere in this prospectus.

(4) In connection with acquisitions completed in 2011, we have certain contingent consideration obligations payable to the sellers in these transactions upon the achievement of certain regulatory and territory sales milestones. The aggregate undiscounted amounts potentially payable not included in the table above total $7.2 million as of December 31, 2011 and March 31, 2012.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read together with our consolidated financial statements and related notes included elsewhere in this prospectus. This discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. You should review the "Risk Factors" section of this prospectus for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements described in the following discussion and analysis. Many of the amounts and percentages in this discussion and analysis have been rounded for convenience of presentation.

Overview

We are a medical device company focused exclusively on the design, development and commercialization of products that promote healing in patients with spine disorders. We are an engineering-driven company with a history of rapidly developing and commercializing products that assist surgeons in effectively treating their patients, respond to evolving surgeon needs and address new treatment options. Since our inception in 2003, we have launched over 100 products and offer a comprehensive product portfolio of innovative and differentiated products addressing a broad array of spinal pathologies, anatomies and surgical approaches.

We sell implants and related disposables to our customers, primarily hospitals, for use by surgeons to treat spine disorders. All of our products fall into one of two categories: innovative fusion or disruptive technologies. Spinal fusion is a surgical procedure to correct problems with the individual vertebrae, the interlocking bones making up the spine, by preventing movement of the affected bones. Our innovative fusion products are used in cervical, thoracolumbar, sacral, and interbody/corpectomy fusion procedures to treat degenerative, deformity, tumor, and trauma conditions.

We define disruptive technologies as those that represent a significant shift in the treatment of spine disorders by allowing for novel surgical procedures, improvements to existing surgical procedures, the treatment of spine disorders by new physician specialties, and surgical intervention earlier in the continuum of care. Our current portfolio of approved and pipeline products includes a variety of disruptive technology products, which we believe offer material improvements to fusion procedures, such as minimally invasive surgical, or MIS, techniques, as well as new treatment alternatives including motion preservation technologies, such as dynamic stabilization, total disc replacement and interspinous process spacer products, and advanced biomaterials technologies.

To date, the primary market for our products has been the United States, where we sell our products through a combination of direct sales representatives employed by us and distributor sales representatives employed by our exclusive independent distributors. As of March 31, 2012, our U.S. sales force consisted of 336 sales representatives employed by us or our 19 exclusive independent distributors, who distribute our products on our behalf for a commission that is generally based on a percentage of sales. We believe there is significant opportunity to strengthen our position in the U.S. market by increasing the size of our U.S. sales force and we intend to add a total of 24 additional direct and distributor sales representatives by the end of 2012.

During the year ended December 31, 2011, we had international sales in 17 countries, which accounted for approximately 6% of our total sales. As of March 31, 2012, our international operations consisted of 87 employees and eight exclusive independent distributors. These international distributors purchase our products directly from us and independently sell them. We believe there are significant opportunities for us to increase our presence in both existing and new international markets through the expansion of our direct and distributor sales forces and the commercialization of additional products.

Components of our Results of Operations

We manage our business globally within one reportable segment, which is consistent with how our management reviews our business, makes investment and resource allocation decisions and assesses operating performance. Geographic segmentation of operating income and identifiable assets is not applicable because our sales outside the United States are predominantly export sales and we do not have significant operating assets outside the United States.

Sales

We sell implants and related disposables, primarily to hospitals, for use by spine surgeons to treat spine disorders. We generally consign our surgical sets, which contain our implants, disposables, surgical instruments and cases to our sales representatives, and the sets are maintained with the sales representatives or at our hospital customers that purchase the implants and related disposables used in the surgeries. We recognize revenue when we are notified that consigned implants and related disposables have been implanted or used or, for sets that are sold directly and not consigned, when title to the goods and risk of loss are transferred to customers with no remaining performance obligations which affect the customer's final acceptance of the sale. We expect to expand our U.S. and international sales forces, which will provide us with significant opportunity to continue to increase our penetration in existing markets and to enter new international markets. We also expect to increase sales by commercializing new products, but expect the increase of sales from new products to be partially offset by decreased sales of earlier-generation products.

We classify our products into two categories: innovative fusion products and disruptive technology products. Disruptive technologies are those that represent a significant shift in the treatment of spine disorders, by allowing for novel surgical procedures, improvements to existing surgical procedures, the treatment of spine disorders by new physician specialties, and surgical intervention earlier in the continuum of care. As a result, we anticipate disruptive technology products to continue to drive our sales growth in the future.

Cost of Goods Sold

Our products are generally manufactured by third-party suppliers. Substantially all of our suppliers manufacture our products in the United States. Our cost of goods sold consists primarily of costs of products purchased from our third-party suppliers, excess and obsolete inventory charges, depreciation of surgical instruments and cases, royalties, shipping, inspection and related costs incurred in making our products available for sale or use. In the future, we expect our cost of goods sold to increase in absolute terms due primarily to increased sales volume and as a result of a 2.3% excise tax on the sale of medical devices in the United States that is anticipated to come into effect in 2013. However, we expect the overall impact of the excise tax to be partially offset by increased leverage of our cost of goods sold and selling, general and administrative expenses.

Research and Development Expenses

Our research and development expenses primarily consist of engineering, product development, clinical and regulatory expenses, consulting services, outside prototyping services, outside research activities, materials, depreciation, and other costs associated with development of our products. Research and development expenses also include related personnel and consultants' compensation and stock-based compensation expense. We expense research and development costs as they are incurred.

We expect to incur additional research and development costs as we continue to develop new products. These costs will increase in absolute terms as we continue to expand our product pipeline and add personnel.

Selling, General and Administrative Expenses

Selling, general and administrative expenses primarily consist of salaries, benefits and other related costs, including stock-based compensation for personnel employed in sales, marketing, finance, legal, compliance,

administrative, information technology, medical education and training, quality and human resource departments. Our selling, general and administrative expenses also include commissions, generally based on a percentage of sales, to direct sales representatives and distributors. We expect our selling, general and administrative expenses will increase in absolute terms with the continued expansion of our sales force and commercialization of our current and pipeline products. We plan to hire more personnel to support the growth of our business. Additionally, we expect to incur increased expenses associated with us becoming a public company.

Provision for Litigation Settlements

We record a provision for litigation settlements when a loss is known or considered probable and the amount can be reasonably estimated.

Income Tax Provision

We are taxed at the rates applicable within each jurisdiction. The composite income tax rate, tax provisions, deferred tax assets and deferred tax liabilities will vary according to the jurisdiction in which profits arise. Tax laws are complex and subject to different interpretations by management and the respective governmental taxing authorities, and require us to exercise judgment in determining our income tax provision, our deferred tax assets and liabilities and the valuation allowance recorded against our net deferred tax assets. Deferred tax assets and liabilities are determined using the enacted tax rates in effect for the years in which those tax assets are expected to be realized. A valuation allowance is established when it is more likely than not that the future realization of all or some of the deferred tax assets will not be achieved.

Net Income Attributable to Noncontrolling Interest

Through December 29, 2009, we consolidated a variable interest entity, or VIE, that manufactures certain products for us. We and the VIE have common ownership, but we never had an equity interest in this entity. As a result, we allocated the full amount of net income attributable to our interest in the VIE to a noncontrolling interest in our consolidated statements of operations. Effective December 29, 2009, a third-party investor contributed capital to the VIE, which resulted in us being no longer considered the primary beneficiary of the VIE. As a result, we deconsolidated the entity as of December 29, 2009. The operating results of the entity through December 29, 2009 are consolidated in our consolidated statement of operations. We recognized no gain or loss upon deconsolidation because we owned no equity interest in the VIE. The VIE continues to manufacture products for us and is considered a related party due to, among other things, common ownership. For more information, see “Certain Relationships and Related-Party Transactions—Suppliers” and Note 13 to our consolidated financial statements included elsewhere in this prospectus.

Results of Operations

The following table sets forth, for the periods indicated, our results of operations both in dollars and as a percentage of sales.

	Year Ended December 31,			Three Months Ended March 31,	
	2009	2010	2011	2011	2012
				(unaudited)	
	(amounts in thousands, except per share data)				
Statement of Operations Data:					
Sales	$ 254,344	$288,195	$ 331,478	$78,279	$ 94,717
Cost of goods sold	41,607	53,825	68,796	14,899	18,391
Gross profit	212,737	234,370	262,682	63,380	76,326
Operating expenses:					
Research and development	20,521	21,309	23,464	6,040	6,736
Selling, general and administrative	108,422	122,589	140,386	34,014	41,225
Provision for litigation settlements	1,889	2,787	1,470	14	307
Total operating expenses	130,832	146,685	165,320	40,068	48,268
Operating income	81,905	87,685	97,362	23,312	28,058
Other income (expense), net	(127)	54	(413)	4	225
Net income before income taxes	81,778	87,739	96,949	23,316	28,283
Income tax provision	29,745	33,281	36,165	8,885	10,707
Net income	52,033	54,458	60,784	14,431	17,576
Less: Net income attributable to noncontrolling interest	3,300	—	—	—	—
Net income attributable to Globus Medical, Inc.	$ 48,733	$ 54,458	$ 60,784	$ 14,431	$17,576

Three Months Ended March 31, 2012 Compared to the Three Months Ended March 31, 2011

Sales

The following table sets forth, for the periods indicated, our sales by product category and geography expressed as dollar amounts and the changes in sales between the specified periods expressed in dollar amounts and as percentages:

	Three Months Ended March 31,		Change 2011/2012	
	2011	2012	$	% Change
	(unaudited)			
	(dollar amounts in thousands)			
Innovative Fusion	$ 56,215	$ 61,488	$ 5,273	9%
Disruptive Technology	22,063	33,229	11,165	51%
Total sales	$ 78,279	$ 94,717	$ 16,438	21%

	Three Months Ended March 31,		Change 2011/2012	
	2011	2012	$	% Change
	(unaudited)			
	(dollar amounts in thousands)			
United States	$ 75,000	$ 87,991	$12,991	17%
International	3,279	6,726	3,447	105%
Total sales	$ 78,279	$ 94,717	$ 16,438	21%

Total sales were $94.7 million in the three months ended March 31, 2012 as compared to $78.3 million in the three months ended March 31, 2011, an increase of $16.4 million or 21%. The increase in total sales was primarily attributable to an $11.2 million or 51% increase in sales of our disruptive technology products, led by new products launched in 2011, including CALIBER (an expandable lumbar fusion device), CALIBER-L (an expandable lateral lumbar interbody fusion device), SP-FIX (a spinous process fixation device), and INTERCONTINENTAL (a next-generation system in minimally invasive lateral fixation). Innovative fusion sales increased $5.3 million or 9% primarily due to strong sales of REVERE (pedicle screw and rod system) and COALITION (an integrated plate and spacer system for the cervical spine) which includes the growth of innovative fusion sales in international markets, partially offset by a decrease in sales of products that have been replaced by next-generation products.

Sales in the United States were $88.0 million in the three months ended March 31, 2012, an increase of $13.0 million or 17% over the same period in 2011. Sales growth in the United States was primarily due to increased sales of our disruptive technology products and increased market penetration in existing territories. We believe there is significant opportunity to strengthen our position in existing markets and in new sales territories by increasing the size of our U.S. sales force.

International sales were $6.7 million in the three months ended March 31, 2012, an increase of $3.4 million or 105% over the same period in 2011. The increase was attributable to both increased market penetration in existing territories and the addition of new sales territories, as we increased our international presence by selling in ten countries in the three months ended March 31, 2012 where we had no sales in the three months ended March 31, 2011. We believe there is significant opportunity for us to expand our international presence through increased market penetration in existing territories, expansion into new territories, expansion of our direct and distributor sales force and the commercialization of additional products.

Cost of Goods Sold

Cost of goods sold was $18.4 million in the three months ended March 31, 2012 as compared to $14.9 million in the three months ended March 31, 2011, an increase of $3.5 million or 23%. The increase was partially due to $2.2 million caused by increased sales volume, while the remaining $1.3 million increase was primarily attributable to an increase of $0.5 million in depreciation of surgical instruments and cases, as well as an $0.8 million increase in inventory reserves and other costs.

Research and Development Expenses

Research and development expenses were $6.7 million in the three months ended March 31, 2012 as compared to $6.0 million in the three months ended March 31, 2011, an increase of $0.7 million or 12%. The increase was primarily due to an increase of $0.7 million in employee compensation including taxes, benefits and stock compensation and an increase of $0.3 million in supplies and outside services, partially offset by a decrease of $0.4 million in clinical trial costs.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were $41.2 million in the three months ended March 31, 2012 as compared to $34.0 million in the three months ended March 31, 2011, an increase of $7.2 million or 21%. The increase was primarily due to an increase of $4.1 million in compensation costs in the United States to support increased sales volume and company growth, including hiring of additional sales representatives and general administrative personnel, an increase of $1.6 million to support international sales growth and expansion into new international territories, an increase of $0.8 million in sales and marketing expenses including travel and entertainment, training and other costs, and an increase of $0.7 million in legal and consulting fees, outside services and other related support costs.

Provision for Litigation Settlements

Provision for litigation settlements was $0.3 million in the three months ended March 31, 2012. The increase of $0.3 million was due to an accrual for a probable settlement of a contract dispute.

Other Income (Expense)

Other income of $0.2 million in the three months ended March 31, 2012 was primarily attributable to a gain due to the effect of changes in foreign exchange rates on payables and receivables held in currencies other than their functional (local) currency.

Income Tax Provision

The income tax provision was $10.7 million in the three months ended March 31, 2012 as compared to $8.9 million in the three months ended March 31, 2011, an increase of $1.8 million or 21%. The increase was primarily due to a $5.0 million increase in taxable income as a result of increased sales. Our effective tax rate calculated as a percentage of income before income taxes was 37.9% for the three months ended March 31, 2012 and 38.1% for the three months ended March 31, 2011.

Year Ended December 31, 2011 Compared to the Year Ended December 31, 2010

Sales

The following table sets forth, for the periods indicated, our sales by product category and geography expressed as dollar amounts and the changes in sales between the specified periods expressed in dollar amounts and as percentages:

	Year Ended December 31,		Change 2010/2011	
	2010	2011	$	% Change
	(dollar amounts in thousands)			
Innovative Fusion	$215,565	$224,356	$ 8,791	4%
Disruptive Technology	72,630	107,122	34,492	47%
Total sales	$ 288,195	$ 331,478	$ 43,283	15%

	Year Ended December 31,		Change 2010/2011	
	2010	2011	$	% Change
	(dollar amounts in thousands)			
United States	$ 277,974	$ 311,024	$ 33,050	12%
International	10,221	20,454	10,233	100%
Total sales	$ 288,195	$ 331,478	$ 43,283	15%

Total sales were $331.5 million in 2011 as compared to $288.2 million in 2010, an increase of $43.3 million or 15%. The increase in total sales was primarily attributable to a $34.5 million or 47% increase in sales of our disruptive technology products, led by new products launched in 2011, including CALIBER (an expandable lumbar fusion device), SP-FIX (a spinous process fixation device), and INTERCONTINENTAL (a next-generation system in minimally invasive lateral fixation), as well as strong sales of REVOLVE (a second generation MIS system). Innovative fusion sales increased $8.8 million or 4% primarily due to strong sales of COALITION (an integrated plate and spacer system for the cervical spine) launched in April 2009 and growth of innovative fusion sales in international markets, partially offset by a decrease in sales of products that have been replaced by next-generation products.

Sales in the United States were $311.0 million in 2011, an increase of $33.1 million or 12% over 2010. Sales growth in the United States was primarily due to increased sales of our disruptive technology products, increased market penetration in existing territories, and an increase in the size of our U.S. sales force. In 2011,

we added over 35 direct and distributor sales representatives to our U.S. sales force. We believe there is significant opportunity to strengthen our position in existing markets and in new sales territories by increasing the size of our U.S. sales force.

International sales were $20.5 million in 2011, an increase of $10.2 million or 100% over 2010. The increase was primarily attributable to the addition of new sales territories, as we increased our international presence by selling in nine new countries in 2011. We believe there is significant opportunity for us to expand our international presence through increased market penetration in existing territories, expansion into new territories, expansion of our direct and distributor sales force and the commercialization of additional products.

Cost of Goods Sold

Cost of goods sold was $68.8 million in 2011 as compared to $53.8 million in 2010, an increase of $15.0 million or 28%. The increase was partially due to $6.5 million caused by increased sales volume, while the remaining $8.5 million increase was primarily attributable to an increase in inventory reserves and scrap of $5.7 million as inventory balances grew to support product launches and increased sales volume. Of this amount $4.4 million was related to a provision for excess and obsolete inventories and $1.3 million was due to inventory scrap. Additionally, increases in depreciation of surgical instruments and cases, shipping expenses and other operating costs were partially offset by a decrease in biomanufacturing production costs due to the discontinuance of a former product, NuBone, in the fourth quarter of 2010.

Research and Development Expenses

Research and development expenses were $23.5 million in 2011 as compared to $21.3 million in 2010, an increase of $2.2 million or 10%. The increase was primarily due to an increase of $1.3 million in clinical trial expenses to support ongoing clinical trials for the SECURE-C Cervical Artificial Disc device, the ACADIA facet Replacement System, and the TRIUMPH Lumbar Disc device and an increase of $1.0 million in employee compensation, outside prototyping services, outside research activities and supplies.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were $140.4 million in 2011 as compared to $122.6 million in 2010, an increase of $17.8 million or 15%. The increase was primarily due to an increase of $9.7 million in compensation costs in the United States to support increased sales volume and company growth, including hiring of additional sales representatives and general administrative personnel, an increase of $6.3 million to support international sales growth and expansion into new international territories, and a $2.5 million increase in medical education, medical training and related support costs.

Provision for Litigation Settlements

Provision for litigation settlements was $1.5 million in 2011 as compared to $2.8 million in 2010, a decrease of $1.3 million. In 2011, we accrued a $1.0 million provision for a U.S. Food and Drug Administration action that was paid in 2012. In 2010, we settled certain disputes between us and a competitor related to post-employment restrictive covenants for $2.6 million.

Other Income (Expense)

Other income (expense) was $(0.4) million in 2011 and $0.1 million in 2010, a decrease of $0.5 million. The decrease was primarily attributable to a loss due to the effect of changes in foreign exchange rates on payables and receivables held in currencies other than their functional (local) currency.

Income Tax Provision

The income tax provision was $36.2 million in 2011 as compared to $33.3 million in 2010, an increase of $2.9 million or 9%. The increase was primarily due to a $9.2 million increase in taxable income. Our effective tax rate calculated as a percentage of income before income taxes was 37.3% in 2011 and 37.9% in 2010.

Year Ended December 31, 2010 Compared to the Year Ended December 31, 2009

Sales

The following table sets forth, for the periods indicated, our sales by product category and geography expressed as dollar amounts and the changes in sales between the specified periods expressed as dollar amounts and as percentages:

	Year Ended December 31,		Change 2009/2010	
	2009	2010	$	% Change
	(dollar amounts in thousands)			
Innovative Fusion	$199,747	$215,565	$15,818	8%
Disruptive Technology	54,597	72,630	18,033	33%
Total sales	$ 254,344	$ 288,195	$ 33,851	13%

	Year Ended December 31,		Change 2009/2010	
	2009	2010	$	% Change
	(dollar amounts in thousands)			
United States	$248,866	$ 277,974	$29,108	12%
International	5,478	10,221	4,743	87%
Total sales	$ 254,344	$ 288,195	$ 33,851	13%

Total sales were $288.2 million in 2010 as compared to $254.3 million in 2009, an increase of $33.9 million or 13%. Sales of our disruptive technology products increased $18.0 million or 33% primarily due to three new products launched in 2009, which resulted in $14.4 million of incremental sales in 2010 over the prior year. These products were REVOLVE (a second generation MIS system launched in April 2009), TRANSCONTINENTAL (a comprehensive spacer system with extensive instrumentation for the Lateral Lumbar Interbody Fusion procedure launched in January 2009), and TRANSITION (a semi-rigid, posterior fixation solution launched in March 2009). Three of the new products we launched in 2010 (ZYFUSE, CONDUCT MATRIX, and MARS 3V) resulted in $3.9 million of incremental sales over 2009.

Innovative fusion sales increased $15.8 million or 8% primarily due to strong sales of COALITION (an integrated plate and spacer system for the cervical spine launched in April 2009), ELLIPSE (a posterior occipital cervical thoracic system launched in September 2009), INDEPENDENCE (an integrated plate and spacer system for the lumbar spine launched in December 2008) and XTEND (an anterior cervical plate launched in December 2009). The increase was also attributable to growth of innovative fusion sales in international markets, partially offset by a decrease in sales of products that have been replaced by next-generation products.

Sales in the United States were $278.0 million in 2010, an increase of $29.1 million or 12% over 2009. The increase in sales in the United States was primarily due to the increase in the size of our U.S. sales force and sales growth from new product launches in 2009. In 2010, we added over 25 direct and distributor sales representatives to our U.S. sales force.

International sales were $10.2 million in 2010, an increase of $4.7 million or 87% over 2009. The increase was primarily attributable to increased market penetration in new and existing markets. As of December 31, 2010, we were selling in 17 countries via a network of direct and distributor sales representatives.

Cost of Goods Sold

Cost of goods sold was $53.8 million in 2010 as compared to $41.6 million in 2009, an increase of $12.2 million or 29%. The increase was partially due to $4.8 million caused by increased sales volume. The remaining $7.4 million increase was attributable to an increase in inventory reserves and write-offs of $2.0 million as our inventory balances grew to support increased sales volume, a $2.1 million increase in shipping

expenses and higher property taxes, a $1.4 million increase in depreciation primarily related to surgical instruments and cases based upon a larger asset base, and a $1.9 million increase in other production costs.

Research and Development Expenses

Research and development expenses were $21.3 million in 2010 as compared to $20.5 million in 2009, an increase of $0.8 million or 4%. The net change was primarily due to a $1.7 million increase in cash compensation costs and stock-based compensation primarily due to increased headcount, partially offset by a $0.5 million decrease in clinical trial costs primarily due to a decrease of clinical trial costs associated with our SECURE-C clinical trial that completed enrollment in 2008.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were $122.6 million in 2010 as compared to $108.4 million in 2009, an increase of $14.2 million or 13%. The increase was primarily due to an increase of $6.8 million in compensation costs and sales commissions in the United States to support increased sales volume and company growth, including hiring additional sales representatives and general and administrative personnel, a $2.9 million increase in outside legal, consulting, accounting and other professional fees, a $1.6 million increase in sales and marketing expenses to support international sales growth, and a $1.2 million increase in costs associated with attendance at industry meetings, sales training and travel expenses.

Provision for Litigation Settlements

Provision for litigation settlements was $2.8 million in 2010 as compared to $1.9 million in 2009, an increase of $0.9 million or 48%. In 2010, we settled certain disputes between us and a competitor related to post-employment restrictive covenants for $2.6 million. The 2009 provision for litigation settlements was primarily related to a patent infringement litigation matter with a competitor.

Other Income (Expense)

Other income (expense) was $0.1 million in 2010 as compared to $(0.1) million in 2009, an increase of $0.2 million. The increase was primarily attributable to a gain due to the effect of changes in foreign exchange rates and a $0.1 million decrease in interest expense mainly due to changes in the fair value of the interest rate swap on our mortgage loan.

Income Tax Provision

The income tax provision was $33.3 million in 2010 and $29.7 million in 2009, an increase of $3.6 million or 12%. The increase was primarily due to a $6.0 million increase in taxable income from 2009 to 2010 and an increase in our effective tax rate from 36.4% in 2009 to 37.9% in 2010. The increase in the effective tax rate was primarily due to tax credits taken in 2009 related to the years 2005 through 2008 in connection with U.S. research and experimentation tax credits.

Net Income Attributable to Noncontrolling Interest

Net income attributable to noncontrolling interest was $3.3 million in 2009, which represents the net income of a VIE that manufactures certain products for us. Effective December 29, 2009, a third-party investor contributed capital to the VIE, triggering a reconsideration event which resulted in us no longer being considered the primary beneficiary. As a result, the entity was deconsolidated as of December 29, 2009.

Liquidity and Capital Resources

As of March 31, 2012, we had $159.1 million in cash and cash equivalents and $246.7 million of working capital.

In addition to our existing cash balance, our principal sources of liquidity are cash flow from operating activities and our revolving credit facility, which was fully available as of March 31, 2012. We believe these sources, along with the proceeds from this offering, will provide sufficient liquidity for us to meet our liquidity requirements for at least the next 12 months. Our principal liquidity requirements are to meet our working capital, research and development, including clinical trials, and capital expenditure needs, principally for our surgical sets required to maintain and expand our business. We expect to continue to make investments in the surgical sets as we launch new products, increase the size of our U.S. sales force, and expand into international markets. We may, however, require additional liquidity as we continue to execute our business strategy. Our liquidity may be negatively impacted as a result of a decline in sales of our products, including declines due to changes in our customers' ability to obtain third-party coverage and reimbursement for procedures that use our products, increased pricing pressures resulting from intensifying competition, and cost increases and slower product development cycles resulting from a changing regulatory environment. We anticipate that to the extent that we require additional liquidity, it will be funded through borrowings under our revolving credit facility, the incurrence of other indebtedness, additional equity financings or a combination of these potential sources of liquidity.

Cash Flows

The following table summarizes, for the periods indicated, cash flows from operating, investing and financing activities:

	Year Ended December 31,			For The Three Months Ended		$ Change		
	2009	2010	2011	March 31, 2011	March 31, 2012	2009/2010	2010/2011	2011/2012
				(Unaudited) (amounts in thousands)				
Net cash provided by operating activities	$ 32,079	$ 71,288	$ 76,410	$22,562	$22,851	$ 39,209	$ 5,122	$ 289
Net cash used in investing activities	(27,695)	(12,003)	(29,987)	(13,451)	(6,313)	15,692	(17,984)	7,138
Net cash provided by (used in) financing activities	1,494	1,768	(14,734)	(9,918)	(188)	274	(16,502)	9,730
Effect of foreign exchange rate changes on cash	50	(2)	(722)	(43)	80	(52)	(720)	123
Increase in cash and cash equivalents	$ 5,928	$61,051	$ 30,967	$ (850)	$ 16,430	$ 55,123	$ (30,084)	$17,280

Cash Provided by Operating Activities

Net cash provided by operating activities was $22.9 million in the first three months of 2012 as compared to $22.6 million in the first three months of 2011, an increase of $0.3 million. The increase in net cash provided by operating activities was primarily attributable to a $3.1 million increase in net income and a $2.5 million increase in the change in income taxes payable, partially offset by a $4.4 million increase in the change in accounts receivable.

Net cash provided by operating activities was $76.4 million in 2011 as compared to $71.3 million in 2010, an increase of $5.1 million. The increase in net cash provided by operating activities was primarily attributable to a $6.3 million increase in net income and a $5.4 million increase in non-cash charges including depreciation of surgical instruments and cases, amortization, provision for excess and obsolete inventory and stock-based compensation. The increase was partially offset by a $5.1 million increase in net purchases of implants to support our continued sales growth and the launch of new products.

Net cash provided by operating activities was $71.3 million in 2010 as compared to $32.1 million in 2009, an increase of $39.2 million primarily attributable to an $8.3 million decrease in purchases of implants due

to fewer new product launches in 2010 compared to 2009, a $3.3 million increase in non-cash charges including depreciation of surgical instruments and cases, amortization, provision for excess and obsolete inventory and stock-based compensation, a $2.4 million increase in net income and favorable cash impacts due to an $8.4 million change in prepaid expenses and other assets, accounts payable and accrued expenses and other liabilities, a $5.4 million increase in accounts receivables, a $7.0 million change in income tax payables/receivables, net, and a $4.7 million change in deferred income tax expense (benefit).

Cash Used in Investing Activities

Net cash used in investing activities was $6.3 million in the first three months of 2012 as compared to $13.5 million in the first three months of 2011, a decrease of $7.2 million. The decrease in net cash used in investing activities was attributable to $7.5 million of cash payments in connection with acquisitions in 2011.

Net cash used in investing activities was $30.0 million in 2011 as compared to $12.0 million in 2010, an increase of $18.0 million. The increase in net cash used in investing activities was primarily attributable to a $10.2 million increase in purchases of instruments and cases to support our increase in volume of sales and the launch of new products and $7.5 million of cash payments in connection with acquisitions.

Net cash used in investing activities was $12.0 million in 2010 as compared to $27.7 million in 2009, a decrease of $15.7 million primarily attributable to a $13.7 million decrease in purchases of instruments and cases due to fewer new product launches in 2010 compared to 2009 and a $3.4 million decrease related to the deconsolidation of a noncontrolling interest in 2009.

Cash Provided by (Used in) Financing Activities

Net cash (used in) financing activities was $(0.2) million in the first three months of 2012 as compared to $(9.9) million in the first three months of 2011, a decrease of $9.7 million primarily attributable to $10.0 million paid to repurchase common stock in 2011.

Net cash provided by (used in) financing activities was $(14.7) million in 2011 as compared to $1.8 million in 2010, a decrease of $16.5 million primarily attributable to $10.0 million paid to repurchase common stock from existing shareholders and $5.3 million paid to fully repay our mortgage loan.

Net cash provided by financing activities was $1.8 million in 2010 as compared to $1.5 million in 2009.

Indebtedness

In May 2011, we entered into a revolving credit facility with Wells Fargo Bank, or Wells Fargo, that provides for a $50.0 million revolving credit facility. We amended the credit agreement governing the revolving credit facility in March 2012 to extend the term of the revolving credit facility through May 2014. We have the ability to increase the availability under the revolving credit facility to $75.0 million with the approval of Wells Fargo. The revolving credit facility also includes up to a $25.0 million sub-limit for letters of credit. Cash advances bear interest at our option either at a fluctuating rate per annum equal to the daily LIBOR in effect for a one-month period plus 0.75% or a fixed rate for a one or three month period equal to LIBOR plus 0.75%.

The agreement governing our revolving credit facility contains various restrictive covenants, including maintaining maximum consolidated leverage. The restrictive covenants also include limitations on our ability to repurchase shares, to pay cash dividends or to enter into a sale transaction. As of March 31, 2012, we were in compliance with all covenants under our revolving credit facility and there were no outstanding borrowings under our revolving credit facility. As of March 31, 2012, we had $50.0 million of availability under our revolving credit facility. The revolving credit facility is subject to a fee of 0.10% of the unused portion. We may terminate the revolving credit facility at any time upon ten days' notice without premium or penalty.

Contractual Obligations and Commitments

The following table summarizes our outstanding contractual obligations as of December 31, 2011. There were no material changes in our remaining contractual obligations since that time.

	Payments Due by Period				
	Total	Less than 1 Year	1-3 years	3-5 years	More than 5 years
	(amounts in thousands)				
Operating Leases	$ 1,045	$ 316	$ 547	$ 114	$ 68
Purchase Obligations(1)	1,731	1,553	178	—	—
Business Acquisition Liabilities(2)	5,600	1,200	2,400	2,000	—
Total	$8,376	$ 3,069	$3,125	$2,114	$ 68

(1) Reflects minimum annual volume commitments to purchase inventory under certain of our supplier contracts.

(2) In connection with acquisitions completed in 2011, we have certain contingent consideration obligations payable to the sellers in these transactions upon the achievement of certain regulatory and territory sales milestones. The aggregate undiscounted amounts potentially payable not included in the table above total $7.2 million.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Seasonality and Backlog

Our business is generally not seasonal in nature. However, our sales may be influenced by summer vacation and winter holiday periods during which we have experienced fewer spine surgeries taking place. Our sales generally consist of products that are in stock with us or maintained at hospitals or with our sales representatives. Accordingly, we do not have a backlog of sales orders.

Related-Party Transactions

For a description of our related-party transactions, see “Certain Relationships and Related-Party Transactions.”

Critical Accounting Policies and Estimates

The preparation of the consolidated financial statements requires us to make assumptions, estimates and judgments that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities as of the date of the consolidated financial statements, and the reported amounts of sales and expenses during the reporting periods. Certain of our more critical accounting policies require the application of significant judgment by management in selecting the appropriate assumptions for calculating financial estimates. By their nature, these judgments are subject to an inherent degree of uncertainty. On an ongoing basis, we evaluate our judgments, including those related to inventories, recoverability of long-lived assets and the fair value of our common stock. We use historical experience and other assumptions as the basis for our judgments and making these estimates. Because future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. Any changes in those estimates will be reflected in our consolidated financial statements as they occur. As an “emerging growth company,” we have elected to delay the adoption of new or revised accounting standards until those standards would otherwise apply to private companies. As a result, our financial statements may not be comparable to those of other public companies. While our significant accounting policies are more fully described in Note 1 to our consolidated financial statements included elsewhere in this prospectus, we believe that the following accounting policies and estimates are most critical to a full understanding and evaluation of our reported financial results. The critical accounting policies addressed

below reflect our most significant judgments and estimates used in the preparation of our consolidated financial statements. We have reviewed these critical accounting policies with the audit committee of our board of directors.

Revenue Recognition. We recognize revenue when persuasive evidence of an arrangement exists, product delivery has occurred, pricing is fixed or determinable, and collection is reasonably assured. We generate a significant portion of our revenue from consigned inventory maintained at hospitals or with sales representatives. For these products, we recognize revenue at the time we are notified the product has been used or implanted. For all other transactions, we recognize revenue when title to the goods and risk of loss transfer to customers, provided there are no remaining performance obligations that will affect the customer's final acceptance of the sale. Our policy is to classify shipping and handling costs billed to customers as sales and the related expenses as cost of goods sold. In general, our customers do not have any rights of return or exchange.

Accounts Receivable and Allowance for Doubtful Accounts. The majority of our accounts receivable is composed of amounts due from hospitals. Accounts receivable is carried at cost less an allowance for doubtful accounts. On a regular basis, we evaluate accounts receivable and estimate an allowance for doubtful accounts, as needed, based on various factors such as customers' current credit conditions, length of time past due, and the general economy as a whole. Receivables are written off against the allowance when they are deemed uncollectible.

Excess and Obsolete Inventory. We state inventories at the lower of cost or market. We determine cost on a first-in, first-out basis. The majority of our inventory is finished goods, because we primarily utilize third-party suppliers to source our products. We periodically evaluate the carrying value of our inventories in relation to the estimated forecast of product demand, which takes into consideration the estimated life cycle of product releases. When quantities on hand exceed estimated sales forecasts, we record a reserve for excess inventories, which results in a corresponding charge to cost of goods sold. Charges incurred for excess and obsolete inventory were $5.0 million, $6.1 million and $10.5 million for the years ended 2009, 2010 and 2011, respectively and $1.6 million and $1.9 million for the three months ended March 31, 2011 and 2012, respectively.

The need to maintain substantial levels of inventory impacts the risk of inventory obsolescence. Many of our products come in sets which feature components in a variety of sizes so that the implant or device may be customized to the patient's needs. In order to market our products effectively, we often must maintain and provide surgeons and hospitals with consignment implant sets, back-up products and products of different sizes. For each surgery, fewer than all of the components of the set are used, and therefore certain portions of the set may become obsolete before they can be used. One of our primary business goals is to focus on continual product innovation. Though we believe this provides us with a competitive advantage, it also creates the risk that our products will become obsolete prior to sale or prior to the end of their anticipated useful lives. When we introduce new products or next-generation products, we may be required to take charges for excess and obsolete inventory that have a significant impact on the value of our inventory or on our operating results.

Goodwill and Intangible Assets. Goodwill represents the excess purchase price over the fair value of the net tangible and identifiable intangible assets acquired by us. We acquired goodwill in connection with the acquisitions completed in 2011. Goodwill is tested for impairment at a minimum on an annual basis. Goodwill is tested for impairment at the reporting unit level by comparing the reporting unit's carrying amount, to the fair value of the reporting unit. The fair values are estimated using an income and discounted cash flow approach. We completed our annual goodwill and intangible assets impairment test in the fourth quarter of 2011 and determined that there was no impairment.

Intangible assets consist of purchased in-process research and development, or IPR&D, patents, customer relationships and non-compete agreements. Intangible assets with finite useful lives are amortized over the period of estimated benefit using the straight-line method and estimated useful lives ranging from one to ten years. Intangible assets are tested for impairment annually or whenever events or circumstances indicate that a

carrying amount of an asset (asset group) may not be recoverable. If impairment is indicated, we measure the amount of the impairment loss as the amount by which the carrying amount exceeds the fair value of the asset. Fair value is generally determined using a discounted future cash flow analysis.

IPR&D has an indefinite life and is not amortized until completion and development of the project at which time the IPR&D becomes an amortizable asset. If the related project is not completed in a timely manner, we may have an impairment related to the IPR&D, calculated as the excess of the asset's carrying value over its fair value.

Long-Lived Assets. We periodically evaluate the recoverability of the carrying amount of long-lived assets, which include property and equipment, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be fully recoverable. We assess impairment when the undiscounted future cash flows from the use and eventual disposition of an asset are less than its carrying value. If impairment is indicated, we measure the amount of the impairment loss as the amount by which the carrying amount exceeds the fair value of the asset. We base our fair value methodology on quoted market prices, if available. If quoted market prices are not available, we estimate fair value based on prices of similar assets or other valuation techniques including present value techniques.

Income Taxes. We recognize deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. We measure deferred tax assets and liabilities using enacted tax rates expected to apply to taxable income in the year in which such items are expected to be received or settled. We recognize the effect on deferred tax assets and liabilities of a change in tax rates in the period that includes the enactment date. We establish a valuation allowance to offset any deferred tax assets if, based upon available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

While we believe that our tax positions are fully supportable, there is a risk that certain positions could be challenged successfully. In these instances, we look to establish reserves. If we determine that a tax position is more likely than not of being sustained upon audit, based solely on the technical merits of the position, we recognize the benefit. We measure the benefit by determining the amount that has likelihood greater than 50% of being realized upon settlement. We presume that all tax positions will be examined by a taxing authority with full knowledge of all relevant information. We regularly monitor our tax positions, tax assets and tax liabilities. We reevaluate the technical merits of our tax positions and recognize an uncertain tax benefit or reverse a previously recorded tax benefit when (i) a tax audit is completed, (ii) applicable tax law, including a tax case or legislative guidance, changes or (iii) the statute of limitations expires. Significant judgment is required in accounting for tax reserves.

Legal Proceedings. We are involved in a number of legal actions involving both product liability and intellectual property disputes. The outcomes of these legal actions are not within our complete control and may not be known for prolonged periods of time. In some actions, the claimants seek damages as well as other relief, including injunctions barring the sale of products that are the subject of the lawsuit, that could require significant expenditures or result in lost sales. In accordance with authoritative guidance, we record a liability in our consolidated financial statements for these actions when a loss is known or considered probable and the amount can be reasonably estimated. If the reasonable estimate of a known or probable loss is a range, and no amount within the range is a better estimate than any other; the minimum amount of the range is accrued. If a loss is possible, but not known or probable, and can be reasonably estimated, the estimated loss or range of loss is disclosed in the notes to the consolidated financial statements. In most cases, significant judgment is required to estimate the amount and timing of a loss to be recorded. While it is not possible to predict the outcome for these matters, we believe it is possible that costs associated with them could have a material adverse impact on our consolidated earnings, financial position or cash flows.

Stock-Based Compensation Expense. We measure the cost for employee and non-employee awards at the grant date based on the fair value of the award. For employee awards, we amortize the expense, which is the

fair value of the portion of the award that is ultimately expected to vest, over the requisite service periods (generally the vesting period of the equity award). We record the awards issued to non-employees at their fair value as determined in accordance with authoritative guidance, and we periodically revalue the awards as they vest, recognizing the expense over the requisite service period. We estimate the fair value of stock options using a Black-Scholes option-pricing model. Our determination of the fair value is affected by our stock price and a number of assumptions, including expected volatility, expected term, risk-free interest rate and expected dividends.

As we are a non-public entity, historic volatility is not available for our common stock. As a result, we estimate volatility based on a peer group of public companies that we believe collectively provides a reasonable basis for estimating volatility. We intend to continue to consistently use the same group of publicly traded peer companies to determine volatility in the future until sufficient information regarding volatility of the price of our shares of Class A common stock becomes available or the selected companies are no longer suitable for this purpose.

We do not have sufficient information available that is indicative of future exercise and post-vesting behavior to estimate the expected term. As a result, we use the simplified method of estimating the expected term, under which the expected term is presumed to be the mid-point between the vesting date and the contractual end of the term. We base the risk-free interest rate on observed interest rates of U.S. Treasury securities equivalent to the expected terms of the stock options. We estimate our pre-vesting forfeiture rate based on our historical experience. Our dividend yield assumption is based on the history and expectation of no dividend payouts.

We estimated the weighted-average fair value of the options granted during the years ended December 31, 2009, 2010, 2011 and the three months ended March 31, 2011 and 2012 to be $0.88, $1.75, $1.58, $1.72, and $1.44 per share, respectively. The fair value of the options was estimated on the grant date using a Black-Scholes option-pricing model, which requires the input of subjective assumptions, including the expected stock price volatility, the calculation of expected term and fair value of the underlying common stock on the date of grant, among other inputs. The following table summarizes our assumptions used in the Black-Scholes model:

	Year Ended December 31,			Three Months Ended March 31,	
	2009	2010	2011	2011	2012
Risk-free interest rate	2.15% – 3.15%	1.52% – 2.64%	1.46% – 2.65%	2.65%	.96% – 1.30%
Expected term (in years)	7 years	6 years	6 years	6 years	6 years
Expected volatility	48.0% – 55.0%	46.5% – 53.5%	46.5% – 47.0%	47.0%	47.0%
Expected dividend yield	—	—	—	—	—

To the extent that further evidence regarding these variables is available and provides estimates that we believe are more indicative of actual trends, we may refine or change our approach to deriving these input estimates. Any such changes could materially affect the stock-based compensation expense we record in the future.

We incurred stock-based compensation expense of $3.5 million, $4.0 million, $3.3 million, $0.8 million and $1.1 million during the years ended December 31, 2009, 2010, 2011 and the three months ended March 31, 2011 and 2012, respectively. We expect to continue to grant stock options in the future, and to the extent that we do, our actual stock-based compensation expense recognized will likely increase.

Significant Factors Used in Determining Fair Value of Our Common Stock

In 2009, 2010 and 2011, our board of directors, with the assistance of management, used the market approach and the income approach in order to estimate the fair value of common stock underlying our option grants during those periods. Prior to this offering, there has been no public market for our common stock. Our board of directors has determined the fair value of our common stock by utilizing, among other things, independent third-party valuation studies conducted in connection with an equity financing in 2007 and

biannually as of April 30 and October 31 since 2008. The findings of these valuations were based on our business and general economic, market and other conditions that could be reasonably evaluated at that time. The analyses of the valuation studies included a review of our company, including our financial results and capital structure, as well as an independent third-party review of the conditions of the industry in which we operate and the markets that we serve. The methodologies and assumptions used were consistent with those set forth in the American Institute of Certified Public Accountants, or the AICPA, in the AICPA Technical Practice Guide, *Valuations of Privately-Held Company Equity Securities Issued as Compensation* .

The following table summarizes by grant date, the number of shares of our common stock subject to options granted in 2009, 2010 and 2011 and through the date of this prospectus, as well as the associated per share exercise price.

Grant Date	Options Granted	Exercise Price	Fair Value Per Share of Common Stock (1)
February 5, 2009	960,500	1.32	1.32
April 15, 2009	475,000	1.32	1.32
August 6, 2009	2,018,450	1.50	1.50
October 30, 2009	497,000	2.00	2.00
February 14, 2010	553,000	2.50	2.50
June 16, 2010	1,520,400	3.65	3.65
July 29, 2010	427,000	3.65	3.65
October 28, 2010	977,000	3.65	3.65
February 11, 2011	588,000	3.47	3.47
April 20, 2011	670,500	3.47	3.47
July 28, 2011	751,656	3.28	3.28
October 27, 2011	1,842,150	3.28	3.28
February 2, 2012	1,183,750	3.18	3.18
March 28, 2012	150,000	3.18	3.18
April 26, 2012	665,000	(2)	(2)

(1) The fair value per share of common stock as determined by our board of directors as of the date of the grant, taking into account various factors and including the results of independent third party valuations of common stock as discussed below.

(2) The exercise price and fair value per share of common stock will equal the public offering price of this offering. If this offering is not consummated during 2012, the exercise price and fair value per share of common stock will be $3.18 per share.

In the valuation studies, industry standard valuation methodologies were used to value our common stock, as described below. In estimating our equity value, a probability weighting of the market approach and the income approach was used to first arrive at a total equity value.

For the market approach, we utilized the guideline company method by analyzing a population of comparable companies and selected those companies that we considered to be the most comparable to us in terms of product offerings, sales, margins and growth. We then used these guideline companies to develop relevant market multiples and ratios, which are then applied to our corresponding financial metrics to estimate our equity value. Under the market approach, we also utilized the comparable transaction methodology using multiples of earnings and cash flow determined through an analysis of transactions involving controlling interests in companies with operations similar to our principal business operations. For the income approach, we performed discounted cash flow analyses which utilized projected cash flows which were then discounted to the present using a range of 14% to 15% in order to arrive at our current equity value.

In 2009, 2010, 2011 and into 2012, our board of directors, with the assistance of management, used the market approach and income approach to estimate the fair value per share of common stock underlying our

option grants during those periods. In allocating the total equity value between preferred and common stock, we considered the liquidation preferences of the preferred stockholders. The preferred stock had a liquidation value of $110.0 million as of March 31, 2012. Additionally, each valuation during this period utilizes the option-pricing method for allocating the total equity value between preferred and common stock.

The significant input assumptions used in our valuation models were based on subjective future expectations combined with management's judgment, including:

- Assumptions utilized in the income approach were:
  - our expected revenue, operating performance and cash flows for the current and future years, determined as of the valuation date based on our estimates;
  - a discount rate, which is applied to discretely forecasted future cash flows in order to calculate the present value of those cash flows;
  - a terminal value multiple, which is applied to our last year of discretely forecasted cash flows to calculate the residual value of our future cash flows; and
  - lack of marketability factor of 10% to 20%.
- Assumptions utilized in the market approach using guideline companies were:
  - our expected sales, operating performance and cash flows for the current and future years, determined as of the valuation date based on our estimates;
  - multiples of market value to trailing and expected future revenues and EBITDA, determined as of the valuation date, based on a group of comparable public companies we identified; and
  - a lack of marketability factor of 10% to 20%.
- Assumptions utilized in the market approach using comparable transactions:
  - selection of guideline transactions involving target companies with similar operations, characteristics, and business risks.

Options Granted from August 2009 through February 2010

Our board of directors valued our common stock at $1.50 per share for our options granted on August 6, 2009, based on an April 30, 2009 third-party valuation report. Our board of directors valued our common stock at $2.00 per share for our options granted on October 30, 2009, which reflected the board of directors' and management's judgment that the value had increased from the April 2009 valuation as evident from the sale of 1.2 million shares of our stock, at a price of $2.00 per share in two separate transactions among third-party buyers and sellers subsequent to April 30, 2009. Additionally, our board of directors valued our common stock at $2.50 per share for our options granted on February 14, 2010. This valuation was based on an October 31, 2009 third-party valuation report that valued our common stock at $2.34 per share and also reflected the board of directors' and management's judgment that the value had increased from the October 2009 valuation report as evident from the sale of 4.4 million shares of common stock, at a purchase price of $2.50 per share, in a series of transactions among third-party buyers and sellers subsequent to October 31, 2009. Each of the April 2009 and October 2009 valuation reports utilized a combination of the income approach, the market approach using guideline companies, and the market approach using comparable transactions and both valuations weighted each of the three methodologies as one-third of the total equity value. The income approach was favorably affected by our growing profitability, as well as our historic and projected growth rates. In the market approach using guideline companies, the multiples considered the market value of invested capital value of the Company as a multiple of revenue and EBITDA. Consistent with the income approach indications, the value conclusions arrived through application of the market approach resulted in appreciating equity values for the Company through October 31, 2009. Similar to the other two methods, the market approach using comparable transactions also resulted in increased valuations for the two valuation periods in 2009.

Options Granted from June 2010 through October 2010

Our board of directors valued our common stock at $3.65 per share for our options granted from June 16, 2010 through October 28, 2010, based on an April 30, 2010 third-party valuation report. The April 2010 valuation utilized the same three approaches as in prior periods. As part of this valuation our board, at the suggestion of the third-party valuation firm, determined due to changes in the market conditions of the medical device industry and due to the growth in size and maturity of our Company, it was appropriate to adjust the weighting of the three valuation methodologies. Accordingly, the income approach was adjusted to a 50% weighting, the market approach was adjusted to a 40% weighting and the market approach using a group of comparable transactions was weighted at 10%. The market approach using comparable transactions was assigned less weight as it does not have the ability to apply future multiples to projected revenue or EBITDA indications. The appreciating equity values were attributable to the Company's growing profitability, as well as our historic and projected growth rates, increases in the guideline publicly-traded company market values and increases in comparable transaction values. At the time of the April 2010 valuation, the Company was projecting growth rates in excess of 20% and a terminal growth rate of 20%.

Options Granted from February 2011 through April 2011

Our board of directors valued our common stock at $3.47 per share for our options granted on February 11, 2011 and April 20, 2011, based on an October 31, 2010 third-party valuation report. The October 2010 valuation report weighted the three variables consistently with the April 2010 report: the income approach was weighted 50%, the market approach using guideline companies was weighted 40% and the market approach using comparable transactions was weighted 10%. The income approach reflected a decline in the Company's equity value due to our slowing growth and a decline in the growth of comparable companies. The Company's growth rates used in its projections at this time were slightly lower than those used in the April 2010 valuation. The market approach for guideline companies yielded a similar decline in our equity value due to a decline in guideline companies' pricing multiples. The market approach transaction method also reflected a decline in our equity value due to a decline in the multiples for transactions that closed during the valuation period. The result of the combination of the three variables, each with declining trends, reflected an overall reduction in the value of our common stock from $3.65 to $3.47.

Options Granted from July 2011 through March 2012

Our board of directors valued our common stock at $3.28 per share for our options granted on July 28, 2011 and October 27, 2011, based on an April 30, 2011 third-party valuation report. Our board of directors valued our common stock at $3.18 per share for our options granted on February 2, 2012 and March 28, 2012, based on an October 31, 2011 third-party valuation report. The April 2011 and October 2011 valuation reports weighted the three variables consistently with the April 2010 report: the income approach was weighted 50%, the market approach using guideline companies was weighted 40% and the market approach using comparable transactions was weighted 10%. The market approach using guideline companies remained fairly consistent with the October 2010 valuation. In the April 2011 valuation report, the income approach reflected a slight decline as a result of the Company's actual results and projections primarily driven by market conditions. As of the date of the valuation, the Company's growth rates used in its projections decreased to below 20% as compared to prior valuations. The market approaches continued to reflect a decline in the multiples for transactions closing during the valuation periods. The results were declines in value from $3.47 in the October 2010 valuation report to $3.28 in the April 2011 valuation report.

In the October 2011 valuation report, the market approach using guideline companies continued to decline given the continued market conditions. However, the market approach using comparable transactions and the income approach began to show signs of stabilization offsetting the decline from the guideline company method. The growth rates used in the Company's projections at this time remained relatively consistent with the April 2011 valuation. At this time, our board of directors reduced the lack of marketability discount to 10% as compared to 12.5% in the April 2011 valuation report. These changes resulted in a decline in the stock price to $3.18.

Options Granted in April 2012

Our board of directors authorized the grant of stock options on April 26, 2012 and determined that the value of our common stock on that date would be equivalent to the public offering price of this offering if the offering is completed in 2012.

The midpoint of the price range for the initial offering price reflected on the cover page of this prospectus is $ per share as compared to $3.18 per share as of March 28, 2012, the last date we granted stock options at a value not tied to the public offering price in this offering. We note that, as is typical in initial public offerings, the preliminary range was not derived using a formal determination of fair value, but was determined based upon discussions between us and the underwriters. Among the factors considered in setting the preliminary range were prevailing market conditions and estimates of our business potential. In addition to this difference in purpose and methodology, we believe that the difference in value reflected between the midpoint of the preliminary range and management's determination of the value of our common stock on March 28, 2012 was primarily because history has shown that it is reasonable to expect that the completion of an initial public offering will increase the value of stock as a result of the significant increase in the liquidity and ability to trade/sell such securities. However, it is not possible to measure such increase in value with precision or certainty.

Based on the $ midpoint of the estimated price range shown on the cover page of this prospectus, the intrinsic value of the options granted on March 28, 2012, the last date we granted stock options at a value not tied to the public offering price in this offering, was approximately $. Also based on the $ midpoint of the estimated price range shown on the cover page of this prospectus, the intrinsic value of outstanding options as of March 31, 2012 was $ million, of which $ million related to vested options and $ million related to unvested options.

The assumptions around fair value that we have made represent our management's best estimate, but they are highly subjective and inherently uncertain. If management had made different assumptions, our calculation of the options' fair value and the resulting stock-based compensation expense could differ, perhaps materially, from the amounts recognized in our financial statements.

Recent Issued Accounting Pronouncements

Effective January 1, 2012, we adopted Financial Accounting Standards Board (FASB) authoritative guidance that amends previous guidance for the presentation of comprehensive income. The new standard eliminates the option to present other comprehensive income in the statement of changes in equity. Under the revised guidance, an entity has the option to present the components of net income and other comprehensive income in either a single continuous statement of comprehensive income or in two separate but consecutive financial statements. We are providing two separate but consecutive financial statements. The new standard was required to be applied retroactively. Other than the change in presentation, the adoption of the new standard did not have an impact on our financial position or results of operations.

Effective January 1, 2012, we adopted FASB authoritative guidance that amends previous guidance for fair value measurement and disclosure requirements. The revised guidance changes certain fair value measurement principles, clarifies the application of existing fair value measurements and expands the disclosure requirements, particularly for Level 3 fair value measurements. Adoption of the amendments did not have a material impact on our financial position or results of operations.

Section 107 of the JOBS Act provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We are electing to delay such adoption of new or revised accounting standards, and as a result, we may not comply with new or revised

accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. As a result of this election, our financial statements may not be comparable to the financial statements of other public companies. We may take advantage of these reporting exemptions until we are no longer an “emerging growth company.”

Quantitative and Qualitative Disclosure About Market Risk

We are exposed to various market risks, which may result in potential losses arising from adverse changes in market rates, such as interest rates and foreign exchange rates. We do not enter into derivatives or other financial instruments for trading or speculative purposes and do not believe we are exposed to material market risk with respect to our cash and cash equivalents.

Interest Rate Risk

We are exposed to interest rate risk in connection with any future borrowings under our revolving credit facility, which bears interest at a floating rate based on LIBOR plus an applicable borrowing margin. For variable rate debt, interest rate changes generally do not affect the fair value of the debt instrument, but do impact future earnings and cash flows, assuming other factors are held constant. In the ordinary course of business, we may enter into contractual arrangements to reduce our exposure to interest rate risks.

Foreign Exchange Risk Management

We operate in countries other than the United States, and, therefore, we are exposed to foreign currency risks. We bill most direct sales outside of the United States in local currencies. We expect that the percentage of our sales denominated in foreign currencies will increase in the foreseeable future as we continue to expand into international markets. When sales or expenses are not denominated in U.S. dollars, a fluctuation in exchange rates could affect our net income. We believe that the risk of a significant impact on our operating income from foreign currency fluctuations is minimal. We do not currently hedge our exposure to foreign currency exchange rate fluctuations; however, we may choose to hedge our exposure in the future.

Controls and Procedures

Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. We are currently in the process of reviewing, documenting and testing our internal control over financial reporting.

We have not performed an evaluation of our internal control over financial reporting, such as required by Section 404 of the Sarbanes-Oxley Act, nor have we engaged an independent registered accounting firm to perform an audit of our internal control over financial reporting as of any balance sheet date or for any period reported in our financial statements. Presently, we are not an accelerated filer, as such term is defined by Rule 12b-2 of the Securities Exchange Act of 1934, as amended, and therefore, our management is not presently required to perform an annual assessment of the effectiveness of our internal control over financial reporting. This requirement will first apply to our Annual Report on Form 10-K for the year ending December 31, 2013. Our independent public registered accounting firm will first be required to attest to the effectiveness of our internal control over financial reporting for our Annual Report on Form 10-K for the first year we are no longer an “emerging growth company”.

BUSINESS

Overview

We are a medical device company focused exclusively on the design, development and commercialization of products that promote healing in patients with spine disorders. We are an engineering-driven company with a history of rapidly developing and commercializing products that assist surgeons in effectively treating their patients, respond to evolving surgeon needs and address new treatment options. Since our inception in 2003, we have launched over 100 products and offer a comprehensive portfolio of innovative and differentiated products addressing a broad array of spinal pathologies, anatomies and surgical approaches. We were formed in 2003 and have grown our sales to $331.5 million in 2011. We have been able to achieve our success while maintaining strong profit margins. For the year ended December 31, 2011, we had $118.6 million of Adjusted EBITDA, representing an Adjusted EBITDA margin of 36%, and $60.8 million of net income. For the three months ended March 31, 2012, we had sales of $94.7 million as compared to $78.3 million in the three months ended March 31, 2011, an increase of $16.4 million or 21%. For the three months ended March 31, 2012, we had $34.0 million of Adjusted EBITDA, representing an Adjusted EBITDA margin of 36%, and $17.6 million of net income. We had positive Adjusted EBITDA and Adjusted EBITDA margins in excess of 35% for each of the years ended December 31, 2009, 2010 and 2011.

All of our products fall into one of two categories: innovative fusion or disruptive technologies. Our innovative fusion products address a broad range of spinal fusion surgical procedures. Spinal fusion is a surgical procedure to correct problems with the individual vertebrae, the interlocking bones making up the spine, by preventing movement of the affected bones. We believe our innovative fusion products demonstrate features and characteristics that provide advantages for surgeons and contribute to better outcomes for patients as compared to traditional fusion products. These advantages have enabled us to grow our sales at a faster rate than the broader spine industry. We define disruptive technologies as those that represent a significant shift in the treatment of spine disorders by allowing for novel surgical procedures, improvements to existing surgical procedures, the treatment of spine disorders by new physician specialties, and surgical intervention earlier in the continuum of care. We expect the increased use of disruptive technologies to improve patient outcomes and reduce costs given the expected lower morbidity rates, shorter patient recovery times and shorter hospital stays associated with these procedures. Our current portfolio of approved and pipeline products includes a variety of disruptive technology products, which we believe offer material improvements to fusion procedures, such as minimally invasive surgical, or MIS, techniques, as well as new treatment alternatives including motion preservation technologies, such as dynamic stabilization, total disc replacement and interspinous process spacer products and advanced biomaterials technologies. For the year ended December 31, 2011, our sales were $224.4 million from innovative fusion products and $107.1 million from disruptive technology products, representing year-over-year growth rates of 4% and 47%, respectively. For the three months ended March 31, 2012, our sales were $61.5 million from innovative fusion products and $33.2 million from disruptive technology products, representing a 9% and a 51%, respectively, increase over the same period in 2011.

According to iData Research, Inc., the $10.0 billion worldwide spine market consists of the $5.9 billion spinal fusion market and $4.1 billion disruptive technologies market. We expect the market for disruptive technologies to grow faster than the traditional fusion market and expand the overall addressable population of patients seeking surgical treatment for spine disorders. We believe we are well positioned to capitalize on this higher-growth segment of the spine market given our multiple existing commercialized products and several products in various stages of development. In addition, we believe we are well positioned to increase sales of our innovative fusion products at a rate faster than the broader spine industry because of the advantages our products offer compared to traditional fusion products.

We believe our product development engine is unique and highly efficient. It employs an integrated team approach to product development that involves collaboration among surgeons, our engineers, our dedicated researchers, our highly-skilled machinists, and our clinical and regulatory personnel. We believe that utilizing these integrated teams, as well as our extensive in-house facilities, enables us to design, test and obtain regulatory approvals of our products at a faster rate than our competitors. We emphasize the importance of developing new

products that are improvements to existing technologies and offerings, which we believe drives the demand for our products. We have introduced 44 products since 2009, which accounted for 46% of our sales for the year ended December 31, 2011.

Our product development engine allows us to develop products that we believe demonstrate features and characteristics that provide advantages for surgeons and contribute to better outcomes for patients. We believe the use of our products reduces costs as a result of lower morbidity rates, shorter patient recovery times and shorter hospital stays.

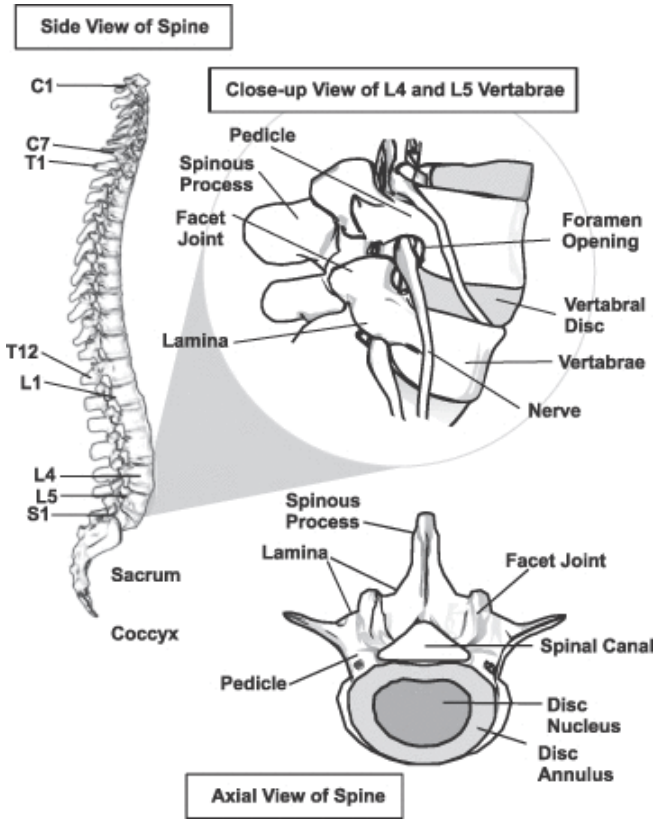
We market and sell our products through our exclusive global sales force. As of March 31, 2012, our U.S. sales force consisted of 336 sales representatives employed by us or our 19 exclusive independent distributors. We expect to continue to increase the number of our direct and distributor sales representatives in the United States and intend to add a total of 24 additional direct and distributor sales representatives by the end of 2012. As of March 31, 2012, our international operations consisted of 87 employees and eight exclusive independent distributors, which together had sales in 17 countries during 2011. We aim to have a sales presence in eight additional countries by the end of 2012. We believe the planned expansion of our U.S. and international sales forces provides us with significant opportunities for future growth as we continue to penetrate existing geographic markets and enter new ones.

Industry Overview

Overview of Spine Anatomy

The spine consists of interlocking bones, called vertebrae, stacked on top of one another. Vertebrae are separated from each other by intervertebral discs, which act as shock absorbers, and are connected to each other by facet joints, which provide flexibility. Supportive soft tissues including ligaments, tendons and muscles are attached to two laminae, which provide stability to the vertebral segment. The spinal cord runs through the center of the spine, or spinal canal, carrying nerves that exit through openings between the vertebrae, referred to as foramen, and deliver sensation and control to the entire body.

The spine is comprised of five regions, of which there are three primary regions: the cervical, thoracic and lumbar regions. The cervical region consists of the first seven vertebrae (C1-C7) extending from the base of the skull to the shoulders and facilitates movement of the head and neck. The thoracic region consists of the 12 vertebrae in the middle of the back (T1-T12) and each vertebra is connected to two ribs that protect the body's vital organs. The lumbar region consists of five vertebrae in the lower back (L1-L5) and is the primary load-bearing region of the spine. The final two regions of the spine, the sacrum (S1-S5) and coccyx, consist of naturally fused vertebrae connected to the hip bones to provide support and protect organs in the pelvic area. With regard to anatomical terms of surgical location, anterior refers to access from the front, posterior refers to access from the back and lateral refers to access from the side.



Overview of Spine Disorders

Spine disorders are a leading driver of healthcare costs worldwide, as evidenced by the 1.8 million spinal fusion procedures performed worldwide in 2011. Spine disorders range in severity from mild pain and loss of feeling to extreme pain and paralysis. These disorders are primarily caused by degenerative disc disease, stenosis, deformity, osteoporosis, tumors and trauma.

Degenerative disc disease, or DDD, describes the most common type of spine disorder which primarily results from repetitive stresses experienced during the normal aging process. Disc degeneration occurs as the inner cores of intervertebral discs lose elasticity and shrink. Over time, these changes can cause the discs to lose their normal height and shock-absorbing characteristics, which leads to back pain and reduced flexibility. Herniated discs are a common form of degenerative disc disease and occur when the intervertebral disc material

protrudes from the annulus. Symptomatic cervical disc disease, or SCDD, is a gradual deterioration of the spongy discs in the neck leading to problems related to nerve function that can cause pain and limit movement.

Spinal stenosis is a condition attributed to the narrowing of the space around the nerves in the lumbar spine. The resulting compression can lead to back and leg pain. This condition is often caused by the degenerative process in the spine and facet joints. Lumbar stenosis is a condition whereby either the spinal canal or vertebral foramen becomes narrowed in the lower back. If the narrowing is substantial, it causes compression of the nerves and the painful symptoms of lumbar spinal stenosis.

Spine deformity is a term used to describe any variation in the natural curvature of the spine. Natural curves help the upper body maintain proper balance and alignment over the pelvis. Common forms of deformity include scoliosis, which is a lateral or side-to-side curvature of the spine, extreme lordosis, which is an abnormal convex curvature of the lumbar spine, and extreme kyphosis, which is an abnormal concave curvature leading to a rounded back.

Vertebral compression fractures, or VCFs, are fractures of the vertebrae that result in the collapse of the vertebral body. These fractures, which can be very painful to the patient, are often the result of osteoporosis, which causes the vertebrae to weaken and become brittle, or spine tumors, but can also result from trauma.

Spine tumors are relatively rare. Benign tumors are typically removed surgically while malignant tumors are more difficult to treat and often originate in other areas of the body such as the lungs, thyroid or kidneys.

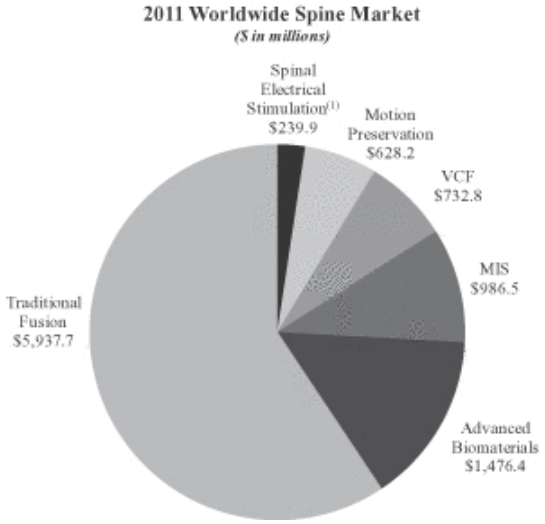
Treatments for Spine Disorders

Treatment alternatives for spine disorders range from non-operative conservative therapies to surgical interventions. Conservative therapies include bed rest, medication and physical therapy. When conservative therapies fail to provide adequate quality of life improvements, surgical interventions may be used to address pain. Surgical treatments for spine disorders can be instrumented, which include the use of implants, or non-instrumented, which forego the use of any such implants. The most common surgical interventions include non-instrumented treatments such as discectomy, which is the removal of all or part of a damaged disc, and laminectomy, which is the removal of all or part of a lamina. Non-instrumented treatments have typically been used to treat patients earlier in the continuum of care than instrumented treatments. The most common instrumented treatment is spinal fusion, where two or more adjacent vertebrae are fused together with implants to restore disc height and provide stability. As disruptive technologies continue to gain acceptance, we expect that they will allow surgeons to use instrumented treatments earlier in the continuum of care as a preferred alternative to non-instrumented surgical intervention or conservative therapies.

According to iData Research, Inc., in 2011, there were approximately 881,100 spinal fusion procedures in the United States and an estimated 1.8 million worldwide, representing a $5.9 billion worldwide market. Fusions are typically performed on the cervical or lumbar regions of the spine, and implants may include devices such as plates, pedicle screw and rod systems and interbody spacers.

Disruptive technologies are designed to provide better patient outcomes in certain situations through the use of MIS techniques, by allowing the patient to retain some motion in the affected area, or by using biomaterials to speed healing time or improve patient outcomes. Disruptive technologies may enable treatment with implants earlier in the continuum of care by addressing the shortcomings of traditional surgical interventions, which often include soft tissue disruption, long operating times, extended hospital stays and lengthy patient recovery times. Additionally, disruptive technologies may help a patient avoid progression of spinal disc disease sometimes caused by traditional surgical options such as spinal fusion. As a result, we expect the market for disruptive technologies to grow faster than the market for traditional fusion and expand the addressable patient population for spine surgery.

The chart below illustrates key components of the 2011 worldwide spine market.



Source: *iData Research, Inc.*
(1) United States only.

Growth Drivers

We believe the spine market will continue to experience growth as a result of the following market influences:

- *Favorable patient demographics*. The number of people over the age of 65 is large and growing. Improvements in healthcare have led to increasing life expectancies worldwide and the opportunity to lead more active lifestyles at advanced ages. These trends are expected to generate increased demand for spine surgeries.

- *Improving technologies leading to increased use of fusion procedures*. Due to the longevity of its practice and acceptable clinical outcomes, fusion has become a standard treatment option for patients presenting more advanced stages of spine disease. We expect that the development of improved fusion products will continue to contribute to spinal fusion as a leading treatment for advanced stages of spine disease.

- *Disruptive technologies driving earlier interventions and creating an expanded patient base* . Disruptive technologies are gaining increasing acceptance among patients and surgeons because they allow for novel surgical procedures, improvements to existing surgical procedures, the treatment of spine disorders by new physician specialties, and surgical intervention earlier in the continuum of care, all of which can result in better outcomes for patients. We believe surgeons and patients who would otherwise choose more conservative nonsurgical treatment plans with sub-optimal results may elect a surgical option utilizing disruptive technologies to treat spine disorders. As a result, disruptive technologies are expected to drive accelerated growth and increase the size of the addressable patient population for spine surgery.

- *Continued market penetration internationally.* While the United States comprises approximately 5% of the worldwide population, according to iData Research, Inc., approximately 53% of spine surgeries occur in the United States.

We believe that improvements to the standard of care, including the introduction of new products and the expansion of international sales forces, will increase demand for spine products outside of the United States.

Our Competitive Strengths

We are focused exclusively on the spine market and our senior leadership team has over 150 years of collective experience in the spine industry. We believe that this focus and experience, combined with the following principal competitive strengths, will allow us to grow our sales faster than our competitors and the overall spine industry:

- *Comprehensive and broad portfolio of innovative fusion products*. We have a comprehensive portfolio of innovative fusion products that addresses a broad array of spinal pathologies, anatomies and surgical approaches. We believe our innovative fusion products demonstrate features and characteristics that provide advantages for surgeons and contribute to better outcomes for patients as compared to traditional fusion products. Our differentiated product portfolio allows us to offer a wide variety of treatment options and effectively market our entire product portfolio to surgeons who may initially be familiar with only a subset of our products. In addition, because surgeons and hospitals typically prefer to deal with a limited number of vendors, our portfolio of products enables us to compete effectively.

- *Well-positioned disruptive technology products*. We expect the market for disruptive technologies to grow faster than the traditional fusion market. We currently have a comprehensive and broad portfolio of MIS, motion preservation and advanced biomaterials products, with four additional products addressing motion preservation in clinical trials and other pipeline products in various stages of development. We believe our current portfolio and pipeline of disruptive technology products provide improved patient outcomes, reduce overall costs and position us to capitalize on the growth in this market.

- *Unique and highly efficient product development engine*. We believe that we have a unique and highly efficient approach to product development that significantly reduces the time required to advance a potential product from concept to commercialization. We have historically utilized our product development engine to bring substantially all of our products to market and have not relied upon acquisitions to grow our business. Our integrated teams of surgeons, engineers, dedicated researchers, highly-skilled machinists, and clinical and regulatory personnel work together to conceptualize, evaluate, and develop potential new products through an iterative process that allows for rapid product development. In addition, our regulatory and clinical affairs teams have a proven ability to work effectively with regulatory agencies worldwide to obtain approvals to market our products. The combination of our research, development, clinical and regulatory expertise allows us to react quickly to evolving surgeon and patient needs, address new treatment options, and introduce several new products annually.

- *Exclusive U.S. sales force with broad geographic scope*. We have made, and intend to continue to make, significant investments in our exclusive U.S. sales force. As of March 31, 2012, this sales force consisted of 336 sales representatives employed by us or our 19 exclusive independent distributors. Our direct and distributor sales representatives are highly trained in the clinical benefits of our products and frequently consult with surgeons and surgical staff inside the operating room regarding the use of our products. We believe the size, expertise and exclusive nature of our sales force enable us to maximize our market penetration and continue to expand our geographic presence.

- *Demonstrated track record of profitability with established scale*. We have made investments in our infrastructure that have allowed us to accelerate development and commercialization of our products, and maintain strong profit margins typically associated with our larger competitors. We have launched over 100 products and experienced significant growth in sales since our founding in 2003, while remaining focused on generating operating cash flow and net income. We were formed in 2003 and have grown our sales to $331.5 million in 2011. Our disciplined approach has contributed to Adjusted EBITDA of $118.6 million and net income of $60.8 million for the year ended December 31, 2011 and Adjusted EBITDA of $34.0 million and net income of $17.6 million for the three months ended March 31, 2012. We have had positive Adjusted EBITDA and Adjusted EBITDA margins in excess of 35% for each of the years ended December 31, 2009, 2010, and 2011.

Our Strategy

Our goal is to become the leader in providing innovative solutions across the continuum of care in the spine market. To achieve this goal, we are employing the following business strategies:

- *Leverage our unique and highly efficient product development engine* . We plan to continue to develop innovative fusion products and disruptive technology products in the areas of MIS, motion preservation, and advanced biomaterials technologies using what we believe to be a unique and highly efficient product development engine. We believe our team-oriented approach, active surgeon input and demonstrated product development and commercialization capabilities position us to maintain a rapid rate of new product launches. As of the date of this prospectus, we had over 30 potential new products in various stages of development and we expect to launch approximately five to ten new products in each of the next three years.

- *Increase the size, scope and productivity of our exclusive U.S. sales force* . We believe there is significant opportunity to further penetrate existing markets and to enter new markets by increasing the size and geographic scope of our U.S. sales force. We expect to continue to increase the number of our direct and distributor sales representatives in the United States and intend to add a total of 24 additional direct and distributor sales representatives by the end of 2012. In addition to focusing our recruitment efforts on individuals with previous spine industry experience and demonstrated sales success, we will continue to provide our sales representatives with specialized development programs designed to improve their productivity.

- *Continue to expand into international markets* . We have historically focused our commercialization efforts primarily on the U.S. market. However, according to iData Research, Inc., approximately 47% of spine procedures are performed outside the United States. We believe there is significant opportunity for us to expand our international presence. We began selling our products in international markets in 2005 and sales generated from outside the United States exceeded $20 million for the year ended December 31, 2011, a more than 100% increase from 2010. We expect to continue to increase our international presence through the commercialization of additional products and through the expansion of our direct and distributor sales force. As of December 31, 2011, we had an existing direct or distributor sales presence in 17 countries outside of the United States and aim to have a sales presence in eight additional countries by the end of 2012.

- *Pursue strategic acquisitions and alliances.* We intend to selectively pursue acquisitions and alliances in the future that will provide us with new or complementary technologies, personnel with significant relevant experience, or increased market penetration. We are currently evaluating a number of possible acquisitions or strategic relationships and believe that our resources and experience make us an attractive acquiror or partner.

Products

We currently offer over 100 innovative fusion and disruptive technology products. We have highlighted a selection of these products below. REVERE 5.5 Titanium Degen System generated 27%, 23%, 21%, and 21% of our consolidated sales during each of 2009, 2010, 2011 and the three months ended March 31, 2012, respectively. COALITION generated 11% of our consolidated sales during 2011 and the three months ended March 31, 2012. CALIBER generated 10% of our consolidated sales during the three months ended March 31, 2012. No other class of products contributed 10% or more of our consolidated sales during 2009, 2010, 2011 or the first three months of 2012.

Innovative Fusion

Our products address the entire spine with innovative fusion products for use in cervical, thoracolumbar, sacral, and interbody/corpectomy fusion procedures to treat degenerative, deformity, tumor, and trauma conditions. We believe that our innovative fusion products demonstrate features and characteristics that enable us to provide advantages over traditional fusion that help improve surgical techniques and may contribute to better outcomes for patients. Our comprehensive REVERE pedicle screw and rod system incorporates a convenient non-threaded locking cap design that eases building of thoracolumbar fixation constructs to readily adapt to the patient's anatomy and condition, for a range of clinical applications. Certain other of our products, such as our XPAND and FORTIFY corpectomy devices that incorporate smooth expansion capability, have a range of size options for optimal fit, and are manufactured from radiolucent polyetheretherketone, or PEEK, to allow for postoperative radiographic visualization. Certain of our other products, such as COALITION and INDEPENDENCE stand-alone interbody fusion devices, simplify the surgical technique by reducing steps and hardware while providing confident stabilization. The depth of our innovative fusion portfolio encompasses treatment modalities from the occiput to the sacrum, with novel designs and features that provide key improvements to the standards of care. We also build on proven technologies to continuously upgrade our offerings, including multiple cervical plating systems, both top-loading and posted screw systems, and a range of interbody implant and approach options.

A selection of our innovative fusion products is presented in the tables below:

Cervical

Selected Product	Description	Region	Launch
XTEND	Anterior cervical plate system that allows for an extension plate for revision surgery	United States International	2009
ELLIPSE	Posterior occipital cervical thoracic stabilization system with a non-threaded locking mechanism	United States International	2009
VIP	Anterior cervical plate system with one screw per level for minimal tissue disruption	United States International	2008
PROVIDENCE	Anterior cervical plate system with visible, audible and tactile screw locking	United States International	2007
ASSURE	Low profile anterior cervical plate system with simple one step screw locking	United States International	2004

Thoracolumbar

Selected Product	Description	Region	Launch
SI-LOK‡	Sacroiliac joint fixation system	United States	2011
BEACON Posted Screw	Posted pedicle screw system with medial lateral connection capability	United States International	2008
REVERE Degen	Comprehensive pedicle screw and rod system with non-threaded locking mechanism and specialized sacroiliac implants	United States International	2006

‡ Pending CE marking.

Interbody/Corpectomy

Selected Product	Description	Region	Launch
FORTIFY	PEEK and titanium self-locking expandable corpectomy device with modular endplates	United States	2012
COALITION	Anterior cervical stand-alone fusion device with anatomic profile	United States International	2009
COLONIAL	PEEK anterior cervical interbody fusion device	United States International	2008
INDEPENDENCE	Anterior lumbar stand-alone fusion device with anatomic profile	United States International	2008
XPAND	PEEK and titanium expandable corpectomy spacer with multiple footprint options	United States International	2005
SUSTAIN	PEEK and titanium spacers for partial or complete vertebrectomy	United States International	2003

Deformity, Tumor, and Trauma

Selected Product	Description	Region	Launch
Corrective Osteotomy Set	Instruments for performing pedicle subtraction osteotomies and vertebral body resections	United States International	2011
TRUSS	Lateral compressible thoracolumbar plate system	United States International	2009
REVERE Deformity	Comprehensive pedicle screw, hook, and rod deformity system with non-threaded locking mechanism and specialty correction instruments	United States International	2007
REVERE Anterior	Pedicle screw and rod deformity system with non-threaded locking mechanism and specialty anterior correction instruments	United States International	2006

Disruptive Technologies

We believe we are well positioned to capitalize on this higher-growth segment of the spine market given our multiple existing commercialized products and several products in various stages of development. We have a comprehensive and broad product portfolio and pipeline of disruptive technologies for MIS, motion preservation, and advanced biomaterials technologies. Our MIS products enable a surgeon to perform a procedure less invasively to minimize tissue disruption and maximize native anatomy, which may lead to better patient recovery

and fewer approach-related complications. The MARS 3V retractor system facilitates smaller incisions with the use of positionable radiolucent retractor blades to access the surgical site and to allow both direct and radiographic visualization. Our CALIBER and SIGNATURE interbody spacers are designed for reliable delivery through smaller MIS incisions with streamlined implants and instruments. Our REVOLVE pedicle screw system is designed for MIS screw and rod insertion through small incisions, and utilizes a convenient non-threaded locking cap design. Other disruptive technology products, such as TRANSITION, provide for stabilization that is less rigid than traditional pedicle screw systems for more natural load distribution to help promote fusion while maintaining stability. Similarly, our motion preservation products, such as SECURE-C and SECURE-CR, are next-generation arthroplasty devices that allow segmental motion, are semi-constrained to enhance stability, and provide alternatives to fusion in the treatment of degenerative conditions. Our advanced biomaterials products, including MICROFUSE resorbable bone void filler and CONDUCT ceramic-collagen, are well suited for posterolateral fusion procedures in which our innovative stabilization systems are also used.

A selection of our MIS, motion preservation and advanced biomaterials products are presented in the tables below:

Minimally Invasive Surgery

Selected Product	Description	Region	Launch
CALIBER-L	Expandable lateral lumbar interbody fusion device with PEEK endplates	United States International	2012
CALIBER	Expandable posterior lumbar interbody fusion device with PEEK endplates	United States International	2011
INTERCONTINENTAL	Lateral lumbar PEEK interbody fusion devise with integrated plate and screws	United States International	2011
REVLOK	MIS pedicle screw system for improved fixation in weakened bone	International	2011
MARS 3V	3 blade retractor system for minimally invasive lateral and posterior lumbar procedures	United States International	2010
TRANSCONTINENTAL	Lateral lumbar PEEK interbody fusion device	United States International	2009
REVOLVE	Minimally invasive pedicle screw and rod system with integrated reduction sleeve and non-threaded locking mechanism	United States International	2009
SIGNATURE	Articulating PEEK transforaminal interbody fusion device	United States International	2008

Motion Preservation

Selected Product	Description	Region	Launch
ZYFLEX	Dynamic stabilization system that allows for interpedicular distance change with flanges to resist shear translation	International	2011
SP-FIX†	Interspinous process fusion device	United States	2011
SECURE-CR	Selectively constrained and dual articulating cervical disc replacement device made from radiolucent PEEK	International	2010
ORBIT-R	Selectively constrained and dual articulating anterior lumbar disc replacement made from radiolucent PEEK	International	2010
TRANSITION	Dynamic stabilization system with a compressible bumper for less rigid interpedicular fixation	United States International	2009
TRIUMPH‡	Transforaminal lumbar disc replacement device from a posteriolateral approach	International	2008
FLEXUS‡	Minimally invasive unilateral PEEK interspinous process spacer	International	2007
SECURE-C‡	Selectively constrained and dual articulating cervical disc replacement device	International	2006

‡ Investigational device in the United States.
† Pending CE marking.

Advanced Biomaterials

Selected Product	Description	Region	Launch
MICROFUSE Blocks	Resorbable cervical and lumbar interbody spacers manufactured from microspheres having different resorption profiles	International	2010
CONDUCT	Collagen/ceramic osteoconductive bone void filler	United States International	2010
RETRIEVE	Bone graft/BMA harvesting kit	United States International	2010
MICROFUSE	Resorbable bone void filler manufactured from microspheres having different resorption profiles	United States International	2009
MAINTAIN	Allograft cervical interbody fusion spacer	United States International	2006

Clinical Development Programs

In addition to the products we currently market, we continue to develop and test novel spine products. As we focus our attention on developing more disruptive technologies, we are required to conduct clinical trials in order to obtain U.S. Food and Drug Administration, or FDA, approval or clearance to market some of those disruptive technologies. We are currently conducting various clinical trials under FDA-approved investigational device exemptions, or IDEs, including the following:

SECURE-C Cervical Artificial Disc

The SECURE-C Cervical Artificial Disc, or SECURE-C, device is an innovative artificial disc designed to alleviate pain and preserve motion in patients with SCDD. SECURE-C consists of a polyethylene core

articulating with two metal endplates. The device permits motion in flexion/extension, lateral bending, and axial rotation. SECURE-C comes in a range of implant sizes to accommodate varying patient anatomy. The plasma-sprayed endplates help to promote osseous fixation and the moving axis of rotation allows for more natural motion, including anterior-posterior translation.

"A Prospective Randomized Clinical Investigation of the SECURE-C Cervical Artificial Disc: A Pivotal Study" or the "SECURE-C IDE" is our ongoing U.S. trial to compare the safety and effectiveness of SECURE-C for the treatment of SCDD at one cervical level between the C3 and C7 vertebrae, compared to anterior cervical discectomy and fusion. The study is a randomized trial, meaning that patients are randomly assigned to a treatment arm, which in this trial involves treatment with SECURE-C, or a control arm, which involves treatment with our innovative fusion products. The primary endpoint of the study is to evaluate improvement in pain/disability using the Neck Disability Index. The secondary endpoint evaluates improvement in neck and arm pain measured using the Visual Analog Scale, or VAS, neurologic status, and health status.

Patients in the study must have been diagnosed with SCDD in one vertebral level between C3 and C7, have had neck or arm pain or a functional or neurologic deficit, radiographic confirmation of SCDD, and had at least six weeks of conservative treatment. Enrollment of 380 patients has been completed, with 50% randomly selected for the treatment arm and 50% for the control arm, in addition to the first five patients at each site treated with SECURE-C. Since the start of the study in July 2005, data collection has occurred at six weeks, three months, six months, 12 months, and 24 months postoperatively and annually thereafter. The SECURE-C pre-market approval, or PMA, application has been filed with FDA, and is currently under FDA review. The FDA has conducted clinical inspections at both study sites and at our headquarters and has conducted manufacturing inspections at our headquarters. We will continue to respond to FDA review or requests for information filed in support of the PMA. SECURE-C and SECURE-CR (a radiolucent version of the cervical disc) are both CE marked and are available for sale in certain jurisdictions outside the United States.

ACADIA Facet Replacement System

The current treatment for spinal stenosis calls for removal of bone around the affected nerve including the facet joints and fusing the posterior of the spine to ensure the segments remain stable. The ACADIA Facet Replacement System, or AFRS, allows for an anatomic reconstruction of the facet joint after the degenerated facet is decompressed and removed.

AFRS has been designed on the principles that have allowed other total joint replacement procedures to provide significant patient benefits. These guiding principles include an anatomically based implant design, a reproducible surgical technique, and the preservation of motion while addressing the clinical concern. Like the original facet joint, the replacement implant is designed to reproduce facet motion while restoring normal stability and motion.

We acquired the assets of facet Solutions, developers of AFRS, in January 2011. Two U.S. IDE studies are in progress to study the use of AFRS in patients suffering from spinal stenosis. A 20-patient pilot study was enrolled prior to the acquisition, and a pivotal study was underway with 130 patients enrolled at the time of the acquisition. The prospective randomized pivotal study of AFRS may enroll and treat over 300 patients randomly selected for the treatment or control arm in a 2:1 ratio. As of April 30, 2012, over 175 patients have been enrolled and treated in the study, with additional patients expected by the completion of the study in 2013. Postoperative follow-up data is obtained at six weeks, three months, six months, 12 months, 24 months and annually thereafter. AFRS is CE marked and is available for sale in certain jurisdictions outside the United States.

TRIUMPH Lumbar Disc

The TRIUMPH Lumbar Disc, or TRIUMPH, which is used in the treatment of lumbar DDD is a posterolateral artificial disc that permits motion and is the first device of its kind to be inserted from a posterolateral approach.

TRIUMPH is an articulating device comprised of two cobalt-chrome alloy components with multiple serrated keels for fixation, and titanium plasma spray coating to promote bony ingrowth. The two endplate surfaces are biconvex to conform to the vertebral endplates. The device allows for normal motion in all planes regardless of insertion angle, which can vary depending on surgical needs. This approach enables a surgeon to address the patient's posterior pathology, as needed, and to maintain important anterior anatomical structures. The device may be placed obliquely across the disc space, and has features that guide alignment in the anteroposterior and lateral planes.

An IDE pilot study is being conducted on TRIUMPH in patients suffering from back and/or leg pain associated with DDD. A total of 20 patients have been enrolled and treated with TRIUMPH. We plan to submit the required data obtained through the IDE pilot study to the FDA to gain support for a larger randomized pivotal study comparing TRIUMPH to traditional fusion in the control arm. TRIUMPH is CE marked and is available for sale in certain jurisdictions outside the United States.

Product Development and Research

The markets in which we operate are subject to rapid technological advancements. We must constantly improve our existing products and introduce new products in order to continue to succeed. Accordingly, we have made significant investments in our product development and research capabilities. For the three months ended March 31, 2012, we spent $6.7 million, or 7% of sales, on research and development, and as of March 31, 2012, we had 158 employees in our research and product development department, including engineers, highly-skilled machinists, dedicated researchers and clinical and regulatory personnel.

Our senior management team founded Globus with a goal of leveraging their experience in the spine industry to develop a distinctive product development process that could significantly reduce the length of time between a product's concept stage and commercialization. We have created a unique and highly efficient product development engine that employs an integrated team approach to product development that involves collaboration between surgeons, our engineers, our dedicated researchers and our highly-skilled machinists, as well as our clinical and regulatory personnel. This product development team formulates a design for the product and then builds and tests prototypes in our in-house prototype development and testing facility. As part of the development process, spine surgeons test the implantation of the product in our cadaveric laboratory to ensure it meets the needs of both surgeon and patient. Our team quickly refines or redesigns the prototype as necessary based on the results of the product testing, allowing us to perform rapid iterations of the design-prototype-test development cycle. We believe that our product development engine allows us to provide solutions that effectively respond to the needs of spine surgeons and their patients.

Our regulatory and clinical affairs department works in parallel with our product development teams, allowing us to anticipate and resolve issues at early stages in the development cycle. Our clinical and regulatory personnel are able to submit regulatory filings shortly after the final development testing is completed and are committed to timely and responsive communication with regulatory agencies. Though regulatory requirements are constantly changing and continued success cannot be assured, we have demonstrated an ability to gain rapid regulatory approvals of our innovative fusion products and disruptive technologies. We have demonstrated success in rapid product development, as we have successfully introduced over 100 products since we were founded in 2003 and intend to continue to launch five to ten new products in each of the next three years.

Our product development efforts are supported by our in-house research capabilities. We believe that centralizing and consolidating the critical elements of the product development and commercialization process in one facility allows us to bring products from the concept stage to the market rapidly in order to respond to surgeon and patient needs. We have the following resources at our corporate headquarters:

- A mechanical testing laboratory that provides a modern, fully-equipped facility for product testing. This capability is critical to our rapid product development process that relies on multiple iterations of the design-build-test cycle.

- Our clinical research group gathers and performs postmarket clinical research and collects data that supports our product development and sales efforts.

- A spinal kinematics laboratory contains our proprietary six degrees of freedom machine that we developed to biomechanically test cadaveric specimens. The six degrees of freedom machine enables us to simulate accurately and replicate the movement of the human spine. This enables spine surgeons and engineers to study the kinematics and kinetics of the human spine and the effects of various treatments and surgical techniques using our products.

- A tribology laboratory with machines that study the wear behavior of various bearing surfaces. This research is critical to the development of the next generation of disruptive technology products using newer bearing surfaces.

- A cadaveric laboratory simulates the operating room environment for product testing and training. This allows our product development team, including surgeons, to ensure our products meet all of their specifications and enables surgeons to develop a high level of comfort and aptitude in using the products.

- A materials characterization laboratory including a scanning electron microscope, energy dispersive spectroscopy and differentiated scanning calorimetry that allows us to view images of a device's surface to determine certain of its properties, such as topography and composition. This laboratory enables us to model and analyze failures of certain device mechanisms, such as a material's stress points, in order to improve our products.

- A computational laboratory built around a high-powered computer that conducts detailed mathematical modeling of discrete elements of a device in order to determine that device's behavior under various loading conditions. We use this mathematical modeling as a supplement to other testing methods in the design process.

Spine Community Involvement and Education

One of the defining elements of our business is the extent of our involvement in the spine surgeon community. Spine surgeons participate in various aspects of our strategy, research, product development and education through formal programs such as our Medical Board of Directors and our Strategic Advisory Board. We also have extensive informal contact with spine surgeons. For example, surgeons are invited to our corporate headquarters to interface with our executive team, review our product portfolio, participate in bioskills labs, observe surgical procedures and interact with our product development teams. Members of all product development groups and other executives routinely conduct field visits with our spine surgeon constituency. Feedback from these interactions helps us understand practitioners' needs and positions us to see key trends ahead of the competition.

We are committed to the advancement of spine care through our support of numerous educational and research programs geared towards spine surgeons, such as:

- national and regional educational courses;

- intensive hands-on cadaveric training on new products and new techniques;

- research collaboration and support;

- educational support; and

- fellowship support.

We devote significant resources to training and educating surgeons in the safe and effective use of our products and techniques. In 2011, for example, we sponsored over 35 such programs in which over 480 surgeons participated. We have also made significant investments in the creation, staffing and program offerings of Musculoskeletal Education and Research Center, or MERC. Through MERC we offer educational and training programs both internally in our modern bioskills laboratory and 100 person lecture facility and externally through regionally-based didactic education and cadaveric bioskills training programs.

We are highly focused on the training of disruptive technologies through programs such as our "Skin-to-Skin" intensive two day MIS training programs on thoracolumbar interbody fusion procedures and our lateral lumbar interbody fusion labs. To complement these intensive cadaveric bioskills training programs, we also conduct a large number of product-based programs providing surgeons with informative didactic sessions coupled with hands-on-lab segments to allow surgeons to learn and experience new instrumentation and techniques.

We have a strong commitment to research performed in conjunction with surgeons from around the world. Many surgeons, particularly in non-academic settings, lack the resources to pursue academic investigation of areas of interest, and we actively support these research opportunities as well as opportunities in collaboration with leading academic institutions. Supported by a large, focused research team, these efforts range from basic biomechanical testing conducted internally with our six degrees of freedom machine to support major clinical outcomes studies. We are committed to providing the spine surgeon community with high quality research to support the new surgical techniques and novel product designs that we develop.

In addition to the programs offered by MERC, we actively participate in trade and industry organizations, including the North American Spine Society, the American Association of Neurological Surgeons and the International Society for the Advancement of Spine Surgery. We annually provide support to such professional organizations in the form of restricted educational grants and support of specific product workshop programs. Promising spine surgeons routinely seek educational fellowships as an important part of building strong clinical skills. We annually support these fellowships through academic institutions throughout the United States.

We also provide charitable support to the medical community and the community in general. Through our charitable arm, Globus Cares, we provide financial and product support to international medical missions to underdeveloped countries around the world and to local community charitable causes.

Sales and Marketing

We market and sell our products through our exclusive global sales force. As of March 31, 2012, our U.S. sales force consisted of 336 sales representatives employed by us or our 19 exclusive independent distributors. We expect to continue to increase the number of our direct and distributor sales representatives and intend to add a total of 24 additional direct and distributor sales representatives by the end of 2012. As of March 31, 2012, our international operations consisted of 87 employees and eight exclusive independent distributors which together had sales in 17 countries during 2011. We believe the expansion of our U.S. and international sales forces provides us with significant opportunities for future growth as we continue to penetrate existing geographic markets and enter new ones.

We have developed an intensive training program that all members of our direct and independent sales force are required to attend. We expect that they will continue to develop a depth of knowledge and understanding of our products that will allow them to more effectively and efficiently generate sales.

Our sales representatives are present in the operating room during most surgeries in the United States and in many, but not all, of the other countries in which our products are sold. Our representatives have the responsibility to confirm that all of the items needed in the surgery are sterilized and available to the surgeon and

surgical staff. Various sizes and quantities of implants are made available to be able to satisfy varying surgical requirements and patient anatomy, along with numerous surgical instruments and cases needed to safely perform the surgery and implantation. As our products are used in surgeries, we ship replacement items to our sales representatives and hospitals to replenish their supply.

All of our independent distributors are compensated solely on commission. Most of our new direct sales representatives start with a compensation arrangement that is largely based on salary. Our goal is to have members of our direct sales force move toward a compensation model based solely on commission as they become familiar with our products and drive higher sales.

Suppliers

Our products are generally manufactured through a network of over 100 international and domestic third-party suppliers. Our suppliers utilize state-of-the-art, high precision, computer-aided design and computer-aided manufacturing equipment to manufacture our products. We have focused on developing a strong supplier base as part of our manufacturing strategy. Our relationship with our suppliers enables significant interaction between our design engineers and project managers and the suppliers' engineers and schedulers to work through issues arising during the entire product development cycle. Many of our suppliers, including our largest suppliers, are located within a 100-mile radius of the Philadelphia area, which affords our engineers and other members of our product development team the opportunity to work closely with them to commercialize our products.

We select our suppliers carefully. Our internal quality assurance group conducts an on-site audit of a prospective supplier before we enter into a relationship with it. Suppliers that meet our internal quality control standards are added to our approved supplier list. Except with respect to a few small suppliers who have agreed to increased audit and inspection obligations, all of our suppliers who provide us with implants or human tissue are ISO-13485 certified, meaning they meet the International Organization for Standardization, or ISO, requirements for the design and manufacture of medical devices, and/or tissue bank certified. Our quality assurance group conducts annual audits to ensure continued compliance with our standards. With every shipment of inventory that we receive, our suppliers provide a certificate of compliance with our quality control standards. Our quality assurance group also performs packaging and labeling inspections onsite at our headquarters facility.

We generally use a small number of suppliers for each of our key products for added reliability. A small percentage of our products, chiefly some of our advanced biomaterials, are manufactured in-house at our headquarters. We also use our facilities for packaging and labeling a small percentage of our inventory. A majority of our product inventory is held primarily with our sales representatives and at hospitals throughout the United States. We believe our supplier relationships and facilities will support our potential capacity needs for the foreseeable future.

We work closely with our suppliers to ensure that our inventory needs are met while maintaining high quality and reliability. To date, we have not experienced significant difficulty in locating and obtaining the materials necessary to fulfill our production requirements, and we have not experienced a meaningful backlog of sales orders.

Intellectual Property

We proactively protect our innovations by filing numerous U.S. and foreign patent applications and our growing intellectual property portfolio reflects significant investment. Complementing our internally-developed intellectual property holdings, we have also acquired intellectual property via the strategic purchase of patents in areas in which we have wished to commercialize products. We employ in-house intellectual property lawyers who oversee the maintenance of our intellectual property assets. As of April 30, 2012, we owned 98 issued U.S. patents (85 utility patents; 13 design patents) and had applications pending for 247 U.S. patents (244 utility patent applications; three design patent applications), and we owned 40 issued foreign patents and had applications pending for 95 foreign patents. One of our issued patents expires in March 2015 and the rest of our

issued patents expire between November 2019 and June 2030. We also have 39 pending U.S. trademark applications and two pending foreign trademark applications, as well as 74 trademark registrations, including 59 U.S. trademark registrations and 15 foreign trademark registrations.

We also rely upon trade secrets, know-how, continuing technological innovation, and may in the future rely upon licensing opportunities, to develop and maintain our competitive position. We protect our proprietary rights through a variety of methods, including confidentiality agreements and proprietary information agreements with suppliers, employees, consultants and others who may have access to proprietary information.

Although we believe our patents are valuable, we also believe that our knowledge and experience and our trade secret information with respect to development and manufacturing processes, materials and product design have been equally important in maintaining our proprietary product lines. As a condition of employment, we generally require employees to execute a confidentiality agreement relating to proprietary information and assigning patents and other intellectual property to us.

Competition

We believe that our significant competitors are Medtronic, DePuy (a division of Johnson & Johnson), Synthes (which is being acquired by Johnson & Johnson), Stryker and NuVasive, which together represent a significant portion of the spine market. We also compete with smaller spine participants such as Alphatec Spine, Orthofix International, and Zimmer. At any time, these or other market participants may develop alternative treatments, products or procedures for the treatment of spine disorders that compete directly or indirectly with our products. They may also develop and patent processes or products earlier than we can or obtain regulatory clearance or approvals for competing products more rapidly than we can.

We compete in the marketplace to recruit and retain qualified scientific, management and sales personnel, as well as in acquiring technologies and technology licenses complementary to our products or advantageous to our business.

Our currently marketed products are, and any future products we commercialize will be, subject to intense competition. Many of our current and potential competitors are major medical device companies that have substantially greater financial, technical and marketing resources than we do, and they may succeed in developing products that would render our products obsolete or noncompetitive. In addition, many of these competitors have significantly longer operating history and more established reputations than we do. The spine market is intensely competitive, subject to rapid change and highly sensitive to the introduction of new products or other market activities of industry participants. Our ability to compete successfully will depend on our ability to develop proprietary products that reach the market in a timely manner, receive adequate coverage and reimbursement and are safer, less invasive and more effective than alternatives available for similar purposes. Because of the size of the potential market, we anticipate that companies will dedicate significant resources to developing competing products.

Government Regulation

Our business is subject to extensive federal, state, local and foreign regulations. Some of the pertinent laws have not been definitively interpreted by the regulatory authorities or the courts, and their provisions are open to a variety of subjective interpretations. In addition, these laws and their interpretations are subject to change.

Both federal and state governmental agencies continue to subject the healthcare industry to intense regulatory scrutiny, including heightened civil and criminal enforcement efforts. We believe that we have structured our business operations and relationships with our customers to comply with all applicable legal requirements. However, it is possible that governmental entities or other third parties could interpret these laws differently and assert otherwise. We discuss below the statutes and regulations that are most relevant to our business.

U.S. Food and Drug Administration Regulation

Our products are medical devices and tissues subject to extensive regulation by the FDA and other federal, state, local and foreign regulatory bodies. FDA regulations govern, among other things, the following activities that we or our partners perform and will continue to perform:

- product design and development;
- product testing;
- product manufacturing;
- product safety;
- post-market adverse event reporting;
- post-market surveillance;
- product labeling;
- product storage;
- record keeping;
- pre-market clearance or approval;
- post-market approval studies;
- advertising and promotion; and
- product sales and distribution.

FDA's Pre-market Clearance and Approval Requirements

Unless an exemption applies, each medical device we wish to commercially distribute in the United States will require either prior 510(k) clearance or prior approval of a PMA application from the FDA. The FDA classifies medical devices into one of three classes. Devices deemed to pose lower risk are placed in either class I or II, which requires the manufacturer to submit to the FDA a pre-market notification requesting permission for commercial distribution. This process is known as 510(k) clearance. Some low risk devices are exempt from this requirement. Devices deemed by the FDA to pose the greatest risk, such as life-sustaining, life-supporting or implantable devices, or devices deemed not substantially equivalent to a previously cleared 510(k) device are placed in class III, requiring approval of a PMA application. Both pre-market clearance and PMA applications are subject to the payment of user fees, paid at the time of submission for FDA review. The FDA can also impose restrictions on the sale, distribution or use of devices at the time of their clearance or approval, or subsequent to marketing.

510(k) Clearance Pathway

To obtain 510(k) clearance, we must submit a pre-market notification demonstrating that the proposed device is substantially equivalent to a previously cleared 510(k) device or a device that was in commercial distribution before May 28, 1976 for which the FDA has not yet called for the submission of PMA applications. The FDA's 510(k) clearance pathway usually takes from three to 12 months from the date the application is

completed, but it can take significantly longer and clearance is never assured. Although many 510(k) pre-market notifications are cleared without clinical data, in some cases, the FDA requires significant clinical data to support substantial equivalence. In reviewing a pre-market notification, the FDA may request additional information, including clinical data, which may significantly prolong the review process. After a device receives 510(k) clearance, any modification that could significantly affect its safety or effectiveness, or that would constitute a major change in its intended use, will require a new 510(k) clearance or could require a PMA application. The FDA requires each manufacturer to make this determination initially, but the FDA can review any such decision and can disagree with a manufacturer's determination. If the FDA disagrees with a manufacturer's determination regarding whether a new pre-market submission is required for the modification of an existing device, the FDA can require the manufacturer to cease marketing and/or recall the modified device until 510(k) clearance or approval of a PMA application is obtained. If the FDA requires us to seek 510(k) clearance or approval of a PMA application for any modifications to a previously cleared product, we may be required to cease marketing or recall the modified device until we obtain this clearance or approval. Also, in these circumstances, we may be subject to significant regulatory fines or penalties for failure to submit the requisite PMA application(s). We have made and plan to continue to make minor additional product enhancements that we believe do not require new 510(k) clearances. In addition, the FDA is currently evaluating the 510(k) process and may make substantial changes to industry requirements, including which devices are eligible for 510(k) clearance, the ability to rescind previously granted 510(k)s and additional requirements that may significantly impact the process.

Pre-market Approval Pathway

A PMA application must be submitted if the device cannot be cleared through the 510(k) process and requires proof of the safety and effectiveness of the device to the FDA's satisfaction. Accordingly, a PMA application must be supported by extensive data including, but not limited to, technical information regarding device design and development, preclinical and clinical trials, data and manufacturing and labeling to support the FDA's determination that the device is safe and effective for its intended use. After a PMA application is complete, the FDA begins an in-depth review of the submitted information, which generally takes between one and three years, but may take significantly longer. During this review period, the FDA may request additional information or clarification of information already provided. Also during the review period, an advisory panel of experts from outside the FDA may be convened to review and evaluate the application and provide recommendations to the FDA as to the approvability of the device. In addition, the FDA will conduct a preapproval inspection of the manufacturing facility to ensure compliance with Quality System Regulations, or QSRs, which impose elaborate design development, testing, control, documentation and other quality assurance procedures in the design and manufacturing process. The FDA may approve a PMA application with post-approval conditions intended to ensure the safety and effectiveness of the device including, among other things, restrictions on labeling, promotion, sale and distribution and collection of long-term follow-up data from patients in the clinical study that supported approval. Failure to comply with the conditions of approval can result in materially adverse enforcement action, including the loss or withdrawal of the approval. New PMA applications or PMA application supplements are required for significant modifications to the manufacturing process, labeling and design of a device that is approved through the PMA process. PMA supplements often require submission of the same type of information as a PMA application, except that the supplement is limited to information needed to support any changes from the device covered by the original PMA application, and may not require as extensive clinical data or the convening of an advisory panel.

Clinical Trials

A clinical trial is almost always required to support a PMA application and may be required for a 510(k) pre-market notification. These trials generally require submission of an application for an IDE to the FDA. The IDE application must be supported by appropriate data, such as animal and laboratory testing results, showing that it is safe to evaluate the device in humans and that the testing protocol is scientifically sound. The IDE application must be approved in advance by the FDA for a specified number of subjects, unless the product is deemed a non-significant risk device and eligible for more abbreviated IDE requirements. Clinical trials for a

significant risk device may begin once the IDE application is approved by the FDA and the responsible institutional review boards. There can be no assurance that submission of an IDE will result in the ability to commence clinical trials. Additionally, after a trial begins, the FDA may place it on hold or terminate it if, among other reasons, it concludes that the clinical subjects are exposed to an unacceptable health risk. During a study, we are required to comply with the FDA's IDE requirements for investigator selection, trial monitoring, reporting, record keeping and prohibitions on the promotion of investigational devices or making safety or efficacy claims for them. We are also responsible for the appropriate labeling and distribution of investigational devices. The investigators must also obtain patient informed consent, rigorously follow the investigational plan and study protocol, control the disposition of investigational devices, and comply with all reporting and recordkeeping requirements. The FDA's grant of permission to proceed with clinical testing does not constitute a binding commitment that the FDA will consider the study design adequate to support clearance or approval. In addition, there can be no assurance that the data generated during a clinical study will meet chosen safety and effectiveness endpoints or otherwise produce results that will lead the FDA to grant marketing clearance or approval. We currently have four devices, SECURE-C, AFRS, TRIUMPH and FLEXUS Interspinous Spacer System, in human clinical trials under an IDE. We expect to launch additional clinical trials under IDEs for devices which we also expect will be required to undergo the PMA process. Our clinical trials must be conducted in accordance with FDA regulations and other federal regulations and state laws concerning human subject protection and privacy. The results of our clinical trials may not be sufficient to obtain clearance or approval of our product.

Human Cell, Tissue and Cellular and Tissue Based Products

We currently distribute MAINTAIN machined allograft, manufactured by a third-party supplier. Tissue-only products are regulated by the FDA as Human Cell, Tissue and Cellular and Tissue Based Products. FDA regulations do not currently require 510(k) clearance or approval of a PMA application before marketing these products. Tissue banks must register their establishments, list products with the FDA and comply with Current Good Tissue Practices for Human Cell, Tissue and Cellular and Tissue Based Product Establishments.

The FDA periodically inspects tissue processors to determine compliance with these requirements. Violations of applicable regulations noted by the FDA during facility inspections could adversely affect the continued marketing of our products. We believe we comply with all aspects of the Current Good Tissue Practices, although there can be no assurance that we will comply, or will comply on a timely basis, in the future. Entities that provide us with allograft bone tissue are responsible for performing donor recovery, donor screening and donor testing and our compliance with those aspects of the Current Good Tissue Practices regulations that regulate those functions are dependent upon the actions of these independent entities.

The procurement and transplantation of allograft bone tissue is subject to U.S. federal law pursuant to the National Organ Transplant Act, or NOTA, a criminal statute which prohibits the purchase and sale of human organs used in human transplantation, including bone and related tissue, for "valuable consideration." NOTA permits reasonable payments associated with the removal, transportation, processing, preservation, quality control, implantation and storage of human bone tissue. With the exception of removal and implantation, we provide services in all of these areas. We make payments to vendors in consideration for the services they provide in connection with the recovery and screening of donors. Failure to comply with the requirements of NOTA could result in enforcement action against us.

The procurement of human tissue is also subject to state anatomical gift acts and some states have statutes similar to NOTA. In addition, some states require that tissue processors be licensed by that state. Failure to comply with state laws could also result in enforcement action against us.

Pervasive and Continuing FDA Regulation

After a device is placed on the market, regardless of its classification or pre-market pathway, numerous regulatory requirements apply. These include, but are not limited to:

- establishing registration and device listings with the FDA;
- quality system regulation, which requires manufacturers to follow stringent design, testing, process control, documentation and other quality assurance procedures;
- labeling regulations, which prohibit the promotion of products for uncleared or unapproved, i.e. "off-label," uses and impose other restrictions on labeling;
- medical device reporting regulations, which require that manufacturers report to the FDA if their device may have caused or contributed to a death or serious injury or malfunctioned in a way that would likely cause or contribute to a death or serious injury if it were to recur;
- corrections and removal reporting regulations, which require that manufacturers report to the FDA field corrections and product recalls or removals if undertaken to reduce a risk to health posed by the device or to remedy a violation of the U.S. Federal Food, Drug, and Cosmetic Act, or FDCA, that may present a risk to health; and
- requirements to conduct post-market surveillance studies to establish continued safety data.

The FDA enforces these requirements by inspection and market surveillance. Failure to comply with applicable regulatory requirements can result in enforcement action by the FDA, which may include any of the following sanctions:

- untitled letters or warning letters;
- fines, injunctions and civil penalties;
- recall or seizure of our products;
- operating restrictions, partial suspension or total shutdown of production;
- refusing our request for 510(k) clearance or pre-market approval of new products;
- withdrawing 510(k) clearance or pre-market approvals that are already granted; and
- criminal prosecution.

We are subject to unannounced device inspections by the FDA, the Office of Compliance, the Center for Devices and Radiological Health, and the Center for Biologics Evaluation and Research, as well as other regulatory agencies overseeing the implementation and adherence of applicable state and federal tissue licensing regulations. These inspections may include our suppliers' facilities.

International

International sales of medical devices are subject to foreign government regulations, which vary substantially from country to country. In order to market our products in other countries, we must obtain regulatory approvals and comply with extensive safety and quality regulations in other countries. The time required to obtain approval by a foreign country may be longer or shorter than that required for FDA clearance or

approval, and the requirements may differ. The European Union/European Economic Area, or EU/EEA, requires CE conformity mark in order to market medical devices. Many other countries, such as Australia, India, New Zealand, Pakistan and Sri Lanka, accept CE or FDA clearance or approval although others, such as Brazil, Canada and Japan require separate regulatory filings.

In the EEA, our devices are required to comply with the essential requirements of the EU Medical Devices Directive. Compliance with these requirements entitles us to affix the CE conformity mark to our medical devices, without which they cannot be commercialized in the EEA. To demonstrate compliance with the essential requirements and obtain the right to affix the CE conformity mark we must undergo a conformity assessment procedure, which varies according to the type of medical device and its classification. Except for low risk medical devices (Class I), where the manufacturer can issue an EC Declaration of Conformity based on a self-assessment of the conformity of its products with the essential requirements of the Medical Devices Directive, a conformity assessment procedure requires the intervention of a Notified Body, which is an organization accredited by a Member State of the EEA to conduct conformity assessments. The Notified Body would typically audit and examine the quality system for the manufacture, design and final inspection of our devices before issuing a certification demonstrating compliance with the essential requirements. Based on this certification we can draw up an EC Declaration of Conformity which allows us to affix the CE mark to our products. We have now successfully passed several Notified Body audits since our original certification in February 2006, granting us ISO registration and allowing the CE conformity marking to be applied to certain of our devices under the European Union Medical Device Directive.

Additionally in the EEA, the procurement, testing, processing, preservation, storage and distribution of human tissues and cells is subject to the requirements of the laws of individual EEA Member States implementing Directive 2004/23/EC, Directive 2006/17/EC and Directive 2006/86/EC.

Further, the advertising and promotion of our products in the EEA is subject to the laws of individual EEA Member States implementing the EU Medical Devices Directive, Directive 2006/114/EC concerning misleading and comparative advertising, and Directive 2005/29/EC on unfair commercial practices, as well as other EEA Member State laws governing the advertising and promotion of medical devices. These laws may limit or restrict the advertising and promotion of our products to the general public and may impose limitations on our promotional activities with healthcare professionals.

Sales and Marketing Commercial Compliance

Federal anti-kickback laws and regulations prohibit, among other things, persons from knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, in exchange for, or to induce either the referral of an individual, or the purchase, order or recommendation of, any good or service paid for under federal healthcare programs such as the Medicare and Medicaid programs. Possible sanctions for violation of these anti-kickback laws include monetary fines, civil and criminal penalties, exclusion from Medicare and Medicaid programs and forfeiture of amounts collected in violation of such prohibitions.

In addition, federal false claims laws prohibit any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government, or knowingly making, or causing to be made, a false statement to get a false claim paid. Off-label promotion has been pursued as a violation of the federal false claims laws. Pursuant to FDA regulations, we can only market our products for cleared or approved uses. Although surgeons are permitted to use medical devices for indications other than those cleared or approved by the FDA based on their medical judgment, we are prohibited from promoting products for such off-label uses. Additionally, the majority of states in which we market our products have similar anti-kickback, false claims, anti-fee splitting and self-referral laws, which may apply to items or services reimbursed by any third-party payor, including commercial insurers, and violations may result in substantial civil and criminal penalties.

To enforce compliance with the federal laws, the U.S. Department of Justice, or DOJ, has increased its scrutiny of interactions between healthcare companies and healthcare providers which has led to an

unprecedented level of investigations, prosecutions, convictions and settlements in the healthcare industry. Dealing with investigations can be time- and resource-consuming. Additionally, if a healthcare company settles an investigation with the DOJ or other law enforcement agencies, the company may be required to agree to additional compliance and reporting requirements as part of a consent decree or corporate integrity agreement.

The United States and foreign government regulators have increased regulation, enforcement, inspections and governmental investigations of the medical device industry, including increased U.S. government oversight and enforcement of the Foreign Corrupt Practices Act. Whenever a governmental authority concludes that we are not in compliance with applicable laws or regulations, that authority can impose fines, delay or suspend regulatory clearances, institute proceedings to detain or seize our products, issue a recall, impose operating restrictions, enjoin future violations and assess civil penalties against us or our officers or employees and can recommend criminal prosecution. Moreover, governmental authorities can ban or request the recall, repair, replacement or refund of the cost of devices we distribute.

Additionally, the commercial compliance environment is continually evolving in the healthcare industry as some states, including California, Massachusetts and Vermont, mandate implementation of corporate compliance programs, along with the tracking and reporting of gifts, compensation and other remuneration to physicians. The PPACA also imposes new reporting and disclosure requirements on device manufacturers for any "transfer of value" made or distributed to prescribers and other healthcare providers, effective March 30, 2013. Such information will be made publicly available in a searchable format beginning September 30, 2013. Device manufacturers will also be required to report and disclose any investment interests held by physicians and their family members during the preceding calendar year. Failure to submit required information may result in civil monetary penalties of up to an aggregate of $150,000 per year (and up to an aggregate of $1 million per year for "knowing failures"), for all payments, transfers of value or ownership or investment interests not reported in an annual submission. The shifting compliance environment and the need to build and maintain robust and expandable systems to comply in multiple jurisdictions with different compliance and/or reporting requirements increases the possibility that a healthcare company may run afoul of one or more of the requirements.

Third-Party Coverage and Reimbursement

We expect that, in the future, sales volumes and prices of our products may grow to be more dependent on the availability of coverage and reimbursement from third-party payors, such as governmental programs including Medicare and Medicaid, private insurance plans and managed care programs. Reimbursement is contingent on established coding for a given procedure, coverage of the codes by the third-party payors and adequate payment for the resources used.

Physician coding for procedures is established by the American Medical Association. For coding related to spine surgery, the North American Spine Society is the primary liaison to the American Medical Association. The Centers for Medicare and Medicaid Services, or CMS, the agency responsible for administering Medicare and the National Center for Health Statistics, are jointly responsible for overseeing changes and modifications to billing codes used by hospitals for reporting inpatient procedures, and many private payors use coverage decisions and payment amounts determined by CMS for Medicare as guidelines in setting their coverage and reimbursement policies. All physician and hospital coding is subject to change which could impact coverage and reimbursement and physician practice behavior.

Independent of the coding status, third-party payors may deny coverage based on their own criteria, such as if they believe that the clinical efficacy of a device or procedure is not well established and is deemed experimental or investigational, is not the most cost-effective treatment available, or is used for an unapproved indication. We will continue to provide the appropriate resources to patients, physicians, hospitals and insurers in order to promote the best in patient care and clarity regarding reimbursement and work to reverse any non-coverage policies. For some governmental programs, such as Medicaid, coverage and reimbursement differ from state to state, and some state Medicaid programs may not pay an adequate amount for the procedures

performed with our products, if any payment is made at all. As the portion of the U.S. population over the age of 65 and eligible for Medicaid continues to grow, we may be more vulnerable to coverage and reimbursement limitations imposed by CMS. National and regional coverage policy decisions are subject to unforeseeable change and have the potential to impact physician behavior.

In international markets, reimbursement and healthcare payment systems vary significantly by country and many countries have instituted price ceilings on specific product lines. There can be no assurance that our products will be accepted by third-party payors, that coverage and reimbursement will be available or, if available, that the third-party payors' coverage and reimbursement policies will not adversely affect our ability to sell our products profitably.

Particularly in the United States, third-party payors carefully review, and increasingly challenge, the prices charged for procedures and medical products as well as any technology that they, in their own judgment, consider experimental or investigational. In addition, an increasing percentage of insured individuals are receiving their medical care through managed care programs, which monitor and often require pre-approval or pre-authorization of the services that a member will receive. For example, certain insurers, such as Cigna, Blue Cross Blue Shield of North Carolina and First Coast (the administrator of Medicare in Florida), have changed their coverage policies such that they will no longer cover and reimburse for vertebral fusions in the lumbar spine to treat multilevel degenerative disc disease or initial primary laminectomy/discectomy for nerve root decompression or spinal stenosis without documented spondylolisthesis. Many managed care programs are paying their providers on a capitated basis, which puts the providers at financial risk for the services provided to their patients by paying them a predetermined amount per member per month. The percentage of individuals covered by managed care programs is expected to grow in the United States over the next decade.

We believe that the overall escalating cost of medical products and services has led to, and will continue to lead to, increased pressures on the healthcare industry to reduce the costs of products and services. There can be no assurance that third-party coverage and reimbursement will be available or adequate, or that future legislation, regulation, or coverage and reimbursement policies of third-party payors will not adversely affect the demand for our products or our ability to sell these products on a profitable basis. The unavailability or inadequacy of third-party payor coverage or reimbursement could have a material adverse effect on our business, operating results and financial condition.

Healthcare Fraud and Abuse

Healthcare fraud and abuse laws apply to our business when a customer submits a claim for an item or service that is reimbursed under Medicare, Medicaid or most other federally-funded healthcare programs. The federal Anti-Kickback Law prohibits unlawful inducements for the referral of business reimbursable under federally-funded healthcare programs, such as remuneration provided to physicians to induce them to use certain tissue products or medical devices reimbursable by Medicare or Medicaid. The Anti-Kickback Law is subject to evolving interpretations. For example, the government has enforced the Anti-Kickback Law to reach large settlements with healthcare companies based on sham consultant arrangements with physicians. The majority of states also have anti-kickback laws which establish similar prohibitions that may apply to items or services reimbursed by any third-party payor, including commercial insurers. Further, the recently enacted Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act, collectively, the PPACA, among other things, amends the intent requirement of the federal anti-kickback and criminal healthcare fraud statutes. A person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it. In addition, the PPACA provides that the government may assert that a claim including items or services resulting from a violation of the federal anti-kickback statute constitutes a false or fraudulent claim for purposes of the false claims statutes.

If a governmental authority were to conclude that we are not in compliance with applicable laws and regulations, we and our officers and employees could be subject to severe criminal and civil penalties including, for example, exclusion from participation as a supplier of product to beneficiaries covered by Medicare or Medicaid.

Additionally, the civil False Claims Act prohibits knowingly presenting or causing the presentation of a false, fictitious or fraudulent claim for payment to the U.S. government. Actions under the False Claims Act may be brought by the Attorney General or as a qui tam action by a private individual in the name of the government. Violations of the False Claims Act can result in very significant monetary penalties and treble damages. The federal government is using the False Claims Act, and the accompanying threat of significant liability, in its investigations of healthcare providers and suppliers throughout the country for a wide variety of Medicare billing practices, and has obtained multi-million and multi-billion dollar settlements in addition to individual criminal convictions. Given the significant size of actual and potential settlements, it is expected that the government will continue to devote substantial resources to investigating healthcare providers' and suppliers' compliance with the healthcare reimbursement rules and fraud and abuse laws.

Employees

As of March 31, 2012, we had 724 employees, 158 of whom were engaged in product development, 113 in general administrative and accounting activities and 277 in sales and marketing activities. Of our employees, 375 work at our corporate headquarters in Audubon, Pennsylvania. The employees who do not work at our corporate headquarters are primarily direct sales representatives and work from their own office space. Internationally, we have 87 employees based in 15 countries. None of our employees is subject to a collective bargaining agreement and we consider our relationship with our employees to be good.

Facilities

We own our headquarters facility, which totals approximately 133,000 square feet of space on a 14 acre property in Audubon, Pennsylvania. This facility houses our research, product development, education, administration, warehouse and shipping functions, as well as our in-house manufacturing facility. Research, product development and education activities occupy approximately 50,000 square feet of our headquarters. We believe our facilities are adequate and suitable for our current needs.

Legal Proceedings

We are involved in a number of legal proceedings, suits and claims. These matters are subject to many uncertainties, and the outcomes of these matters are not within our control and may not be known for prolonged periods of time. In some actions, the claimants seek damages, as well as other relief, including injunctions prohibiting us from engaging in certain activities, which, if granted, could require significant expenditures and/or result in lost revenues. The material legal proceedings to which we are currently a party are described below.

N-Spine and Synthes Litigation

In April 2010, N-Spine, Inc. and Synthes USA Sales, LLC filed suit against us in the U.S. District Court for the District of Delaware for patent infringement. N-Spine, the patent owner, and Synthes USA, the exclusive licensee of the subject patent, allege that we willfully infringe one or more claims of the patent by making, using, offering for sale or selling our TRANSITION stabilization system product. N-Spine and Synthes USA seek injunctive relief and an unspecified amount in damages. We intend to defend our rights vigorously. This matter is in its early stages and was stayed on July 14, 2011 pending the resolution of an *inter partes* reexamination on the asserted patent granted by the U.S. Patent and Trademark Office in February 2011. In December 2011, the examiner withdrew the original grounds of rejection of the asserted patent and we have appealed the examiner's decision.

Synthes USA, LLC, Synthes USA Products, LLC and Synthes USA Sales, LLC Litigation

In July 2011, Synthes USA, LLC, Synthes USA Products, LLC and Synthes USA Sales, LLC filed suit against Globus Medical in the U.S. District Court for the District of Delaware for patent infringement. Synthes

USA LLC, the patent owner, Synthes USA Products, LLC, the exclusive licensee to manufacture products of the subject patents and Synthes USA Sales LLC, the exclusive licensee to sell products of the subject patents, allege that we willfully infringe one or more claims of three patents by making, using, offering for sale or selling our COALITION, INDEPENDENCE and INTERCONTINENTAL products. Synthes seeks injunctive relief and an unspecified amount in damages. We intend to defend our rights vigorously. This matter is in its early stages and its outcome is uncertain.

L5 Litigation

In December 2009, we filed suit in the Court of Common Pleas of Montgomery County, Pennsylvania against our former exclusive independent distributor L5 Surgical, LLC and its principals, seeking an injunction and declaratory judgment concerning certain restrictive covenants made to L5 by its sales representatives. L5 brought counterclaims against us alleging tortious interference, unfair competition and conspiracy. The injunction phase was resolved in September 2010, and the parties' underlying damages claims are pending. We intend to defend our rights vigorously. This matter is currently in discovery and its outcome is uncertain.

NuVasive Infringement Litigation

In October 2010, NuVasive, Inc. filed suit against us in the U.S. District Court for the District of Delaware for patent infringement. NuVasive, the patent owner, alleges that we willfully infringe one or more claims of three patents by making, using, offering for sale or selling our MARS 3V, TRANSCONTINENTAL, and INTERCONTINENTAL products. NuVasive seeks injunctive relief and an unspecified amount in damages. We intend to defend our rights vigorously. This matter is currently in the discovery stage and, more specifically, is in the claim construction process. Additionally, we sought *inter partes* reexaminations of the patents asserted by NuVasive in the U.S. Patent and Trademark Office, which were granted in April 2012. The outcome of this matter is uncertain.

NuVasive Employee Litigation

In the past two years, we hired several employees who were formerly employed by NuVasive, Inc. In July 2011, NuVasive filed suit against us in the District Court of Travis County Texas alleging that our hiring of one named former employee and other unnamed former employees constitutes tortious interference with their contract with employees, and with prospective business relationships, as well as aiding and abetting the breach of fiduciary duty. NuVasive is seeking compensatory damages, permanent injunction, punitive damages and attorneys' fees. We intend to defend our rights vigorously. This matter is in its very early stages and its outcome is uncertain.

Bianco Litigation

On March 21, 2012, Sabatino Bianco filed suit against us in the Federal District Court for the Eastern District of Texas claiming that we misappropriated his trade secret and confidential information and improperly utilized it in developing our CALIBER product. Bianco alleges that we engaged in misappropriation of trade secrets, breach of contract, unfair competition, fraud and theft and seeks correction of inventorship, injunctive relief and exemplary damages. On April 20, 2012, Bianco filed a motion for a preliminary injunction, seeking to enjoin us from making, using, selling, importing or offering for sale our CALIBER product. We intend to defend our rights vigorously. This matter is in its very early stages and the outcome is uncertain.

MANAGEMENT

Executive Officers, Directors and Other Significant Employees

The following table sets forth information concerning our directors, executive officers and significant employees as of April 30, 2012:

Name	Age	Position	Term Expires (1)
David C. Paul (2), (4)	45	Chairman and Chief Executive Officer	2013
David M. Demski (4)	54	Director, President and Chief Operating Officer	2014
Richard A. Baron	56	Senior Vice President and Chief Financial Officer	
A. Brett Murphy	47	Executive Vice President, US Sales	
David D. Davidar	46	Director and Vice President, Operations	2015
Kurt C. Wheeler (2)	59	Director	2014
Robert W. Liptak(2), (3)	48	Director	2015
Daniel T. Lemaitre (2), (3)	58	Director	2013
Ann D. Rhoads (3), (4)	46	Director	2013

(1) Our board of directors will be divided into three classes of the same or nearly the same number of directors, each serving staggered three year terms expiring in the years set forth in this table for each applicable director. See "Description of Capital Stock—Certain Provisions of Our Certificate of Incorporation and Bylaws."

(2) Member of the compensation committee.

(3) Member of the audit committee.

(4) Member of the nominating and corporate governance committee.

The following is a biographical summary of the experience of our executive officers, significant employees and directors:

Executive Officers, Significant Employees and Directors

David C. Paul has served as our Chief Executive Officer and as one of our directors since our inception in 2003. He is a member of our compensation committee and our nominating and corporate governance committee. Prior to founding Globus, Mr. Paul was employed at Synthes from March 1996 to January 2003 in various positions. He served as Director of Product Development for Synthes in his last position, where he was responsible for product development and marketing functions. Prior to Synthes, Mr. Paul worked as a Research Engineer in biomaterials research at Temple University from 1994 to 1995. Mr. Paul is a named inventor on approximately 45 patents and 74 pending patent applications. Mr. Paul received a B.S. in Mechanical Engineering from the University of Madras, and an M.S. in Computer Integrated Mechanical Engineering Systems from Temple University. Mr. Paul brings to our board of directors valuable perspective and experience as our founder, CEO and largest stockholder, as well as leadership skills, industry experience and knowledge, discipline and dedication to our mission that qualify him to serve as one of our directors.

David M. Demski has served as our President and Chief Operating Officer since August 2008 and as one of our directors since our inception in 2003. He is a member of our nominating and corporate governance committee. From 2003 to July 2008, Mr. Demski served as our Chief Financial Officer. Prior to joining Globus, in 2003, Mr. Demski founded Cornerstone Capital LBO Fund, a boutique leveraged buyout consultancy.

Mr. Demski's experience also includes serving as Vice President for Gilo Ventures, a Silicon Valley-based venture capital fund, from 2000 to 2001, and serving as Chief Operating Officer of Rendall and Associates, a telecommunications-focused consulting firm, from 1994 to 2000. He also managed regional and international distribution for Domino's Pizza during the company's growth in the late 1980s. Previously he was an audit supervisor for Peat, Marwick, Mitchell & Company. Mr. Demski received a B.S. in Business Administration from the University of Michigan and an M.B.A. from Stanford Graduate School of Business. Mr. Demski's extensive leadership and experience at our company and knowledge of our finances and operations, including as one of the founders of our company, as well as his prior experience in the investing and auditing industries, bring to our board critical strategic planning, financial, operations and leadership skills and qualify him to serve as one of our directors.

Richard A. Baron has served as our Senior Vice President and Chief Financial Officer since January 2012. Prior to joining Globus, Mr. Baron served as an independent consultant to various early stage biotech and technology companies from April 2011 to January 2012. From May 2008 through April 2011, Mr. Baron served as Vice President, Finance and Chief Financial Officer of Avid Radiopharmaceuticals, a biotech company developing an imaging agent for Alzheimer's, which was sold to Eli Lilly in November 2011. From March 2007 to June 2008, Mr. Baron served as Senior Vice President, Finance and Chief Financial Officer of eResearch Technology, Inc (NASDQ: ERES). Mr. Baron also served as Vice President, Finance and Chief Financial Officer of Animas Corporation, a manufacturer and distributor of Insulin Infusion Pumps, (NASDAQ: PUMP), from May 2000 through its sale to Johnson & Johnson in February 2007. Prior to that time Mr. Baron served as Vice President, Finance and Chief Financial Officer for Genex Services, a managed care provider for workers compensation and disability and Marsam Pharmaceuticals Inc., a generic manufacturer of injectable anti-invectives and was a manager with the Financial Advisory Services and Emerging Business Services groups at PricewaterhouseCoopers. Mr. Baron holds a B.S. in Economics, concentration in Accounting, from the Wharton School of the University of Pennsylvania.

A. Brett Murphy has served as our Executive Vice President, U.S. Sales since February 2011. Mr. Murphy served as our Vice President, U.S. Sales—West, from November 2006 to February 2011, and as the Area Director for our South region from June 2005 to November 2006. Prior to joining Globus, Mr. Murphy served in various sales and management roles at Synthes from July 1995 to May 2005. Between November 1992 and June 1995, Mr. Murphy was a sales representative for Smith & Nephew Richards. Mr. Murphy also served as an officer in the United States Marine Corps between 1987 and 1992. Mr. Murphy received a B.S. in General Studies from Louisiana State University.

David D. Davidar has served as our Vice President, Operations and as a director since 2003. Prior to joining Globus, Mr. Davidar served as the Executive Director of Highway Home, an assisted living facility, from 1995 to 2003. Mr. Davidar also served in a management capacity for Pizza Hut, Inc. from 1993 to 1995. Mr. Davidar received a B.Com. in Commerce, Economics and Management from the University of Madras, a Post-Graduate diploma in Personnel Management at the Madras School of Social Work, and an M.B.A. from Bloomsburg University. Mr. Davidar's role as one of our founders and his operational leadership of our company have contributed significantly to our success and provided him with a deep familiarity with our company, its history and business and brings to our board valuable operational insight and managerial skill that qualify him to serve as one of our directors.

Kurt C. Wheeler has been a co-founder and Managing Director of Clarus Ventures, LLC since that firm's inception in 2005. He has served as one of our directors since July 2007 and is a member of our compensation committee. He has over 25 years of direct investment and industry experience within the healthcare sector, including being a General Partner at MPM Capital, L.P., a healthcare venture capital firm, since 2000. Mr. Wheeler was a co-founder and CEO of InControl (NASDAQ: INCL), a publicly traded medical device company that was acquired by Guidant Corporation in 1998. Prior to founding InControl, he was a Principal with the Mayfield Fund, a private equity firm, focusing on healthcare investing. Mr. Wheeler began his career with Eli Lilly & Co., a pharmaceutical company. Mr. Wheeler also sits on the Boards of Directors of

Medasys, SFJ Pharmaceuticals, Inc., Zogenix, Inc. (NASDAQ: ZGNX), and Cardiac Dimensions, Inc. Previously he was responsible for investments in the following medical device companies: Hemosense (AMEX: HEM), Intratherapeutics, Inc. and SenoRx, Inc. (NASDAQ: SENO), and the following biopharmaceutical companies: Eyetech Pharmaceuticals, Inc. (NASDAQ: EYET), Neuromed Pharmaceuticals, Ltd. (NASDAQ: CRXX) and Somaxon Pharmaceuticals, Inc. (NASDAQ: SOMX). Mr. Wheeler holds a B.A. from Brigham Young University and an M.B.A. from Northwestern University. Mr. Wheeler's background as a chief executive officer of a large, publicly-traded medical device company, his extensive experience at the board level in various healthcare companies and his experience as a venture capitalist focused in the medical device and biopharmaceutical industries, brings to our board critical skills related to financial oversight of complex organizations, strategic planning, and corporate governance and qualify him to serve as one of our directors.

Robert W. Liptak has been Managing Director of Clarus Ventures, LLC since the firm's inception in 2005. He has served as one of our directors since July 2007 and is a member of our compensation committee and our audit committee. He has over 20 years of experience in investment management focusing primarily on the establishment and management of various investment management businesses, including as a General Partner in MPM Capital, L.P., a healthcare venture capital firm, from 2001 to 2008. From 1995 to 2001, Mr. Liptak was a Partner with the Geometry Group, a diversified asset management firm focused on establishing investment management firms. From 1992 to 1995, Mr. Liptak was Vice President of Finance for Global Asset Management (USA) Inc., an asset management firm, and began his career in 1986 with Price Waterhouse where he was a Manager in its Capital Markets Group. Mr. Liptak holds a B.A. in Accounting and Finance from LaSalle University and an M.B.A. from Columbia University. Mr. Liptak is a certified public accountant. Mr. Liptak's broad experience as an investment management professional in the healthcare industry, his leadership roles and his financial and accounting skills and expertise, which would qualify him to serve as the "audit committee financial expert" on our audit committee, as well as his deep understanding of our company through service as a director qualify him to serve as one of our directors.

Daniel T. Lemaitre has served on our board of directors since April 2011, and is a member of our compensation committee and audit committee. Currently, Mr. Lemaitre is the President, Chief Executive Officer and a director of White Pine Medical, a venture-backed medical device start-up company. Prior to White Pine Medical, Mr. Lemaitre served as the President and Chief Executive Officer of CoreValve, a privately-held company focused on percutaneous aortic valve replacement, from April 2008 until its acquisition by Medtronic, Inc., a publicly-traded medical device company, in April 2009. From 2005 until March 2008, Mr. Lemaitre was a Senior Vice President at Medtronic, where he led the company's strategic planning and corporate development. Prior to joining Medtronic, Mr. Lemaitre spent 28 years as an investment analyst in the medical device field. This included 18 years with SG Cowen, where he was a managing director and led the healthcare research team, and six years with Merrill Lynch. Mr. Lemaitre holds a B.A. in Economics from Bethany College and an M.B.A. from Bowling Green State University. Mr. Lemaitre also serves on the board of directors of Endologix, Inc. (NASDAQ:ELGX). Mr. Lemaitre's extensive business, managerial, executive and leadership experience in the medical device industry, including having served as chief executive officer of a medical device company and as senior vice president of one of the world's leading medical technology companies, as well as his current experience as a director of a publicly-traded medical device company brings to our board a meaningful understanding of our business and industry and valuable skills related to strategic planning for a public company. These skills and experience, as well as his financial and accounting skills and expertise, which allow him to serve as the "audit committee financial expert" on our audit committee, qualify him to serve as one of our directors.

Ann D. Rhoads has served on our board of directors since July 2011, and is a member of our audit committee and our nominating and corporate governance committee. Currently, Ms. Rhoads is the Executive Vice President and Chief Financial Officer of Zogenix, Inc. (NASDAQ:ZGNX), a pharmaceutical company. From 2000 through the end of 2009, Ms. Rhoads served as the Chief Financial Officer of Premier, Inc., a healthcare supply management company. From 1998 to 2000, she was Vice President, Strategic Initiatives at Premier, Inc. From 1993 to 1998, Ms. Rhoads was a Vice President of The Sprout Group, an institutional venture capital firm. Ms. Rhoads holds a B.S. in Finance from the University of Arkansas and a M.B.A. from the Harvard

Graduate School of Business Administration. Ms. Rhoads also serves on the board of directors of Novellus Systems, Inc. (NASDAQ:NVLS). Ms. Rhoads' experience as the chief financial officer of a publicly-traded pharmaceutical company and as a member of the board of directors of a publicly-traded company brings to our board and the committees of our board valuable financial skills and expertise, which would qualify her to serve as an "audit committee financial expert" on our audit committee, and significant executive management experience and leadership skills, as well as a strong understanding of corporate governance principles.

Director Independence

Our board of directors has affirmatively determined that Messrs. Wheeler, Liptak and Lemaitre and Ms. Rhoads meet the definition of "independent director" under New York Stock Exchange listing standards.

After completion of this offering, we will be a "controlled company" as set forth in New York Stock Exchange Rule 303A.00 because more than 50% of the voting power of our common stock will be held by David C. Paul. Under New York Stock Exchange rules, a "controlled company" may elect not to comply with certain New York Stock Exchange corporate governance requirements, including the requirement that a majority of the board of directors consist of independent directors and the requirement that directors nominations and executive compensation must be approved by a majority of independent directors or a nominating and corporate governance committee or compensation committee comprised solely of independent directors. We intend to rely on certain of these exemptions from the corporate governance requirements. In particular, though we have determined that a majority of our directors and all of the members of our audit committee are independent, our compensation committee does not, and our nominating and corporate governance committee will not, consist entirely of independent directors. Accordingly, you may not have the same protections afforded to stockholders of companies that are subject to all of the New York Stock Exchange corporate governance requirements.

Family Relationships

There is no family relationship between any director, executive officer or person nominated to become a director or executive director.

Board of Directors

Composition of our Board of Directors upon the Closing of this Offering

Our bylaws provide that our board of directors must consist of between five and 11 directors, and such number of directors within this range may be determined from time to time by resolution of our board of directors or our stockholders. Upon the closing of this offering, we will have seven directors. Our board of directors will be divided into three classes, as follows:

- Class I, which will initially consist of David C. Paul, Daniel T. Lemaitre and Ann D. Rhoads, whose terms will expire at our annual meeting of stockholders to be held in 2013;
- Class II, which will initially consist of David M. Demski and Kurt C. Wheeler, whose terms will expire at our annual meeting of stockholders to be held in 2014; and
- Class III, which will initially consist of David D. Davidar and Robert W. Liptak, whose terms will expire at our annual meeting of stockholders to be held in 2015.

Upon the expiration of the initial term of office for each class of directors, each director in such class shall be elected for a term of three years and serve until a successor is duly elected and qualified or until his or her earlier death, resignation or removal. Any additional directorships resulting from an increase in the number of directors or a vacancy may be filled by the directors then in office or stockholders (at a duly convened meeting).

Directors may be removed with or without cause by the affirmative vote of a majority of the shares then entitled to vote at an election of directors; provided that, whenever the holders of any class or series of stock are entitled to elect one or more directors, removal of such directors shall be by the holders of a majority of the shares of such class or series of stock then entitled to vote at an election of directors. Because only one-third of our directors will be elected at each annual meeting, two consecutive annual meetings of stockholders could be required for the stockholders to change a majority of the board. Kurt C. Wheeler and Robert W. Liptak serve on our board of directors as nominees of Clarus Lifesciences I, L.P., or Clarus, and David C. Paul, David M. Demski, David D. Davidar, Daniel T. Lemaitre and Ann D. Rhoads serve on our board of directors as nominees of certain of our common stockholders, in each case pursuant to an agreement among us and certain of our stockholders, described under "Certain Relationships and Related Transactions—Voting Agreement."

Our current and future executive officers and significant employees serve at the discretion of our board of directors.

Committees of our Board of Directors

Our board of directors has three permanent committees: the audit committee, the compensation committee, and the nominating and corporate governance committee. The board of directors recently adopted written charters for our compensation committee and our nominating and corporate governance committee, and intends to adopt a written charter for our audit committee, all of which will be available on our website upon the closing of this offering. In addition, from time to time, special committees may be established under the direction of our board of directors when necessary to address specific issues.

Audit Committee

We have an audit committee consisting of Ann D. Rhoads, Daniel T. Lemaitre and Robert W. Liptak. Upon the closing of this offering, the audit committee will be responsible for, among other things:

- appointing, terminating, compensating and overseeing the work of any accounting firm engaged to prepare or issue an audit report or other audit, review or attest services;
- reviewing and approving, in advance, all audit and non-audit services to be performed by the independent auditor, taking into consideration whether the independent auditor's provision of non-audit services to us is compatible with maintaining the independent auditor's independence;
- reviewing and discussing the adequacy and effectiveness of our accounting and financial reporting processes and controls and the audits of our financial statements;
- establishing and overseeing procedures for the receipt, retention and treatment of complaints received by us regarding accounting, internal accounting controls or auditing matters, including procedures for the confidential, anonymous submission by our employees regarding questionable accounting or auditing matters;
- investigating any matter brought to its attention within the scope of its duties and engaging independent counsel and other advisors as the audit committee deems necessary;
- determining compensation of the independent auditors and of advisors hired by the audit committee and ordinary administrative expenses;
- reviewing and discussing with management and the independent auditor the annual and quarterly financial statements prior to their release;
- monitoring and evaluating the independent auditor's qualifications, performance and independence on an ongoing basis;

- reviewing reports to management prepared by the internal audit function, as well as management's response;
- reviewing and assessing the adequacy of the formal written charter on an annual basis;
- reviewing and approving related-party transactions for potential conflict of interest situations on an ongoing basis;
- serving as the Qualified Legal Compliance Committee in accordance with Section 307 of the Sarbanes-Oxley Act of 2002 and the rules and regulations of the SEC; and
- handling such other matters that are specifically delegated to the audit committee by our board of directors from time to time.

Our board of directors has affirmatively determined that Mr. Lemaitre is an "audit committee financial expert" and that each member of our audit committee, Messrs. Liptak and Lemaitre and Ms. Rhoads, meets the definition of an "independent director" for purposes of serving on an audit committee under New York Stock Exchange Rule 303A.07.

Compensation Committee

We have a compensation committee consisting of Daniel T. Lemaitre, Robert W. Liptak and Kurt C. Wheeler, each of whom has been determined to be an independent director, and David C. Paul, our CEO. Upon the closing of this offering, the compensation committee will be responsible for, among other things:

- reviewing and approving the compensation, employment agreements and severance arrangements and other benefits of all of our executive officers and key employees;
- reviewing and approving, on an annual basis, the corporate goals and objectives relevant to the compensation of the executive officers, and evaluating their performance in light thereof;
- reviewing and making recommendations, on a annual basis, to the board of directors with respect to director compensation;
- reviewing and discussing with management our Compensation Discussion & Analysis, or CD&A, and recommending that the CD&A be included in the annual proxy statement and annual report on Form 10-K;
- reviewing and assessing, periodically, the adequacy of the formal written charter; and
- such other matters that are specifically delegated to the compensation committee by our board of directors from time to time.

Messrs. Lemaitre, Liptak and Wheeler also serve on our equity compensation committee, a subcommittee of our compensation committee established to administering our equity-based compensation plans.

Nominating and Corporate Governance Committee

Upon the effectiveness of this registration statement, our nominating and corporate governance committee will consist of Ann D. Rhoads, who has been determined to be an independent director, David C. Paul, our CEO, and David M. Demski, our President and COO. Upon completion of this offering, the nominating and corporate governance committee will be responsible for, among other things:

- identifying and screening candidates for our board of directors, and recommending nominees for election as directors;

- establishing procedures to exercise oversight of the evaluation of the board of directors and management;
- developing and recommending to the board of directors a set of corporate governance guidelines, as well as reviewing these guidelines and recommending any changes to the board of directors;
- reviewing the structure of the board's committees and recommending to the board for its approval directors to serve as members of each committee, and where appropriate, making recommendations regarding the removal of any member of any committee;
- reviewing and assessing the adequacy of the formal written charter on an annual basis; and
- generally advising our board of directors on corporate governance and related matters.

Our board of directors may from time to time establish other committees.

Compensation Committee Interlocks and Insider Participation

None of our executive officers serves as a member of the board of directors or compensation committee (or other committee performing equivalent functions) of any entity that has one or more executive officers serving on our board of directors or compensation committee. No interlocking relationship exists between any member of the board of directors or any member of the compensation committee (or other committee performing equivalent functions) of any other company.

Mr. Paul, our CEO, has served on our compensation committee since 2007.

We have entered into an indemnification agreement with each of our directors, including Messrs. Paul, Wheeler and Liptak, who comprise our compensation committee. See "Certain Relationships and Related-Party Transactions—Indemnification Agreements with our Directors and Officers."

From March 2004 to February 2010, Mr. Paul also served as an officer and director of one of our third-party suppliers. See "Certain Relationships and Related-Party Transactions—Supplier."

Code of Conduct

We recently adopted a revised code of ethics relating to the conduct of our business by all of our employees, officers and directors, as well as a code of ethics specifically for our principal executive officer and senior financial officers, both of which will be posted on our website, *www.globusmedical.com*.

Director Compensation

With the exception of Mr. Lemaitre and Ms. Rhoads, we did not pay our current directors any compensation for serving on our board of directors during 2011. The table below summarizes the compensation received by our directors who received compensation from us for the fiscal year ended December 31, 2011.

Name and Principal Position(1)	Fees earned or paid in cash ($)	Option Awards ($) (2)	Total ($)
Daniel T. Lemaitre	$27,500(3)	$ 83,142	$110,642
Ann D. Rhoads	$22,500(4)	$76,908	$ 99,408

(1) Mr. Davidar is an executive officer (but is not a named executive officer) who serves as a director and did not receive additional compensation for services provided as a director. He therefore need not be included herein as per SEC guidance.

(2) Reflects the compensation expense we recognized for the year ended December 31, 2011 for financial statement purposes, computed in accordance with Financial Accounting Standards Board, or FASB, Accounting Standards Codification, or ASC, Topic 718, Stock Compensation. These values have been determined based on the assumptions set forth in Note 11 to our consolidated financial statements included elsewhere in this prospectus.

(3) Reflects the pro-rated amounts of Mr. Lemaitre's annual retainer for the period following April 2011 during which he served as a director plus all relevant 2011 meeting fees.

(4) Reflects the pro-rated amounts of Ms. Rhoads' annual retainer and audit committee chair fee for the period following July 2011 during which she served as a director plus all relevant 2011 meeting fees.

Narrative Disclosure Relating to Director Compensation Table

Director Compensation

With the exception of Mr. Lemaitre and Ms. Rhoads, we did not pay our current non-employee directors any compensation for serving on our board of directors during 2011. We did, however, reimburse all non-employee directors for expenses incurred in connection with their service on the board of directors, including reimbursement of expenses incurred in connection with attending board of directors' meetings.

In April 2011, our board of directors approved a new compensation plan for our non-employee directors who are not affiliated with Clarus. Pursuant to this plan, these directors receive from us an annual retainer of $40,000, as well as meeting fees of $2,500 for each board meeting attended in person and $1,000 for each meeting attended telephonically. In addition, the chair of the audit committee, who is currently Ms. Rhoads, will receive $30,000 per year for serving as committee chair.

Option Grants

In April 2011, our board of directors granted an option to purchase 50,000 shares to Mr. Lemaitre pursuant to our 2008 Stock Plan, with an exercise price of $3.47 per share. In July 2011, our board of directors granted an option to purchase 50,000 shares to Ms. Rhoads pursuant to our 2008 Stock Plan, with an exercise price of $3.28 per share. Each of these stock options vests over a three year period, subject to continued service on the board of directors.

Following the completion of this offering, the non-cash compensation for our non-employee directors will consist of grants of options to purchase our common stock under our 2012 Stock Incentive Plan described under "Executive Compensation—2012 Equity Incentive Plan."

EXECUTIVE COMPENSATION

The discussion below includes a review of our compensation decisions with respect to 2011 for our "named executive officers," including our principal executive officer and our two other most highly compensated executive officers. Our named executive officers for 2011 were:

- David C. Paul, who currently serves as our Chairman and Chief Executive Officer, or CEO, and is our principal executive officer;
- David M. Demski, who currently serves as our President and Chief Operating Officer, and was our principal financial officer from June 7, 2011 until January 3, 2012; and
- A. Brett Murphy, who currently serves as our Executive Vice President, U.S. Sales.

Key Elements of Our Compensation Program for 2011

In 2011, we compensated our named executive officers through a combination of base salary, annual cash bonus payments, long-term equity incentives in the form of stock options, and benefits that include:

- health, vision and dental insurance;
- paid time off;
- life insurance;
- short- and long-term disability insurance;
- a 401(k) plan with a defined matching of contributions;
- relocation assistance;
- gym membership reimbursement;
- mobile telephone reimbursement; and
- car allowance.

We do not use specific formulas or weightings in determining the allocation of the various compensation elements. Instead, the compensation for each of our named executive officers has been designed to provide a combination of fixed and at-risk compensation that is tied to achievement of our short- and long-term objectives. We believe that this approach achieves the primary objectives of our compensation program.

Summary Compensation Table

The following table sets forth summary compensation information for our named executive officers for the fiscal year ended December 31, 2011. The table below includes all compensation paid by the Company to the named executive officers for services rendered in 2011.

Name and Principal Position	Year	Salary ($) (1)	Option Awards ($) (2)	Non-Equity Incentive Plan Compensation ($) (3)	All Other Compensation ($)	Total ($)
David C. Paul, Chairman and Chief Executive Officer	2011	$ 360,360	$ 91,045	$536,250	$ 32,789(4)	$1,020,444
David M. Demski, President and Chief Operating Officer	2011	$ 304,128	$ 91,045	$ 393,250	$ 32,789(4)	$ 821,212
A. Brett Murphy, Executive Vice President, U.S. Sales(5)	2011	$266,606(5)	$143,838	$ 275,000	$256,704(6)	$ 942,148

(1) Reflects base salary earned during the fiscal year covered.

(2) Reflects the compensation expense we recognized for the year ended December 31, 2011 for financial statement, computed in accordance with Financial Accounting Standards Board, or FASB, Accounting Standards Codification, or ASC, Topic 718, Stock Compensation. These values have been determined based on the assumptions set forth in Note 11 to our consolidated financial statements included elsewhere in this prospectus.

(3) Reflects the amount approved by our compensation committee as cash incentive to executive officers for 2011 based upon satisfaction of the criteria under our 2011 bonus program, with payments made in January 2012. See "Executive Compensation—Annual Cash Bonus" for a discussion of that program.

(4) Includes participation in our group health insurance benefits, car allowance, Company 401(k) plan matching contributions and life insurance premiums.

(5) Mr. Murphy was promoted to Executive Vice President, U.S. Sales on February 8, 2011. His annual salary was increased to $275,000 as of that date.

(6) Includes participation in our group health insurance benefits, car allowance, Company 401(k) plan matching contributions, relocation expenses, life insurance premiums and a $227,248 bonus in connection with Mr. Murphy's promotion.

Employment Agreements

Neither Mr. Paul nor Mr. Demski is a party to an employment agreement with us. A description of Mr. Murphy's employment agreement is set forth below.

Mr. Murphy's Employment Agreement

In June 2005 we entered into a vice president employment agreement with Mr. Murphy, our current Executive Vice President, U.S. Sales, which we subsequently amended in November 2006 and February 2011. Mr. Murphy's employment remains "at will," meaning that Mr. Murphy's employment may be terminated by either party for any or no reason at any time. The agreement provides a base salary of $275,000 and a monthly auto allowance. Upon signing the second amendment in November 2011, Mr. Murphy received a signing bonus of $227,248, which we applied to the payment of the outstanding balance of a promissory note between Mr. Murphy and us from November 2006. Mr. Murphy is able to earn an annual bonus of $275,000 based on individual and company performance, contingent upon the achievement of sales quotas as defined by, and subject to change at the discretion of, the Company.

Mr. Murphy is entitled to receive his base salary for six months in the event we terminate his employment without cause or if Mr. Murphy resigns for good reason. However, if during those six months, Mr. Murphy secures employment with another individual or entity, we may offset against our payments to Mr. Murphy the amount of any compensation he receives from his subsequent employer during the six-month severance period. All severance payments are conditioned on Mr. Murphy signing a general release of claims against us. If Mr. Murphy resigns from the Company without good reason or upon a voluntary resignation, he is not entitled to these severance payments. Additionally, Mr. Murphy is not entitled to these severance payments if we terminate his employment for cause or in the event of his death, disability, or our bankruptcy, liquidation, dissolution, or discontinuance of our business. We may recoup all profits, compensation, commissions, remuneration or benefits that Mr. Murphy directly or indirectly realized as a result of or growing out of or in connection with Mr. Murphy's violation of his employment agreement. Under Mr. Murphy's employment agreement, resignation for good reason is defined as a materially adverse change or material diminution in the office, title, duties, powers, authority or responsibilities of Mr. Murphy, which change or diminution is not corrected during a specified cure period, or our failure to pay his base salary that has become due and payable which is not corrected during a specified cure period. Termination for cause, which will be decided by a majority

vote of our board of directors, is defined as any material breach of the agreement by Mr. Murphy, any failure to diligently and properly perform his duties, his failure to comply with the policies and directives of the board of directors which failure is not corrected during a specified cure period, any dishonest or illegal action or other action that is materially detrimental to the interest and well-being of the Company, including to our reputation, any failure by Mr. Murphy to fully disclose any material conflict of interest he may have with the Company in a transaction involving the Company which conflict is materially detrimental to the interest of the Company, or any adverse act or omission that would be required to be disclosed pursuant to securities laws or that would limit our ability to sell securities under any Federal or state law or that would disqualify the Company from any exemption otherwise available to us. Mr. Murphy also entered into our no competition and non-disclosure agreement in connection with this employment agreement.

In connection with his employment agreement, we granted Mr. Murphy options to purchase our common stock. For further information, see "Executive Compensation—Outstanding Equity Awards as of December 31, 2011."

Equity Compensation Plans

Our board of directors and stockholders have adopted a 2003 Stock Plan and a 2008 Stock Plan. In connection with this offering, our board of directors has adopted, subject to approval by our stockholders, a 2012 Equity Incentive Plan. The number of shares reserved for issuance, number of shares issued, number of shares underlying outstanding stock options and number of shares remaining available for future issuance under each plan (in each case before giving effect to the for reverse stock split that will occur immediately prior to the closing of this offering), as of March 31, 2012, is as follows:

Plan	Number of Shares Reserved for Issuance	Number of Shares Issued	Number of Shares Underlying Outstanding Options	Number of Shares Remaining Available for Future Issuance
2003 Stock Plan	22,500,000	8,658,655	11,728,074	2,113,271
2008 Stock Plan	9,874,518	206,144	9,668,374	—
2012 Equity Incentive Plan	10,125,482	—	—	10,125,482

The following description of each of our equity compensation plans is qualified by reference to the full text of those plans, which will be filed as exhibits to the registration statement of which this prospectus forms a part. Our equity compensation plans are designed to continue to give our company flexibility to make a wide variety of equity awards to reflect what the compensation committee believes at the time of such award will best motivate and reward our employees, directors, consultants and other service providers.

Amended and Restated 2003 Stock Plan

Our Amended and Restated 2003 Stock Plan, or the 2003 Plan, was originally adopted by our board of directors and approved by our stockholders in July 2006 and amended in July 2007. The 2003 Plan provides for the grant of incentive stock options, as defined under Section 422 of the Internal Revenue Code, or the Code, to employees and for the grant of non-statutory stock options to employees, consultants and non-employee directors. The 2003 Plan also provides for the grant of stock bonuses and rights to purchase shares of our stock to employees and consultants. A total of 9,000,000 shares of our Class A common stock and 13,500,000 shares of our Class B common stock have been authorized and reserved for issuance under the 2003 Plan. As of March 31, 2012, options to purchase a total of 5,569,074 shares of Class A common stock and options to purchase a total of 6,159,000 shares of Class B common stock, with a weighted exercise price of $0.68 per share, were outstanding under the 2003 Plan. Each share of Class B common stock issued under the 2003 Plan will convert into one share of our Class A common stock upon the closing of this offering.

The 2003 Plan will terminate automatically in 2013 unless terminated earlier by our board of directors. Upon the effectiveness of our initial public offering, we expect that we will no longer issue any additional awards under the 2003 Plan. Although no future awards are expected to be granted under this plan, all awards previously granted under the 2003 Plan will continue to be outstanding and will be administered under the terms and conditions of the 2003 Plan. Our board of directors, or a committee thereof, will continue to administer the 2003 Plan.

In the event of a corporate transaction where we are to be consolidated with or acquired by another entity and the acquiror assumes or replaces options granted under the 2003 Plan, options issued under the 2003 Plan will not be subject to accelerated vesting unless provided otherwise by agreement with the optionee, except in the case of a termination of the optionee's service relationship by us or the acquiror, other than for misconduct, or a resignation by the optionee due to certain material negative changes in the terms of the optionee's employment, within 60 days before or 180 days after the corporate transaction, in which case all options held by that optionee will become fully vested and exercisable. In the event of a corporate transaction where the acquiror does not assume or replace options granted under the 2003 Plan, such outstanding options will become fully vested and exercisable immediately prior to, and will terminate upon, the consummation of the corporate transaction.

2008 Stock Plan

Our 2008 Stock Plan, or the 2008 Plan, was adopted by our board of directors in December 2008 and approved by our stockholders in January 2009. The 2008 Plan provides for the grant of incentive stock options, as defined under Section 422 of the Code, to employees and for the grant of non-statutory stock options, stock bonuses and rights to purchase shares of our stock to employees, consultants and non-employee directors. A total of 10,000,000 shares of our Class C common stock have been authorized and reserved for issuance under the 2008 Plan. As of March 31, 2012, options to purchase a total of 9,668,374 shares of Class C common stock, with a weighted exercise price of $2.89 per share, were outstanding under the 2008 Plan. Each share of Class C common stock will convert to one share of our Class A common stock upon the closing of this offering.

The 2008 Plan will terminate automatically in 2018 unless terminated earlier by our board of directors. Upon the effectiveness of our initial public offering, we expect that we will no longer issue any additional awards under the 2008 Plan. Although no future awards are expected to be granted under this plan, all awards previously granted under the 2008 Plan will continue to be outstanding and will be administered under the terms and conditions of the 2008 Plan. Our board of directors, or a committee of the board, will continue to administer the 2008 Plan. Upon the closing of our initial public offering, our shares of Class C common stock will automatically convert to shares of Class A common stock, and shares of Class A common stock will thereafter underlie outstanding awards under the 2008 Plan.

In the event of a corporate transaction where we are to be consolidated with or acquired by another entity and the acquiror assumes or replaces options granted under the 2008 Plan, options issued under the 2008 Plan will not be subject to accelerated vesting unless provided otherwise by agreement with the optionee. In the event of a corporate transaction where the acquiror does not assume or replace options granted under the 2008 Plan, such outstanding options will become fully vested and exercisable immediately prior to, and will terminate upon, the consummation of the corporate transaction. In lieu of the acceleration of options in connection with a corporate transaction, however, we may instead cancel the outstanding options in exchange for cash payments per share underlying each option equal to the amount per share of Class C common stock to be paid in connection with the corporate transaction and the exercise price per share of such option.

2012 Equity Incentive Plan

We adopted a new equity incentive plan, our 2012 Equity Incentive Plan, or the 2012 Plan, on March 13, 2012, subject to approval by our stockholders. We adopted the 2012 Plan to promote the success and enhance the value of the company by linking the individual interests of non-employee directors, employees and

consultants to those of our stockholders and by providing such individuals with an incentive for outstanding performance in generating superior returns to our stockholders. The 2012 Plan provides flexibility to the Company in its ability to motivate, attract and retain the services of non-employee directors, employees, and consultants upon whose judgment, interest and special efforts the successful conduct of the Company's operation is largely dependent.

The 2012 Plan provides for the grant of incentive stock options, as defined in Section 422 of the Code, to employees, and for the grant of non-qualified stock options, restricted stock, restricted stock units, stock appreciation rights, stock payments and performance awards, including performance stock units, to employees, consultants and non-employee directors.

Under the terms of the 2012 Plan, the aggregate number of shares of common stock that may be subject to options and other awards is equal to the sum of (1) 10,000,000 shares of Class A common stock, (2) any shares available for issuance under the 2008 plan as of March 13, 2012, (3) any shares underlying any award outstanding under the 2008 Plan as of March 13, 2012 that, on or after that date, is forfeited, terminates, expires, or lapses for any reason, or is settled for cash without the delivery of shares and (4) starting January 1, 2013, an annual increase in the number of shares available under the 2012 Plan equal to up to 3% of the number of shares of Company common and preferred stock outstanding at the end of the previous year, as determined by the board of directors. The number of shares that may be issued or transferred pursuant to incentive stock options under the 2012 Plan is limited to 35,000,000 shares. The shares of Class A common stock covered by the 2012 Plan are authorized but unissued shares, treasury shares or common stock purchased on the open market.

In the event of a merger or consolidation, the sale or exchange of all of our common stock, the sale, transfer or disposition of all or substantially all of our assets or our liquidation or dissolution, or a "change in control" (as defined in the 2012 Plan), the administrator may take one or more of the following actions with respect to outstanding awards, as appropriate:

- provide for the assumption or substitution of the awards;
- cancel the award if no amount would have been attained upon exercise of the award or realization of the participant's rights;
- accelerate the awards in whole or in part;
- cash out the awards;
- make adjustments in the number and kind of shares subject to outstanding awards;
- convert the awards into the right to receive liquidation proceeds;
- provide that the award cannot vest, be exercised or become payable after such event; or
- any combination of the above.

Termination or amendment

Our board of directors may terminate, amend or modify the 2012 Plan at any time. However, stockholder approval is required to increase the aggregate share limit, change the description of eligible participants or to the extent necessary to comply with applicable law.

The term of the 2012 Plan will expire on March 13, 2022.

Tax withholding

We may require participants to discharge applicable withholding tax obligations with respect to any award granted to the participant. The administrator may in its discretion allow a holder to meet any such withholding tax obligations by electing to have us withhold shares of common stock otherwise issuable under any award (or allow the return of shares of common stock) having a fair market value equal to the sums required to be withheld.

Outstanding Equity Awards as of December 31, 2011

The following table lists the outstanding equity awards held by our named executive officers as of December 31, 2011 (in each case, before giving effect to the for reverse stock split that will occur immediately prior to this offering).

	Option Awards			
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Exercisable Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price ($)	Option Expiration Date
David C. Paul	43,750	16,250(1)	$ 1.50	8/6/19
	28,750	31,250(2)	$3.65	6/16/20
	0	60,000(3)	$ 3.28	10/27/21
David M. Demski	43,750	16,250(1)	$ 1.50	8/6/19
	28,750	31,250(2)	$3.65	6/16/20
	0	60,000(3)	$ 3.28	10/27/21
A. Brett Murphy	300,000	0(4)	$ 0.07	6/1/15
	350,000	0(5)	$ 0.90	11/1/16
	21,875	8,125(1)	$ 1.50	8/6/19
	14,375	15,625(2)	$3.65	6/16/20
	0	50,000(6)	$ 3.47	4/20/21
	0	40,000(3)	$ 3.28	10/27/21

(1) These options were granted on August 6, 2009, and vest over a four-year period with one-fourth (1/4) of the options granted vesting on January 1, 2010, the first anniversary of the vesting commencement date, and the balance of the options granted vesting ratably on a monthly basis over the following 36 months.

(2) These options were granted on June 16, 2010, and vest over a four-year period with one-fourth (1/4) of the options granted vesting on January 1, 2011, the first anniversary of the vesting commencement, and the balance of the options granted vesting ratably on a monthly basis over the following 36 months.

(3) These options were granted on October 27, 2011, and vest over a four-year period with one-fourth (1/4) of the options granted vesting on January 1, 2012, the first anniversary of the vesting commencement date, and the balance of the options granted vesting ratably on a monthly basis over the following 36 months.

(4) These options were granted on June 6, 2005, and vest over a four-year period with one-fourth (1/4) of the options granted vesting on June 6, 2006, the first anniversary of the vesting commencement date, and the balance of the options granted vesting ratably on a monthly basis over the following 36 months. This option was originally granted for 20,000 shares but was adjusted to reflect a 15-for-1 split that occurred on February 3, 2006. This option was exercised in full on February 3, 2012, and is no longer outstanding.

(5) These options were granted on November 1, 2006, and vest over a four-year period with one-fourth (1/4) of the options granted vesting on November 1, 2007, the first anniversary of the vesting commencement date, and the balance of the options granted vesting ratably on a monthly basis over the following 36 months.

(6) These options were granted on April 20, 2011, and vest over a four-year period with one-fourth (1/4) of the options granted vesting on February 8, 2012, the first anniversary of the vesting commencement date, and the balance of the options granted vesting ratably on a monthly basis over the following 36 months.

Potential Payments Upon Termination or Change in Control

Severance

Our compensation committee has decided in limited circumstances to provide certain of our named executive officers with severance payments in order to recruit qualified executives and ensure continued dedication, objectivity and stability of our named executive officers in the event of a change in control. Whether we provide severance benefits to our named executive officers depends on when and under what circumstances we hire the executives, the positions they hold and how difficult our compensation committee believes it might be or how long our compensation committee believes it might take for them to find comparable employment. In the limited circumstances when we do provide severance benefits, the terms of these severance payments are incorporated into the employment agreements of the named executive officers entitled to receive those payments.

In 2011, the only named executive officer entitled to severance in the event of a termination of employment was Mr. Murphy. See the description of such severance under “Employment Agreements” above. We did not have a severance policy applicable to executive officers in 2011, and no other named executive officers were guaranteed cash severance payments.

As described under “Executive Compensation—Equity Compensation Plans” above and “Executive Compensation—Potential Payments Upon Termination or Change in Control—Equity Awards” below, our equity compensation plans provide our named executive officers and all other optionees with acceleration of vesting of stock options upon termination of employment in connection with a change in control or acceleration of vesting of stock options upon a change of control, depending on the specific plan under which those options were granted and if our acquiror does not assume or replace the awards under our equity compensation plans.

We believe these severance and change in control benefits are an important element of our compensation program for our executive officers and that they assist us in recruiting and retaining talented individuals. The compensation committee believes that these benefits are valuable as they address the valid concern that it might be difficult for our named executive officers to find comparable employment in a short period of time in the event of termination or change in control. Our compensation committee believes that consideration of a change in control could be a distraction to an executive officer and could cause an executive officer to consider alternative employment opportunities at a time when the executive’s continued service might be crucial to our company and to our stockholders’ best interests.

Equity Awards

In the event of a corporate transaction where we are to be consolidated with or acquired by another entity and the acquiror does not assume or replace options granted under our 2003 Stock Plan, all options outstanding under the 2003 Stock Plan will become fully vested and exercisable immediately prior to the consummation of the corporate transaction, and such outstanding options will terminate upon the consummation of the corporate transaction.

In addition, in the event of such a corporate transaction where the acquiror does assume or replace options granted under our 2003 Stock Plan, if an optionee's service relationship is terminated by us or the acquirer, other than for misconduct, or if the optionee resigns due to certain material negative changes in the terms of the optionee's employment, within 60 days before or 180 days after the corporate transaction, all options held by that optionee will become fully vested and exercisable.

In the event of a corporate transaction where we are to be consolidated with or acquired by another entity and the acquiror does not assume or replace options granted under our 2008 Stock Plan, all options outstanding under the 2008 Stock Plan will become fully vested and exercisable immediately prior to the consummation of the corporate transaction, and such outstanding options will terminate upon the consummation of the corporate transaction. In lieu of requiring the exercise of any options granted under our 2008 Stock Plan prior to termination in connection with a corporate transaction, however, we may instead cancel the outstanding options in exchange for cash payments per share underlying each option equal to the positive difference, if any, in the amount per share of Class C common stock to be paid in connection with the corporate transaction and the exercise price per share of such option.

In the event of a corporate transaction where we are to be consolidated with or acquired by another entity and the acquiror does not assume or replace the equity awards granted under the 2012 Plan, all awards outstanding under our 2012 Plan will become fully vested, exercisable and all forfeiture restrictions will lapse immediately prior to the consummation of the transaction.

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

The following is a summary of each transaction or series of similar transactions since January 1, 2009, to which we were or are a party in which:

- the amount involved exceeded or exceeds $120,000, and
- any of our directors or executive officers, any holder of 5% of our capital stock or any member of their immediate family had or will have a direct or indirect material interest.

Series E Preferred Stock Financing

In July 2007 we completed our Series E preferred stock financing (the "Series E financing") with our institutional investors (the "Series E investors"), including Clarus Lifesciences I, L.P. ("Clarus") and the funds affiliated with Goldman, Sachs & Co., the co-lead underwriter for this offering. As of March 31, 2012, Clarus held 9.11% of our outstanding capital stock and has the right to appoint two directors, currently Messrs. Kurt C. Wheeler and Robert W. Liptak, to our board of directors. As of March 31, 2012, the funds affiliated with Goldman, Sachs & Co. collectively held 8.66% of our outstanding capital stock, and they have the right to send two observers to our board meetings. These board appointment and observer rights terminate upon the closing of the offering contemplated by this prospectus.

The Series E investors purchased an aggregate of 50,691,245 shares of our Series E preferred stock at a purchase price per share of $2.17, for an aggregate purchase price of $110 million. The table below sets forth the number of shares of Series E preferred stock sold to our directors, executive officers and 5% stockholders and their affiliates:

Name	Number of Shares of Series E Preferred Stock	Aggregate Purchase Price
Clarus Lifesciences I, L.P.(1)	24,193,546	$52,499,994.82
Goldman, Sachs & Co.:		
GS Direct, L.L.C.	11,520,737	$24,999,999.29
Goldman, Sachs & Co., on behalf of its Principal Strategies Group	6,912,442	$14,999,999.14
Goldman Sachs Private Equity Partners 2004, L.P.	279,386	$606,267.62
Goldman Sachs Private Equity Partners 2004 Offshore Holdings, L.P.	1,817,578	$3,944,144.26
Goldman Sachs Private Equity Partners 2004 – Direct Investment Fund, L.P.	1,255,424	$2,724,270.08
Goldman Sachs Private Equity Partners 2004 Employee Fund, L.P.	438,636	$951,840.12
GS Private Equity Partners 2002 – Direct Investment Fund, L.P.	296,328	$643,031.76
Multi-Strategy Holdings, L.P.	520,948	$1,130,457.16

(1) Kurt C. Wheeler and Robert W. Liptak are each members of our board of directors and managing directors of an entity that is the general partner of the management company that serves as the general partner of Clarus.

Additionally, we entered into a series of agreements with our Series E investors and certain of our other stockholders granting them various rights, including, among others, the following:

Amended and Restated Stock Sale Agreement

We entered into the Amended and Restated Stock Sale Agreement with the Series E investors and certain of our other stockholders, including David C. Paul, David M. Demski and David D. Davidar, each of whom is a director and executive officer, prior to the Series E financing. Under this agreement, as amended, with certain exceptions and limitations, we obtained a right of first refusal if certain of our preexisting stockholders propose to transfer any of their shares, and we granted the Series E investors a right of refusal for any remaining shares for which we do not exercise our right of first refusal. Additionally, the Series E investors have a right of co-sale, permitting them to sell any shares of our Series E preferred stock with the selling preexisting stockholder for any shares for which we or the Series E investors do not exercise rights of first refusal. This agreement will terminate in its entirety on the date of the closing of the offering contemplated by this prospectus.

Voting Agreement

We entered into a Voting Agreement with certain of the holders of our Class A and Class B common stock, including David C. Paul, David M. Demski and David D. Davidar, each of whom is a director and executive officer of our company, and the Series E investors, including Clarus and the funds affiliated with Goldman Sachs & Co. Under this agreement, as amended, our stockholders agreed to vote their shares for elections to our board of directors in favor of (i) two individuals nominated by Clarus for so long as holders of Series E preferred stock are entitled to elect two members of the board of directors and (ii) five individuals nominated by holders of a majority of our then-outstanding common stock held by certain key holders for so long as holders of common stock are entitled to elect five members of the board of directors. The right of the holders of our Series E preferred stock to elect two members of our board of directors terminates when we have outstanding fewer than 10,150,000 shares of Series E preferred stock.

Investor Rights Agreement

We entered into an Investor Rights Agreement with our Series E investors, including Clarus and the funds affiliated with Goldman Sachs & Co. This agreement, as amended, provides the Series E investors with demand registration rights, piggyback registration rights, Form S-3 registration rights and rights of first refusal. These rights are described in more detail under “Description of Capital Stock—Registration Rights.” All registration rights will terminate at the earlier of (i) the date seven years after our initial public offering, (ii) the first date after our initial public offering on which such investor is able to dispose of all of its registrable securities without restriction, or (iii) the closing of an acquisition or asset transfer as defined in our Certificate of Incorporation then in effect. The rights of first refusal do not apply to, and will terminate upon, the closing of the offering contemplated by this prospectus.

Amended and Restated Certificate of Incorporation

Our amended and restated certificate of incorporation provides that each share of our Series E preferred stock will automatically convert into shares of our Class B common stock, on a one-to-one basis subject to adjustments for stock splits, dilutive issuances and similar events, upon an underwritten initial public offering. The number of shares actually issued upon conversion would depend in part on the actual initial public offering price. The terms of our Series E preferred stock provide that the ratio at which each share of Series E preferred stock automatically converts into shares of our Class B common stock in connection with an initial public offering will increase if the initial offering price per share of common stock is below a specified minimum dollar amount, which would result in additional shares of Class B common stock issued upon conversion. In the event the actual initial public offering price is lower than $ per share, the shares of Series E preferred stock will convert into a larger number of shares of Class B common stock; if the initial public offering price is equal to the midpoint of the range set forth on the cover page of this prospectus, the Series E preferred stock would convert into shares of common stock.

2004 Voting Agreement

We entered into a Voting Agreement in June 2004 with certain employee holders of our Class B common stock, including David M. Demski and David D. Davidar, who are both directors and executive officers. Under this agreement, the stockholders irrevocably appointed our CEO, David C. Paul, as attorney and proxy of each stockholder with respect to all shares that each stockholder then owned or subsequently acquired. Mr. Paul, as proxy, is authorized and empowered, at any and all times prior to the expiration date of the proxy, to act as each stockholder's attorney and proxy to vote the shares, and to exercise all voting, consent and similar rights of each stockholder with respect to the shares, at every annual, special, adjourned or postponed meeting of stockholders of our company and in every written consent in lieu of such meeting. Each stockholder agreed not to grant any subsequent proxies with respect to the shares until after the expiration date of the agreement. Although the stockholders may not effect the removal of Mr. Paul as proxy for any reason whatsoever, should Mr. Paul resign as proxy, he will be replaced by a new proxy selected by the holders of a majority of the shares subject to this agreement and approved by our company. The agreement and the irrevocable proxy contained in the agreement will terminate and have no further force or effect as of the closing of the offering contemplated by this prospectus.

Supplier

Since 2005, we have contracted with a third-party supplier that manufactures certain products for us. The supplier previously supplied us with certain products pursuant to a Supplier Quality Agreement dated November 10, 2005. In September 2010, we entered into a new three-year Supplier Quality Agreement on an arm's-length basis, pursuant to which we purchase products and services from the supplier from time to time. During 2009, 2010, 2011, and the first three months of 2012, respectively, we purchased $13.6 million, $12.0 million, $17.7 million and $4.6 million of products and services from the supplier.

As of March 31, 2012, David C. Paul's wife, David D. Davidar's wife, and David M. Demski collectively owned approximately 47% of the outstanding stock of the supplier. In addition, until February 2009, Mr. Demski served as a director of the supplier. Mr. Paul served as the president and chief executive officer of the supplier until March 2009 and as a director of the supplier until February 2010. Mr. Davidar served as the secretary and treasurer and as a director of the supplier until February 2010. Since February 2010, Mr. Paul's wife and Mr. Davidar's wife have served and continue to serve as directors of the supplier.

Equity Awards and Employment Agreements

We have granted stock options to our executive officers and our directors. For a description of these awards, see "Executive Compensation —Outstanding Equity Awards as of December 31, 2011 Table" and "Management—Director Compensation." We have also entered into an employment agreement with Brett Murphy, see "Executive Compensation—Employment Agreements."

Indemnification Agreements with our Directors and Officers

Our amended and restated certificate of incorporation and bylaws provide that we shall indemnify our directors and officers to the fullest extent permitted by law. In addition, as permitted by the laws of the State of Delaware, we have entered into indemnification agreements with each of our directors and certain of our officers. Under the terms of our indemnification agreements, we are required to indemnify each of our directors and officers, to the fullest extent permitted by the laws of the State of Delaware, if the indemnitee acted in good faith and in a manner the indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal proceeding, had no reasonable cause to believe the indemnitee's conduct was unlawful. We must indemnify our officers and directors against any and all (a) costs and expenses (including attorneys' and experts' fees, expenses and charges) actually and reasonably paid or incurred in connection with investigating, defending, being a witness in or participating in, or preparing to investigate, defend, be a witness in

or participate in, and (b) judgments, fines, penalties and amounts paid in settlement in connection with, in the case of either (a) or (b), any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, by reason of the fact that (x) such person is or was a director or officer, employee, agent or fiduciary of the Company or (y) such person is or was serving at our request as a director, officer, employee or agent or fiduciary of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification agreements also require us, if so requested, to advance within 30 days of such request any and all costs and expenses that such director or officer incurred, provided that such person will return any such advance if it shall ultimately be determined that such person is not entitled to be indemnified for such costs and expenses. Our bylaws also require that such person return any such advance if it is ultimately determined that such person is not entitled to indemnification by us as authorized by the laws of the State of Delaware.

We are not required to provide indemnification under our indemnification agreements for certain matters, including: (1) indemnification in connection with certain proceedings or claims initiated or brought voluntarily by the director or officer; (2) indemnification related to disgorgement of profits made from the purchase or sale of securities of our company under Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory or common law; (3) indemnification that is finally determined, under the procedures and subject to the presumptions set forth in the indemnification agreements, to be unlawful; or (4) indemnification for liabilities for which the director or officer has received payment under any insurance policy as may exist for such person's benefit, our articles of incorporation or bylaws or any other contract or otherwise, except with respect to any excess amount beyond the amount so received by such director or officer. The indemnification agreements require us, to the extent that we maintain an insurance policy or policies providing liability insurance for directors, officers, employees, agents or fiduciaries of our company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of our company, to cover such person by such policy or policies to the maximum extent available.

Procedures for Approval of Related-Party Transactions

Currently, any action that results in the consummation of any transaction (other than compensation and advancement or reimbursement of expenses or other similar transactions in compliance with Company policies) with any of the Company's officers, directors, shareholders, employees or affiliates, or any family member or affiliate of any of the foregoing requires the prior approval of a majority of our board of directors and a majority of the disinterested directors (if any).

In connection with this offering, our Audit Committee, pursuant to the adoption of a written charter, will be responsible for reviewing and approving or ratifying any related-party transaction reaching a certain threshold of significance. In the course of its review and approval or ratification of a related-party transaction, the committee will, among other things, consider, consistent with Item 404 of Regulation S-K, the following:

- the nature and amount of the related person's interest in the transaction;
- the material terms of the transaction, including, without limitation, the amount and type of transaction; and
- any other matters the audit committee deems appropriate.

Any member of the audit committee who is a related person with respect to a transaction under review will not be permitted to participate in the deliberations or vote respecting approval or ratification of the transaction. However, such director may be counted in determining the presence of a quorum at a meeting of the committee that considers the transaction.

DESCRIPTION OF CAPITAL STOCK

Upon the closing of this offering, our authorized capital stock will consist of 500,000,000 shares of our Class A common stock, $0.001 par value per share, 275,000,000 shares of our Class B common stock, $0.001 par value per share, 10,000,000 shares of our Class C common stock, $0.001 par value per share, 50,691,245 shares of our Series E preferred stock, $0.001 par value per share and 35,000,000 shares of undesignated preferred stock, $0.001 par value per share. The following description summarizes the material terms and provisions of our amended and restated certificate of incorporation that will be in effect prior to the effective date of the registration statement of which this prospectus is a part and our amended and restated bylaws affecting the rights of holders of our capital stock. Because it is only a summary, it does not contain all the information and may be important to you. For a complete description, you should refer to our amended and restated certificate of incorporation and amended and restated bylaws, which are included as exhibits to the registration statement of which this prospectus forms a party, and to the provisions of applicable Delaware law.

Common Stock

As of March 31, 2012, there were 188,137,379 shares of our Class A common stock outstanding and held by approximately 431 stockholders of record and 98,855,064 shares of our Class B common stock outstanding and held by approximately three stockholders of record, assuming the automatic conversion of all of our Series E preferred stock to 50,691,245 shares of our Class B common stock, the subsequent automatic conversion of 162,958,164 shares of our Class B common stock (which reflects all such shares of Class B common stock held by those who own less than 10% of the aggregate number of all outstanding shares of our common stock) to 162,958,164 shares of our Class A common stock and the automatic conversion of all shares of our Class C common stock to 206,144 shares of our Class A common stock, all to occur upon the closing of this offering. After the closing of this offering and the automatic conversion of our Class C common stock to 206,144 shares of our Class A common stock, we may not issue any shares of Class C common stock. After this offering, based on these assumptions, the automatic conversion of shares of Class B common stock to shares of Class A common stock upon their sale by the selling stockholders in the offering, the issuance of shares of Class A common stock in this offering and assuming no additional exercise of stock options or other convertible or exercisable securities, there will be shares of our Class A common stock outstanding and shares of our Class B common stock outstanding. Assuming the underwriters exercise their overallotment option in full, there will be shares of our Class A common stock outstanding and shares of our Class B common stock outstanding immediately after this offering.

Dividend Rights. Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of outstanding shares of our Class A and Class B common stock are entitled to receive dividends out of funds legally available at the times and in the amounts that our board of directors may determine. If dividends are paid in shares of stock or rights to purchase shares of stock, the holders of our Class A common stock will receive shares of our Class A common stock or rights to purchase shares of our Class A common stock and the holders of our Class B common stock will receive shares of our Class B common stock or rights to purchase shares of our Class B common stock.

Voting Rights. Holders of our Class A and Class B common stock have identical voting rights, except that holders of our Class A common stock are entitled to one vote per share and holders of our Class B common stock are entitled to ten votes per share. Holders of shares of our Class A and Class B common stock will vote together as a single class on all matters (including the election of directors) submitted to a vote of stockholders, unless otherwise required by law or our amended and restated certificate of incorporation. Delaware law could require either our Class A common stock or our Class B common stock to vote separately as a single class in the following circumstances:

- If we were to seek to amend our amended and restated certificate of incorporation to increase or decrease the authorized number of shares of a class of stock, or to increase or decrease the par value of a class of stock, then that class would be required to vote separately to approve the proposed amendment; and

- If we were to seek to amend our amended and restated certificate of incorporation in a manner that altered or changed the powers, preferences or special rights of a class of stock in a manner that affected them adversely, then that class would be required to vote separately to approve the proposed amendment.

We have not provided for cumulative voting for the election of directors in our amended and restated certificate of incorporation. Effective upon the closing of this offering, the board of directors will be divided into three classes, which will be as nearly equal in number as possible, with each director elected at an annual stockholders' meeting following the date of this offering serving a three-year term and one class being elected at each year's annual meeting of stockholders.

No Preemptive or Similar Rights. Neither our Class A nor our Class B common stock is entitled to preemptive rights, and neither is subject to redemption. There are no sinking fund provisions applicable to our common stock.

Conversion. Our Class A common stock is not convertible into any other shares of our capital stock. Each share of our Class B common stock is convertible at any time at the option of the holder into one share of our Class A common stock. In addition, each share of our Class B common stock will convert automatically into one share of our Class A common stock upon any transfer, whether or not for value, except for permitted transfers. Class B common stockholders may transfer shares of Class B common stock in the following manner without having the shares of Class B common stock convert to Class A common stock:

- the granting of a proxy to officers or directors of the Company whether or not at the request of the board of directors of the Company in connection with actions to be taken at an annual or special meeting of stockholders;
- entering into a voting trust, agreement or arrangement (with or without granting a proxy) pursuant to which voting control is granted over such share to an officer or director of the Company that does not involve any payment of cash, securities, property or other consideration to the Class B stockholder other than the mutual promise to vote shares in a designated manner;
- a transfer by a stockholder who is an individual upon such stockholder's death pursuant to a will or the laws of descent and distribution;
- any transfer of convertible securities;
- any transfer to an affiliate; or
- any transfer by an individual stockholder to, or for the benefit of, any spouse or any ancestor, descendant, sibling, or child of a sibling of such stockholder or his or her spouse, or any transfer by a stockholder to a trust, limited partnership or limited liability company for the benefit of such individual stockholder or any such family member, or any transfer by such a trust, partnership or limited liability company to any such stockholder or family member.

With respect to each holder of one or more shares of our Class B common stock, each of such holder's shares of Class B common stock will automatically convert into one share of our Class A common stock if:

- upon the closing of this offering, such holder's shares of Class B common stock, together with the shares of Class B common stock then held by that holder's affiliates, represents less than ten percent (10%) of the aggregate number of all outstanding shares of our common stock; or
- at any time following the closing of this offering, such holder's shares of Class B common stock, together with the shares of Class B common stock then held by that holder's affiliates, represents less than five percent (5%) of the aggregate number of all outstanding shares of our common stock.

Once converted into Class A common stock, the Class B common stock cannot be reissued.

Right to Receive Liquidation Distributions. Upon our liquidation, dissolution, distribution of assets or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our Class A and Class B common stock and any participating preferred stock outstanding at that time, if any, after payment of liquidation preferences, if any, on any outstanding shares of preferred stock and payment of other claims of creditors.

Fully Paid and Non-Assessable. All of the outstanding shares of our Class A and Class B common stock are, and the shares of our Class A common stock to be issued pursuant to this offering will be, fully paid and non-assessable.

Preferred Stock

As of March 31, 2012, there were 50,691,245 shares of our Series E preferred stock outstanding, held by 12 stockholders of record. Our amended and restated certificate of incorporation provides that each share of our Series E preferred stock will automatically convert into Class B common stock at the applicable conversion rate, currently on a one-for-one basis, upon the closing of this offering. Once converted, the Series E preferred stock will remain authorized but may not be reissued. For additional information, see "Certain Relationships and Related-Party Transactions—Amended and Restated Certificate of Incorporation."

Pursuant to the terms of our amended and restated certificate of incorporation, our board of directors will be authorized, subject to limitations prescribed by Delaware law, to issue up to 35 million shares of preferred stock, par value $0.001 per share, in one or more series, to establish from time to time the number of shares to be included in each series, and to fix the designation, powers, preferences and rights of the shares of each series and any of its qualifications, limitations or restrictions, in each case without further action by our stockholders. Our board of directors can also increase or decrease the number of shares of any series of preferred stock, but not below the number of shares of that series then outstanding unless approved by the affirmative vote of the holders of a majority of our capital stock entitled to vote, or such other vote as may be required by the certificate of designation establishing the series. Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in our control or the removal of management and could adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock. We have no current plans to issue any shares of preferred stock.

Options

As of March 31, 2012, options to purchase a total of 15,237,448 shares of Class A common stock and options to purchase a total of 6,159,000 shares of Class B common stock were outstanding, assuming the conversion of all outstanding Class C common stock into Class A common stock. As of March 31, 2012, options to purchase a total of 962,722 shares of Class A common stock and 1,150,549 shares of Class B common stock remain available for future issuance under our 2003 Plan and no shares of Class A common stock remain available for future issuance under our 2008 Plan. After this offering, we intend to cease granting awards under our 2003 Plan and 2008 Plan, and instead grant awards under our 2012 Plan, which was adopted in March 2012 in connection with this offering. As of March 31, 2012, 10,125,482 shares of Class A common stock were available for future issuance under our 2012 Plan.

Registration Rights

Following the completion of this offering, stockholders holding approximately shares of our common stock, including shares issued upon conversion of our preferred stock, will have the right, subject to various conditions and limitations, to include their shares in registration statements relating to our securities. A majority of the holders of the shares subject to these registration rights have the right, beginning no earlier than six months after the effective date of the registration statement filed with respect to this offering, on up to two occasions, to demand that we register at least 30% of such shares under the Securities Act, subject to certain limitations. In addition, these holders are entitled to piggyback registration rights with respect to the registration under the Securities Act of shares of our common stock. In the event that we propose to register any shares of common stock under the Securities Act either for our account or for the account of other security holders, the holders of shares having piggyback registration rights are entitled to receive notice of such registration and to include shares in any such registration, subject to certain limitations. Further, at any time after we become eligible to file a registration statement on Form S-3, any holder of shares subject to these registration rights may require us to file a registration statement under the Securities Act on Form S-3 with respect to shares of common stock having an aggregate offering price of at least $5,000,000. These registration rights are subject to conditions and limitations, among them the right of the underwriters of an offering to limit the number of shares of common stock held by such security holders to be included in such registration according to market factors. We are generally required to bear all of the expenses of such registrations, including reasonable fees of a single counsel acting on behalf of all selling holders, except underwriting discounts, selling commissions and stock transfer taxes. Registration of any of the shares of common stock held by security holders with registration rights would result in such shares becoming freely tradable without restriction under the Securities Act immediately upon effectiveness of such registration.

Certain Provisions of Our Certificate of Incorporation and Bylaws

The provisions of Delaware law, our dual class structure, our amended and restated certificate of incorporation and our amended and restated bylaws may have the effect of delaying, deferring or discouraging another person from acquiring control of our company.

Delaware Law. We are governed by the provisions of Section 203 of the Delaware General Corporation Law. In general, Section 203 prohibits a public Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of prescribed manner. A "business combination" includes mergers, asset sales or other transactions resulting in a financial benefit to the stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns, or within three years did own, 15% or more of the corporation's outstanding voting stock. These provisions may have the effect of delaying, deferring or preventing a change in our control.

Amended and Restated Certificate of Incorporation and Amended and Restated Bylaw Provisions. Our amended and restated certificate of incorporation and our amended and restated bylaws provide for a dual class structure and include a number of other provisions that could deter hostile takeovers or delay or prevent changes in control of our management team, including the following:

Dual Class Structure. As discussed above, our Class B common stock has ten votes per share, while our Class A common stock, which is the class of stock we and the selling stockholders are selling in this offering and which will be the only class of stock which is publicly traded, has one vote per share. After the offering, our current directors, executive officers, holders of more than 5% of our common stock and their respective affiliates will, in the aggregate, beneficially own approximately % of our outstanding Class B common stock, representing approximately % of the total voting power of our outstanding capital stock (approximately % and approximately %, respectively, if the underwriters exercise their overallotment option in full). Because of our dual class structure, the holders of our Class B common stock will continue to be able to control all matters submitted to our stockholders for approval even if they own significantly less than 50% of the shares of our

outstanding common stock. This concentrated control could discourage others from initiating any potential merger, takeover or other change of control transaction that other stockholders might view as beneficial. Our board of directors is authorized, without stockholder approval, to issue additional shares of our Class A and Class B common stock.

Board of Directors Vacancies. Our amended and restated certificate of incorporation and amended and restated bylaws authorize our board of directors or stockholders (at a duly convened meeting) to fill vacant directorships.

Classified Board. Our amended and restated bylaws provide that our board is classified into three classes of directors. This could delay a successful tender offeror from obtaining majority control of our board of directors, and the prospect of that delay might deter a potential offeror. In addition, stockholders are not permitted to cumulate their votes for the election of directors. Please see "Management—Board of Directors" for more information regarding the classified board.

Stockholder Action; Special Meeting of Stockholders. Our amended and restated bylaws provide that our stockholders may not take action by written consent, but may only take action at annual or special meetings of our stockholders. Our amended and restated bylaws further provide that special meetings of our stockholders may be called only by a majority of our board of directors.

Advance Notice Requirements for Stockholder Proposals and Director Nominations . Our amended and restated bylaws provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders, or to nominate candidates for election as directors at our annual meeting of stockholders. To be timely, a stockholder's notice must be delivered to, or mailed and received at, our principal executive offices not more than 90 nor less than 50 days prior to the meeting with respect to an annual meeting of stockholders, and not later than 10 business days after public announcement of a special meeting. Our amended and restated bylaws also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders.

Issuance of Undesignated Preferred Stock. Our board of directors will have the authority, without further action by our stockholders, to issue up to 35 million shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time to time by our board of directors. Our board of directors may utilize such shares for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued shares of preferred stock would enable our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or other means. If we issue such shares without stockholder approval and in violation of limitations imposed by the New York Stock Exchange or any stock exchange on which our stock may then be trading, our stock could be delisted.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock will be Broadridge Corporate Issuer Solutions, Inc. The address of Broadridge Corporate Issuer Solutions, Inc. is 1717 Arch Street, Suite 1300 Philadelphia, Pennsylvania 19103 and the telephone number is (215) 553-5400.

New York Stock Exchange Listing

We intend to apply to list our Class A common stock on the New York Stock Exchange under the symbol "GMED".

PRINCIPAL AND SELLING STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of our Class A and Class B common stock, as of March 31, 2012 and immediately after the closing of this offering, for:

- each of our named executive officers;
- each of our directors;
- all our current executive officers and directors as a group;
- each of our selling stockholders; and
- each person, or group of affiliated persons, known by us to be the beneficial owner of more than 5% of our outstanding shares of our Class A and Class B common stock.

For purposes of the table below, the percentage ownership calculations for beneficial ownership prior to this offering are based on 188,137,379 shares of our Class A common stock and 98,855,064 shares of our Class B common stock outstanding as of March 31, 2012 after giving effect to the automatic conversion of all shares of our Series E preferred stock to 50,691,245 shares of Class B common stock (which does not give effect to any additional shares of Class B common stock issuable upon conversion of all Series E preferred stock, as described elsewhere in this prospectus; see "Certain Relationships and Related Party Transactions—Amended and Restated Certificate of Incorporation"), the subsequent automatic conversion of 162,958,164 shares of Class B common stock (which reflects all such shares of Class B common stock held by those who own less than 10% of the aggregate number of outstanding shares of our common stock) to 162,958,164 shares of our Class A common stock and the automatic conversion of all shares of our Class C common stock to 206,144 shares of our Class A common stock. The table below assumes that there are shares of our Class A common stock and shares of our Class B common stock outstanding immediately following the closing of this offering.

Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to the securities. Shares of common stock that may be acquired by an individual or group within 60 days of March 31, 2012, pursuant to the exercise of options, warrants or other rights, are deemed to be outstanding for the purpose of computing the percentage ownership of such individual or group, but are not deemed to be outstanding for the purpose of computing the percentage ownership of any other person shown in the table. The underwriters have an option to purchase up to additional shares of our Class A common stock from the selling stockholders to cover overallotments.

The information in the table below with respect to each selling stockholder has been obtained from that selling stockholder.

Except as indicated in footnotes to this table, we believe that the stockholders named in this table have sole voting and investment power with respect to all shares of common stock shown to be beneficially owned by them, based on information provided to us by such stockholders. The address for each director and executive officer listed is: c/o Globus Medical, Inc., Valley Forge Business Center, 2560 General Armistead Avenue, Audubon, Pennsylvania 19403.

	Shares Beneficially Owned before the Offering					Shares Beneficially Owned after the Offering (2)			
	Class A Shares	Class B Shares	% of Total Share Ownership before the Offering	% of Total Voting Power before the Offering	Number of Shares Offered	Class A Shares	Class B Shares	% of Total Share Ownership after the Offering	% of Total Voting Power after the Offering (1)
Directors and Named Executive Officers									
David C. Paul (3)	105,000	98,855,064	34.47%	84.01%					
David M. Demski (4)	3,323,548	—	1.16%	*					
A. Brett Murphy (5)	971,458	—	*	*					
David D. Davidar (6)	5,327,919	—	1.86%	*					
Kurt C. Wheeler (10)	26,157,410	—	9.11%	2.22%					
Robert W. Liptak (10)	26,157,410	—	9.11%	2.22%					
Daniel T. Lemaitre (7)	20,825	—	*	*					
Ann D. Rhoads (8)	12,495	—	*	*					
All directors and executive officers as a group (nine individuals) (9)	35,918,655	98,855,064	46.84%	87.01%					
Five Percent Stockholders									
Clarus Lifesciences I, L.P. (10)	26,157,410	—	9.11%	2.22%					
Goldman, Sachs & Co. (11)	24,841,479	—	8.66%	2.11%					
Other Selling Stockholders									

* less than one (1%) percent.

(1) Percentage of total voting power represents voting power with respect to all shares of our Class A and Class B common stock, as a single class. The holders of our Class B common stock are entitled to ten votes per share, and holders of our Class A common stock are entitled to one vote per share. For more information about the voting rights of our Class A and Class B common stock, see “Description of Capital Stock—Common Stock.”

(2) Assumes no exercise of the underwriters’ overallotment option. See “Underwriting.”

(3) Includes 105,000 shares of Class A common stock issuable upon exercise of options exercisable within 60 days of March 31, 2012.

(4) Includes 105,000 shares of Class A common stock issuable upon exercise of options exercisable within 60 days of March 31, 2012.

(5) Includes 421,458 shares of Class A common stock issuable upon exercise of options exercisable within 60 days of March 31, 2012.

(6) Includes 105,000 shares of Class A common stock issuable upon exercise of options exercisable within 60 days of March 31, 2012.

(7) Consists of 20,825 shares of Class A common stock issuable upon exercise of options exercisable within 60 days of March 31, 2012.

(8) Consists of 12,495 shares of Class A common stock issuable upon exercise of options exercisable within 60 days of March 31, 2012.

(9) Includes 769,778 shares of Class A common stock issuable upon exercise of options exercisable within 60 days of March 31, 2012.

(10) Clarus Ventures I Management, L.P. ("Clarus I Management") is the sole general partner of Clarus and Clarus Ventures I, LLC ("Clarus I GPLLC") is the sole general partner of Clarus I Management. Nicholas Galakatos, Dennis Henner, Robert W. Liptak (a member of our board of directors), Nicholas Simon, Michael Steinmetz and Kurt C. Wheeler (a member of our board of directors) are all of the managing directors of Clarus I GPLLC. As the managing directors of Clarus I GPLLC, each of them has shared voting and disposition power related to these shares. Each of the managing directors of Clarus I GPLLC disclaims beneficial ownership of these shares. The address for Clarus Lifesciences I, L.P. is c/o Clarus Ventures, LLC, 101 Main Street, Cambridge, MA 02142.

(11) Consists of (i) 12,420,737 shares of Class A common stock held of record by GS Direct, L.L.C., (ii) 7,452,442 shares of Class A common stock held of record by Goldman Sachs Investment Partners Master Fund, L.P., (iii) 360,000 shares of Class A common stock held of record by Goldman Sachs Private Equity Concentrated Healthcare Fund Offshore Holdings, L.P., (iv) 279,386 shares of Class A common stock held of record by Goldman Sachs Private Equity Partners 2004, L.P., (v) 1,817,578 shares of Class A common stock held of record by Goldman Sachs Private Equity Partners 2004 Offshore Holdings, L.P., (vi) 1,255,424 shares of Class A common stock held of record by Goldman Sachs Private Equity Partners 2004 Direct Investment Fund, L.P., (vii) 438,636 shares of Class A common stock held of record by Goldman Sachs Private Equity Partners 2004 Employee Fund, L.P., (viii) 296,328 shares of Class A common stock held of record by GS Private Equity Partners 2002 Direct Investment Fund, L.P. and (ix) 520,948 shares of Class A common stock held of record by Multi-Strategy Holdings, L.P. The address for the funds affiliated with Goldman Sachs is Goldman Sachs & Co., on behalf of its Principal Strategies Group, 85 Broad Street, New York, NY 10004.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no market for our common stock, and a liquid trading market for our common stock may not develop or be sustained after this offering. Future sales of substantial amounts of our Class A common stock in the public market, or the perception that such sales could occur, could adversely affect market prices prevailing from time to time and could impair our ability to raise capital through the sale of our equity securities. Furthermore, because only a limited number of shares will be available for sale shortly after this offering due to existing contractual and legal restrictions on resale as described below, there may be sales of substantial amounts of our Class A common stock in the public market after the restrictions lapse. This may adversely affect the prevailing market price and our ability to raise equity capital in the future. Although we intend to apply to have our Class A common stock approved for listing on the New York Stock Exchange under the symbol "GMED," we cannot assure you that there will be an active public market for our Class A common stock.

Based on the number of shares outstanding as of March 31, 2012, upon the closing of this offering, shares of our Class A common stock and shares of our Class B common stock will be outstanding. Of the shares to be outstanding immediately after the closing of this offering, the shares of our Class A common stock to be sold in this offering will be freely tradable without restriction under the Securities Act unless purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act.

The remaining shares of our Class A common stock and all of the shares of our Class B common stock (and the shares of our Class A common stock into which they may be converted) will be "restricted securities" under Rule 144.

Subject to the lock-up agreements described below and the provisions of Rule 144 and 701 under the Securities Act, these restricted securities will be available for sale in the public market as follows:

Date Available for Sale	Shares Eligible for Sale	Description
Date of Prospectus		Shares sold in the offering and shares saleable under Rule 144 that are not subject to a lock-up
90 Days after Date of Prospectus		Shares saleable under Rules 144 and 701 that are not subject to a lock-up
180 Days after Date of Prospectus		Lock-up released; shares saleable under Rules 144 and 701

In addition, of the shares of our Class B common stock that were issuable upon the exercise of stock options outstanding as of March 31, 2012, options to purchase shares of our Class B common stock were exercisable as of that date, and upon exercise these shares will be eligible for sale subject to the lock-up agreements described below and Rules 144 and 701 under the Securities Act.

Rule 144

In general, under Rule 144 under the Securities Act, as in effect on the date of this prospectus, a person who is not one of our affiliates at any time during the three months preceding a sale, and who has beneficially owned the shares of our common stock to be sold for at least six months, would be entitled to sell an unlimited number of shares of our common stock, provided current public information about us is available. In addition, under Rule 144, a person who is not one of our affiliates at any time during the three months preceding a sale, and who has beneficially owned the shares of our common stock proposed to be sold for at least one year, would be entitled to sell an unlimited number of shares beginning one year after this offering without regard to whether

current public information about us is available. Our affiliates who have beneficially owned shares of our common stock for at least six months are entitled to sell within any three-month period a number of shares that does not exceed the greater of:

- 1% of the number of shares of our Class A and Class B common stock then outstanding, which will equal approximately shares immediately after this offering; and
- the average weekly trading volume in our Class A common stock on the New York Stock Exchange during the four calendar weeks preceding the date of filing of a Notice of Proposed Sale of Securities Pursuant to Rule 144 with respect to the sale.

Sales by affiliates under Rule 144 are also subject to manner of sale provisions and notice requirements and to the availability of current public information about us. Rule 144 also provides that affiliates relying on Rule 144 to sell shares of our common stock that are not restricted shares must nonetheless comply with the same restrictions applicable to restricted shares, other than the holding period requirement.

Rule 701

In general, under Rule 701 under the Securities Act, any of our employees, consultants or advisors who purchased shares from us in connection with a qualified compensatory stock plan or other written agreement is eligible to resell those shares 90 days after the effective date of this offering in reliance on Rule 144, but without compliance with the various restrictions, including the holding period, contained in Rule 144.

Lock-up Agreements

In connection with this offering, we, our officers and directors and certain stockholders have each entered into a lock-up agreement with the underwriters of this offering that restricts the sale of shares of our Class A common stock by those parties for a period of 180 days after the date of this prospectus, subject to extension in certain circumstances. Merrill Lynch Pierce, Fenner & Smith Incorporated and Goldman, Sachs & Co., on behalf of the underwriters, may, in their sole discretion, choose to release any or all of the shares of our Class A common stock subject to these lock-up agreements at any time prior to the expiration of the lock-up period without notice. For more information, see “Underwriting.”

Registration Rights

Following the completion of this offering, stockholders holding approximately shares of our common stock, including shares issued upon conversion of our Series E preferred stock, will have the right, subject to various conditions and limitations, to include their shares in registration statements relating to our securities. Pursuant to the lock-up agreements described above, certain of our stockholders have agreed not to exercise those rights during the lock-up period without the prior written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Goldman, Sachs & Co. For a description of these registration rights, see “Description of Capital Stock—Registration Rights.”

CERTAIN U.S. FEDERAL TAX CONSIDERATIONS APPLICABLE TO NON-U.S. HOLDERS

The following is a summary of certain U.S. federal income and estate tax considerations related to the purchase, ownership and disposition of our Class A common stock that are applicable to a "non-U.S. holder" (defined below). This section does not address tax considerations applicable to other investors, such as U.S. holders (defined below). Investors are urged to consult their own tax advisors to determine the specific tax consequences and risks to them of purchasing, holding and disposing of our Class A common stock.

This summary:

- is based on the Code, U.S. federal tax regulations promulgated or proposed under it, or Treasury Regulations, judicial authority and published rulings and administrative pronouncements of the U.S. Internal Revenue Service, or IRS, each as of the date of this prospectus and each of which are subject to change at any time, possibly with retroactive effect;
- is applicable only to non-U.S. holders who hold the shares as "capital assets" within the meaning of section 1221 of the Code;
- does not discuss the applicability of any U.S. state or local taxes, non-U.S. taxes or any other U.S. federal tax except for U.S. federal income tax and estate tax; and
- does not address all aspects of U.S. federal income taxation that may be relevant to holders in light of their particular circumstances or who are subject to special treatment under U.S. federal income tax laws, including but not limited to:
  - certain former citizens and long-term residents of the United States;
  - banks, financial institutions, or "financial services entities";
  - insurance companies;
  - tax-exempt organizations;
  - dealers in securities;
  - persons subject to the alternative minimum tax;
  - investors holding our Class A common stock as part of a "straddle," "hedge," "conversion transaction," or other risk-reduction transaction; and
  - "controlled foreign corporations" and "passive foreign investment companies," as defined in the Code.

This summary constitutes neither tax nor legal advice. Prospective investors are urged to consult their own tax advisors to determine the specific tax consequences and risks to them of purchasing, holding and disposing of our Class A common stock, including the application to their particular situations of any U.S. federal, state, local and non-U.S. tax laws and of any applicable income tax treaty.

Non-U.S. Holder Defined

For purposes of this discussion, a non-U.S. holder is a beneficial owner of our Class A common stock that is neither a "U.S. holder" nor a partnership or entity or arrangement treated as a partnership for U.S. federal income tax purposes. A "U.S. holder" is:

- an individual citizen or resident of the United States;

- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (i) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

If a partnership (or an entity or arrangement treated as a partnership for U.S. federal income tax purposes) owns our Class A common stock, then the U.S. federal income tax treatment of a partner in that partnership generally will depend on the status of the partner and the partnership's activities. Partners and partnerships should consult their own tax advisors with regard to the U.S. federal income tax treatment of an investment in our Class A common stock.

Distributions to Non-U.S. Holders

Distributions of cash or property, if any, paid to a non-U.S. holder of our Class A common stock will constitute "dividends" for U.S. federal income tax purposes to the extent paid out of our current or accumulated earnings and profits, as determined for U.S. federal income tax purposes. If the amount of a distribution exceeds both our current and accumulated earnings and profits, such excess will first constitute a nontaxable return of capital, which will reduce the holder's tax basis in our Class A common stock, but not below zero, and thereafter will be treated as gain from the sale of our Class A common stock (see "—Sale or Taxable Disposition of Class A Common Stock by Non-U.S. Holders" below).

Subject to the following paragraphs, dividends on our Class A common stock generally will be subject to U.S. federal withholding tax at a 30% gross rate, subject to any exemption or lower rate as may be specified by an applicable income tax treaty. We may withhold up to 30% of either (i) the gross amount of the entire distribution, even if the amount of the distribution is greater than the amount constituting a dividend, as described above, or (ii) the amount of the distribution we project will be a dividend, based upon a reasonable estimate of both our current and our accumulated earnings and profits for the taxable year in which the distribution is made. If tax is withheld on the amount of a distribution in excess of the amount constituting a dividend, then you may obtain a refund of that excess amount by timely filing a claim for refund with the IRS.

To claim the benefit of a reduced rate of or an exemption from U.S. federal withholding tax under an applicable income tax treaty, a non-U.S. holder will be required (i) to satisfy certain certification requirements, which may be made by providing us or our agent with a properly executed and completed IRS Form W-8BEN (or other applicable form) certifying, under penalty of perjury, that the holder qualifies for treaty benefits and is not a U.S. person or (ii) if our Class A common stock is held through certain non-U.S. intermediaries, to satisfy the relevant certification requirements of the applicable Treasury Regulations. Special certification and other requirements apply to certain non-U.S. holders that are pass-through entities.

Dividends that are effectively connected with the conduct of a trade or business by the non-U.S. holder within the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment, or a fixed base in the case of an individual non-U.S. holder, that is maintained by the non-U.S. holder in the United States) ("effectively connected dividends") are not subject to the U.S. federal withholding tax, provided that the non-U.S. holder certifies, under penalty of perjury, that the dividends paid to such holder are effectively connected dividends on a properly executed and completed IRS Form W-8ECI (or other applicable form). Instead, any such dividends will be subject to U.S. federal income tax on a net income basis in a manner similar to that which would apply if the non-U.S. holder were a U.S. person.

Corporate non-U.S. holders who receive effectively connected dividends may also be subject to an additional "branch profits tax" at a gross rate of 30% on their earnings and profits for the taxable year that are effectively connected with the holder's conduct of a trade or business within the United States, subject to any exemption or reduction provided by an applicable income tax treaty.

Sale or Taxable Disposition of Class A Common Stock by Non-U.S. Holders

Any gain realized on the sale, exchange or other taxable disposition of our Class A common stock generally will not be subject to U.S. federal income tax unless:

- the gain is effectively connected with the conduct of a trade or business by the non-U.S. holder within the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment, or fixed base in the case of an individual non-U.S. holder, that is maintained by the non-U.S. holder in the United States);
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or
- we are or have been a "United States real property holding corporation" for U.S. federal income tax purposes at any time during the shorter of the five-year period ending on the date of such disposition and the non-U.S. holder's holding period in our Class A common stock.

A non-U.S. holder described in the first bullet point above generally will be subject to U.S. federal income tax on the net gain derived from the sale or disposition under regular graduated U.S. federal income tax rates as if the holder were a U.S. person. If the non-U.S. holder is a corporation, then the gain may also, under certain circumstances, be subject to the "branch profits" tax, which was discussed above.

An individual non-U.S. holder described in the second bullet point above will be subject to a tax at a 30% gross rate, subject to any reduction or reduced rate under an applicable income tax treaty, on the net gain derived from the sale, which may be offset by U.S.-source capital losses, even though the individual is not considered a resident of the United States for U.S. federal income tax purposes.

We believe we are not, have not been and will not become a "United States real property holding corporation" for U.S. federal income tax purposes. In the event that we are or become a United States real property holding corporation at any time during the applicable period described in the third bullet point above, any gain recognized on a sale or other taxable disposition of our Class A common stock may be subject to U.S. federal income tax, including any applicable withholding tax, if (i) the non-U.S. holder beneficially owns, or has owned, more than 5% of our Class A common stock at any time during the applicable period, or (ii) our Class A common stock ceases to be regularly traded on an "established securities market" within the meaning of the Code. Non-U.S. holders who intend to acquire more than 5% of our Class A common stock are encouraged to consult their tax advisors with respect to the U.S. tax consequences of a disposition of our Class A common stock.

Information Reporting and Backup Withholding

We must report annually to the IRS and to each non-U.S. holder the amount of dividends and other distributions paid to the holder and the tax withheld, if any, from those payments. These reporting requirements apply regardless of whether withholding was reduced or eliminated by any applicable income tax treaty. Copies of the information returns reporting such dividends and the tax withheld may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty.

A non-U.S. holder will generally be subject to backup withholding for dividends paid to the holder unless the holder certifies under penalty of perjury that it is not a U.S. person or the holder otherwise establishes an exemption (provided that the payor does not have actual knowledge or reason to know that such holder is a U.S. person or that the conditions of any other exemptions are not in fact satisfied).

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale of our Class A common stock by a non-U.S. holder within the United States or conducted through certain U.S.-related financial intermediaries, unless the holder certifies under penalty of perjury that it is not a U.S. person or the holder otherwise establishes an exemption (provided that neither the broker nor intermediary has actual knowledge or reason to know that such holder is a U.S. person or that the conditions of any other exemptions are not in fact satisfied).

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a non-U.S. holder's U.S. federal income tax liability, if any, provided the required information is timely furnished to the IRS.

Federal Estate Tax

Individual non-U.S. holders and entities the property of which is potentially includible in such an individual's gross estate for U.S. federal estate tax purposes (for example, a trust funded by such an individual and with respect to which the individual has retained certain interests or powers) should note that, absent an applicable treaty benefit, our Class A common stock will be treated as U.S.-situs property subject to U.S. federal estate tax.

Recent Legislative Developments

The recently enacted Hiring Incentives to Restore Employment Act has, among other things, added new sections 1471 to 1474 of the Code, which will impose new information reporting requirements and a 30% withholding tax on dividends and sales proceeds paid to certain non-U.S. entities that hold shares in U.S. corporations. The IRS has recently issued Proposed Treasury Regulations, which if finalized as proposed, will provide that this withholding will generally apply to payments of dividends on our Class A common stock made on or after January 1, 2014 and to payments of gross proceeds from a disposition of our Class A common stock made on or after January 1, 2015. In general, to avoid the withholding tax under these provisions, (i) foreign financial institutions that hold shares in U.S. corporations will be required to identify for the IRS each U.S. account owner who is a beneficial owner of such shares and to provide certain information regarding the account, and also to agree to comply with certain other requirements, and (ii) other foreign entities (aside from public companies) that are beneficial owners of shares will be required to identify U.S. persons who own a 10% or greater interest in such foreign entity. Certain foreign financial institutions and other foreign entities may qualify for an exemption from these rules. Foreign entities, and other foreign persons who plan to have their shares of our Class A common stock held through a foreign financial institution or certain other foreign entities, should consider the potential applicability of these new provisions.

UNDERWRITING

Merrill Lynch, Pierce, Fenner & Smith Incorporated, Goldman, Sachs & Co. and Piper Jaffray & Co. are acting as representatives of each of the underwriters named below. Subject to the terms and conditions set forth in an underwriting agreement among us, the selling stockholders and the underwriters, we and the selling stockholders have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us and the selling stockholders, the number of shares of our Class A common stock set forth opposite its name below.

Underwriter	Number of Shares
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Goldman, Sachs & Co.	
Piper Jaffray & Co.	
Leerink Swann LLC	
Canaccord Genuity Inc.	
William Blair & Company, L.L.C.	
Oppenheimer & Co. Inc.	
Total	

Subject to the terms and conditions set forth in the underwriting agreement, the underwriters have agreed, severally and not jointly, to purchase all of the shares sold under the underwriting agreement if any of these shares are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated.

We and the selling stockholders have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act relating to losses or claims resulting from material misstatements in or omissions from this prospectus, the registration statement of which this prospectus is a part, certain free writing prospectuses that may be used in the offering and in any marketing materials used in connection with this offering and to contribute to payments the underwriters may be required to make in respect of those liabilities.

The underwriters are offering the shares, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the shares, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officers' certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Commissions and Discounts

The representatives have advised us and the selling stockholders that the underwriters propose initially to offer the shares to the public at the public offering price set forth on the cover page of this prospectus and to dealers at that price less a concession not in excess of $ per share. After the initial offering, the public offering price, concession or any other term of this offering may be changed.

The following table shows the public offering price, underwriting discount and proceeds before expenses to us and the selling stockholders. The information assumes either no exercise or full exercise by the underwriters of their overallotment option.

	Per Share	Without Option	With Option
Public offering price	$	$	$
Underwriting discounts	$	$	$
Proceeds, before expenses, to Globus Medical, Inc.	$	$	$
Proceeds, before expenses, to the selling stockholders	$	$	$

The expenses of this offering, not including the underwriting discount, are estimated at $ payable by us and $ payable by the selling stockholders.

Overallotment Option

The selling stockholders have granted an option to the underwriters to purchase up to additional shares at the public offering price, less the underwriting discount to cover overallotments, if any. The underwriters may exercise this option for 30 days from the date of this prospectus solely to cover any overallotments. If the underwriters exercise this option, each will be obligated, subject to conditions contained in the underwriting agreement, to purchase a number of additional shares proportionate to that underwriter's initial amount reflected in the above table.

No Sales of Similar Securities

We and the selling stockholders, our executive officers and directors and our other existing security holders have agreed not to sell or transfer any shares of our Class A common stock or securities convertible into, exchangeable for, exercisable for, or repayable with shares of our Class A common stock, for 180 days after the date of this prospectus without first obtaining the written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Goldman, Sachs & Co. Specifically, we and these other persons have agreed, with certain limited exceptions, not to directly or indirectly

- offer, pledge, sell or contract to sell any shares of our Class A common stock;
- sell any option or contract to purchase any shares of our Class A common stock;
- purchase any option or contract to sell any shares of our Class A common stock;
- grant any option, right or warrant for the sale of any shares of our Class A common stock;
- lend or otherwise dispose of or transfer any shares of our Class A common stock;
- request or demand that we file a registration statement related to our Class A common stock; or
- enter into any swap or other agreement that transfers, in whole or in part, the economic consequence of ownership of any shares of our Class A common stock whether any such swap or transaction is to be settled by delivery of shares or other securities, in cash or otherwise.

This lock-up provision applies to shares of our Class A common stock and to securities convertible into or exchangeable or exercisable for or repayable with shares of our Class A common stock. It also applies to shares of our Class A common stock owned now or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition. In the event that either

(a) during the last 17 days of the lock-up period referred to above, we issue an earnings release or material news or a material event relating to us occurs or (b) prior to the expiration of the lock-up period, we announce that we will release earnings results or become aware that material news or a material event will occur during the 16-day period beginning on the last day of the lock-up period, the restrictions described above shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

New York Stock Exchange Listing

We intend to apply to list our Class A common stock on the New York Stock Exchange under the symbol "GMED." In order to meet the requirements for listing on that exchange, the underwriters have undertaken to sell a minimum number of shares to a minimum number of beneficial owners as required by that exchange.

Before this offering, there has been no public market for our Class A common stock. The initial public offering price will be determined through negotiations among us, the selling stockholders and the representatives. In addition to prevailing market conditions, the factors to be considered in determining the initial public offering price are

- the valuation multiples of publicly traded companies that the representatives believe to be comparable to us;
- our financial information;
- the history of, and the prospects for, our company and the industry in which we compete;
- an assessment of our management, its past and present operations and the prospects for, and timing of, our future revenues;
- the present state of our development; and
- the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

An active trading market for the shares may not develop. It is also possible that after this offering the shares will not trade in the public market at or above the initial public offering price.

The underwriters do not expect to sell more than 5% of the shares in the aggregate to accounts over which they exercise discretionary authority.

Price Stabilization, Short Positions and Penalty Bids

Until the distribution of the shares is completed, SEC rules may limit underwriters and selling group members from bidding for and purchasing shares of our Class A common stock. However, the representatives may engage in transactions that stabilize the price of our Class A common stock, such as bids or purchases to peg, fix or maintain that price.

In connection with this offering, the underwriters may purchase and sell shares of our Class A common stock in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in this offering. "Covered" short sales are sales made in an amount not greater than the underwriters' overallotment option described above. The underwriters may close out any covered short position by either exercising their overallotment option or purchasing shares in the

open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the overallotment option. “Naked” short sales are sales in excess of the overallotment option. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our Class A common stock in the open market after pricing that could adversely affect investors who purchase in this offering. Stabilizing transactions consist of various bids for or purchases of shares of our Class A common stock made by the underwriters in the open market prior to the closing of this offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Similar to other purchase transactions, the underwriters’ purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our Class A common stock or preventing or retarding a decline in the market price of our Class A common stock. As a result, the price of our Class A common stock may be higher than the price that might otherwise exist in the open market. The underwriters may conduct these transactions on the New York Stock Exchange, in the over-the-counter market or otherwise.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our Class A common stock. In addition, neither we nor any of the underwriters make any representation that the representatives will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Electronic Offer, Sale and Distribution of Shares

In connection with this offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as e-mail. In addition, one or more of the underwriters may facilitate Internet distribution for this offering to certain of their Internet subscription customers. Any such underwriter may allocate a limited number of shares for sale to its online brokerage customers. An electronic prospectus is available on the Internet websites maintained by any such underwriter. Other than the prospectus in electronic format, the information on the websites of any such underwriter is not part of this prospectus.

Other Relationships

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of the issuer. The underwriters and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Notice to Prospective Investors in the European Economic Area

In relation to each Member State of the EEA which has implemented the Prospectus Directive, each, a Relevant Member State, an offer to the public of any shares which are the subject of this offering may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any shares may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

(a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity which has two or more of (i) an average of at least 250 employees during the last financial year; (ii) a total balance sheet of more than €43,000,000 and (iii) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(c) by the underwriters to fewer than 100 natural or legal persons (other than "qualified investors" as defined in the Prospectus Directive) subject to obtaining the prior consent of the representatives for any such offer; or

(d) in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of shares shall result in a requirement for the publication by us or any representative of a prospectus pursuant to Article 3 of the Prospectus Directive.

Any person making or intending to make any offer of shares within the EEA should only do so in circumstances in which no obligation arises for us or any of the underwriters to produce a prospectus for such offer. Neither we nor the underwriters have authorized, nor do they authorize, the making of any offer of shares through any financial intermediary, other than offers made by the underwriters which constitute the final offering of shares contemplated in this prospectus.

For the purposes of this provision, and your representation below, the expression an "offer to the public" in relation to any shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase any shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

Each person in a Relevant Member State who receives any communication in respect of, or who acquires any shares under, the offer of shares contemplated by this prospectus will be deemed to have represented, warranted and agreed to and with us and each underwriter that:

(a) it is a "qualified investor" within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive; and

(b) in the case of any shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (i) the shares acquired by it in this offering have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than "qualified investors" (as defined in the Prospectus Directive), or in circumstances in which the prior consent of the representatives has been given to the offer or resale; or (ii) where shares have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the offer of those shares to it is not treated under the Prospectus Directive as having been made to such persons.

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are "qualified investors" (as defined in the Prospectus Directive) (a) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and/or (b) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). This document must not be acted on or relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this document relates is only available to, and will be engaged in with, relevant persons.

Notice to Prospective Investors in Switzerland

This document, as well as any other material relating to the shares which are the subject of this offering, do not constitute an issue prospectus pursuant to Article 652a and/or 1156 of the Swiss Code of Obligations. The shares will not be listed on the SIX Swiss Exchange and, therefore, the documents relating to the shares, including, but not limited to, this document, do not claim to comply with the disclosure standards of the listing rules of SIX Swiss Exchange and corresponding prospectus schemes annexed to the listing rules of the SIX Swiss Exchange. The shares are being offered in Switzerland by way of a private placement, i.e., to a small number of selected investors only, without any public offer and only to investors who do not purchase the shares with the intention to distribute them to the public. The investors will be individually approached by us from time to time. This document, as well as any other material relating to the shares, is personal and confidential and do not constitute an offer to any other person. This document may only be used by those investors to whom it has been handed out in connection with this offering and may neither directly nor indirectly be distributed or made available to other persons without our express consent. It may not be used in connection with any other offer and shall in particular not be copied and/or distributed to the public in (or from) Switzerland.

Notice to Prospective Investors in the Dubai International Financial Centre

This document relates to an exempt offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority. This document is intended for distribution only to persons of a type specified in those rules. It must not be delivered to, or relied on by, any other person. The Dubai Financial Services Authority has no responsibility for reviewing or verifying any documents in connection with exempt offers. The Dubai Financial Services Authority has not approved this document nor taken steps to verify the information set out in it, and has no responsibility for it. The shares which are the subject of this offering may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this document you should consult an authorized financial adviser.

Notice to Prospective Investors in Hong Kong

This prospectus has not been approved by or registered with the Securities and Futures Commission of Hong Kong or the Registrar of Companies of Hong Kong. The shares will not be offered or sold in Hong Kong other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the shares which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) has been issued or will be issued in Hong Kong or elsewhere other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Notice to Prospective Investors in Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act (Chapter 289), or SFA, (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA. Where the shares are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, then shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the shares under Section 275 except: (i) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (ii) where no consideration is given for the transfer; or (iii) by operation of law.

Notice to Prospective Investors in Japan

The shares have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except in compliance with all applicable laws, regulations and ministerial guidelines promulgated by relevant Japanese governmental or regulatory authorities in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

Notice to Prospective Investors in Australia

No prospectus, disclosure document, offering material or advertisement in relation to our Class A common stock has been lodged with the Australian Securities and Investments Commission or the Australian Stock Exchange Limited. Accordingly, a person may not (a) make, offer or invite applications for the issue, sale or purchase of shares of our Class A common stock within, to or from Australia (including an offer or invitation which is received by a person in Australia) or (b) distribute or publish this prospectus or any other prospectus, disclosure document, offering material or advertisement relating to our Class A common stock in Australia, unless (i) the minimum aggregate consideration payable by each offeree is the U.S. dollar equivalent of at least A$500,000 (disregarding monies lent by the offeror or its associates) or the offer otherwise does not require disclosure to investors in accordance with Part 6D.2 of the Corporations Act 2001 (CWLTH) of Australia; and (ii) such action complies with all applicable laws and regulations.

LEGAL MATTERS

The validity of the Class A common stock offered hereby will be passed upon for us by Wyrick Robbins Yates & Ponton LLP, Raleigh, North Carolina. Drinker Biddle & Reath LLP, Philadelphia, Pennsylvania is also acting as counsel for us in this offering. Latham & Watkins LLP, New York, New York is acting as counsel for the underwriters in this offering.

EXPERTS

The consolidated financial statements of Globus Medical, Inc., at December 31, 2010 and 2011, and for each of the years in the three-year period ended December 31, 2011, have been included herein in this prospectus and registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1, which includes exhibits, schedules and amendments, under the Securities Act with respect to this offering of our securities. Although this prospectus, which forms a part of the registration statement, contains all material information included in the registration statement, parts of the registration statement have been omitted as permitted by rules and regulations of the SEC. We refer you to the registration statement and its exhibits for further information about us, our securities and this offering. The registration statement and its exhibits, as well as any other documents that we have filed with the SEC, may be inspected and copied at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549-1004. The public may obtain information about the operation of the public reference room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains a website at http://www.sec.gov that contains the registration statement and other reports, proxy and information statements and information that we file electronically with the SEC.

After we have completed this offering, we will become subject to the information and reporting requirements of the Exchange Act and will file annual, quarterly and current reports, proxy statements and other information with the SEC. We intend to make these filings available on our website once the offering is completed. You may read and copy any reports, statements or other information on file at the public reference rooms. You can also request copies of these documents, for a copying fee, by writing to the SEC, or you can review these documents on the SEC's website, as described above or via our website at *www.globusmedical.com*. In addition, we will provide electronic or paper copies of our filings free of charge upon request.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Table of Contents

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
Globus Medical, Inc.:

We have audited the accompanying consolidated balance sheets of Globus Medical, Inc. and subsidiaries (the Company) as of December 31, 2010 and 2011, and the related consolidated statements of income, comprehensive income, equity and cash flows for each of the years in the three-year period ended December 31, 2011. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Globus Medical, Inc. and subsidiaries as of December 31, 2010 and 2011, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2011, in conformity with U.S. generally accepted accounting principles.

/s/ KPMG LLP

Philadelphia, Pennsylvania
March 28, 2012

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Consolidated Balance Sheets
(in thousands, except par value)

	December 31,		March 31,	Pro Forma March 31,
	2010	2011	2012	2012
			Unaudited (See note 1)	
Assets				
Current assets:				
Cash and cash equivalents	$ 111,701	$ 142,668	$159,098	$159,098
Accounts receivable, net of allowance for doubtful accounts $608, $602 and $802, respectively	42,433	46,727	50,825	50,825
Inventories	40,882	47,369	49,271	49,271
Prepaid expenses and other current assets	2,273	2,515	3,209	3,209
Income taxes receivable	6,150	3,336	3,395	3,395
Deferred income taxes	15,533	16,160	16,946	16,946
Total current assets	218,972	258,775	282,744	282,744
Property and equipment, net	45,903	52,394	54,081	54,081
Intangible assets	—	7,433	7,324	7,324
Goodwill	—	9,808	9,808	9,808
Other assets	1,700	980	852	852
Total assets	$266,575	$ 329,390	$ 354,809	$ 354,809
Liabilities and Equity				
Current liabilities:				
Current portion of long-term debt	$ 5,253	$ —	$ —	$ —
Accounts payable	5,376	5,323	4,462	4,462
Accounts payable to related party	1,874	1,178	1,831	1,831
Accrued expenses	18,797	21,268	17,276	17,276
Income taxes payable	427	302	11,318	11,318
Business acquisition liabilities, current	—	1,200	1,200	1,200
Total current liabilities	31,727	29,271	36,087	36,087
Business acquisition liabilities, net of current portion	—	9,089	8,794	8,318
Deferred income taxes	2,808	5,755	5,602	5,782
Other liabilities	3,845	2,799	2,809	2,809
Total liabilities	38,380	46,914	53,292	52,996
Commitments and contingencies (note 14)				
Equity:				
Convertible preferred stock; $0.001 par value. Authorized, issued and outstanding 50,691, 50,691, 50,691 and 0 shares at December 31, 2010 and 2011, and March 31, 2012 and March 31, 2012 pro forma (liquidation value of $110,000)	51	51	51	—
Common stock; $0.001 par value. Authorized 679,178 shares; issued and outstanding 239,242, 235,719, 236,301 and 286,992 shares at December 31, 2010 and 2011, respectively, and March 31, 2012 and March 31, 2012 pro forma	239	236	236	287
Additional paid-in capital	102,544	106,545	107,709	107,709
Accumulated other comprehensive loss	(718)	(1,202)	(901)	(901)
Retained earnings	126,079	176,846	194,422	194,718
Total equity	228,195	282,476	301,517	301,813
Total liabilities and equity	$266,575	$ 329,390	$ 354,809	$ 354,809

See accompanying notes to consolidated financial statements.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Consolidated Statements of Income
(in thousands, except per share data)

	Year ended December 31,			Three Months ended March 31,	
	2009	2010	2011	2011	2012
				Unaudited	
Sales	$ 254,344	$288,195	$ 331,478	$ 78,279	$ 94,717
Cost of goods sold	41,607	53,825	68,796	14,899	18,391
Gross profit	212,737	234,370	262,682	63,380	76,326
Operating expenses:					
Research and development	20,521	21,309	23,464	6,040	6,736
Selling general and administrative	108,422	122,589	140,386	34,014	41,225
Provision for litigation settlements	1,889	2,787	1,470	14	307
Total operating expenses	130,832	146,685	165,320	40,068	48,268
Operating income	81,905	87,685	97,362	23,312	28,058
Other income (expense), net	(127)	54	(413)	4	225
Income before income taxes	81,778	87,739	96,949	23,316	28,283
Income tax provision	29,745	33,281	36,165	8,885	10,707
Net income	52,033	54,458	60,784	14,431	17,576
Less net income attributable to noncontrolling interest	3,300	—	—	—	—
Net income attributable to Globus Medical, Inc.	$ 48,733	$ 54,458	$ 60,784	$ 14,431	$ 17,576
Earnings per share attributable to Globus Medical, Inc.:					
Basic	$ 0.17	$ 0.19	$ 0.21	$ 0.05	$ 0.06
Diluted	$ 0.16	$ 0.18	$ 0.21	$ 0.05	$ 0.06
Weighted average shares outstanding:					
Basic	235,947	238,362	235,729	236,400	236,028
Diluted	245,202	246,251	243,230	245,874	244,662
Unaudited pro forma net income			$ 61,074		$ 17,872
Unaudited pro forma earnings per share attributable to Globus Medical, Inc.:					
Basic			$ 0.21		$ 0.06
Diluted			$ 0.21		$ 0.06
Unaudited pro forma weighted average shares outstanding:					
Basic			286,420		286,719
Diluted			293,921		295,353

See accompanying notes to consolidated financial statements.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Consolidated Statements of Comprehensive Income
(in thousands)

	Year ended December 31,			Three Months ended March 31,	
	2009	2010	2011	2011	2012
				Unaudited	
Net income	$ 52,033	$54,458	$60,784	$ 14,431	$ 17,576
Other comprehensive income (loss), net of tax:					
Foreign currency translation	(864)	(141)	(484)	40	301
Unrealized losses on investments	(5)	—	—	—	—
Total other comprehensive income (loss)	(869)	(141)	(484)	40	301
Comprehensive income	51,164	54,317	60,300	14,471	17,877
Less: comprehensive income attributable to noncontrolling interest	3,300	—	—	—	—
Comprehensive income attributable to Globus Medical, Inc.	$ 47,864	$ 54,317	$ 60,300	$ 14,471	$ 17,877

See accompanying notes to consolidated financial statements.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Consolidated Statements of Equity
(in thousands)

	Globus Medical, Inc. Stockholders' Equity									
	Convertible preferred stock		Common stock							
	Shares	Amount	Shares	Amount	Additional paid-in capital	Accumulated other comprehensive loss	Retained earnings	Total stockholders' equity attributable to Globus Medical, Inc.	Noncontrolling interest	Total
Balance at December 31, 2008	50,691	$ 51	235,399	$ 235	$ 91,837	$ 292	$22,888	$ 115,303	$ 5,028	$ 120,331
Share-based compensation	—	—	—	—	3,511	—	—	3,511	—	3,511
Exercise of deemed stock options	—	—	—	—	62	—	—	62	—	62
Exercise of stock options	—	—	1,956	2	854	—	—	856	—	856
Tax benefit related to nonqualified stock options exercised	—	—	—	—	149	—	—	149	—	149
Contribution of noncontrolling interest	—	—	—	—	—	—	—	—	100	100
Deconsolidation of noncontrolling interest	—	—	—	—	—	—	—	—	(8,428)	(8,428)
Comprehensive income	—	—	—	—	—	(869)	48,733	47,864	3,300	51,164
Balance at December 31, 2009	50,691	51	237,355	237	96,413	(577)	71,621	167,745	—	167,745
Share-based compensation	—	—	—	—	4,025	—	—	4,025	—	4,025
Exercise of deemed stock options	—	—	—	—	30	—	—	30	—	30
Exercise of stock options	—	—	1,887	2	1,289	—	—	1,291	—	1,291
Tax benefit related to nonqualified stock options exercised	—	—	—	—	787	—	—	787	—	787
Comprehensive income	—	—	—	—	—	(141)	54,458	54,317	—	54,317
Balance at December 31, 2010	50,691	51	239,242	239	102,544	(718)	126,079	228,195	—	228,195
Share-based compensation	—	—	—	—	3,286	—	—	3,286	—	3,286
Exercise of deemed stock options	—	—	—	—	144	—	—	144	—	144
Exercise of stock options	—	—	486	1	741	—	—	742	—	742
Excess tax benefit of nonqualified stock options	—	—	—	—	(170)	—	—	(170)	—	(170)
Purchase of common stock	—	—	(4,009)	(4)	—	—	(10,017)	(10,021)	—	(10,021)
Comprehensive income	—	—	—	—	—	(484)	60,784	60,300	—	60,300
Balance at December 31, 2011	50,691	51	235,719	236	106,545	(1,202)	176,846	282,476	—	282,476
Share-based compensation (Unaudited)	—	—	—	—	1,111	—	—	1,111	—	1,111
Exercise of stock options (Unaudited)	—	—	582	—	88	—	—	88	—	88
Excess tax benefit of nonqualified stock options (Unaudited)	—	—	—	—	(35)	—	—	(35)	—	(35)
Comprehensive income (Unaudited)	—	—	—	—	—	301	17,576	17,877	—	17,877
Balance at March 31, 2012 (Unaudited)	50,691	$ 51	236,301	$ 236	$ 107,709	$ (901)	$194,422	$ 301,517	$ —	$ 301,517

See accompanying notes to consolidated financial statements.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows
(in thousands)

	Year ended December 31,			Three Months ended March 31,	
	2009	2010	2011	2011	2012
				Unaudited	
Cash flows from operating activities:					
Net income	$ 52,033	$ 54,458	$ 60,784	$ 14,431	$ 17,576
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and amortization	13,502	15,196	16,949	3,821	4,381
Provision for excess and obsolete inventories	5,046	6,112	10,487	1,584	1,850
Amortization of discounts and premiums on short-term investments	12	—	—	—	—
Stock-based compensation	3,511	4,025	3,286	801	1,111
Allowance for doubtful accounts	576	397	105	25	226
Change in fair value of interest rate swap	(200)	(238)	113	68	—
Change in fair value of contingent consideration	—	—	(79)	—	(102)
Deferred income taxes	(2,654)	1,999	2,057	(183)	(949)
(Increase) decrease in:					
Accounts receivable	(11,963)	(6,560)	(4,672)	185	(4,185)
Inventories	(18,478)	(10,188)	(15,280)	(3,322)	(3,730)
Prepaid expenses and other assets	(1,911)	1,042	460	(236)	(425)
Increase (decrease) in:					
Accounts payable	(2,635)	1,295	(1,355)	(1,423)	(517)
Accounts payable to related party	449	1,425	(696)	372	653
Accrued expenses and other liabilities	2,614	3,117	1,541	(1,989)	(3,942)
Income taxes payable/receivable	(7,823)	(792)	2,710	8,428	10,904
Net cash provided by operating activities	32,079	71,288	76,410	22,562	22,851
Cash flows from investing activities:					
Sales of short-term investments	1,639	300	—	—	—
Deconsolidation of noncontrolling interest	(3,371)	—	—	—	—
Purchases of property and equipment	(25,963)	(12,303)	(22,487)	(5,951)	(6,313)
Acquisition of businesses	—	—	(7,500)	(7,500)	—
Net cash used in investing activities	(27,695)	(12,003)	(29,987)	(13,451)	(6,313)
Cash flows from financing activities:					
Proceeds from long-term debt, noncontrolling interest	858	—	—	—	—
Repayments of long-term debt	(353)	(340)	(5,253)	(147)	—
Principal payments under capital lease obligations	(178)	—	—	—	—
Payment of business acquisition liabilities	—	—	(400)	—	(300)
Net proceeds from issuance of common and preferred stock	918	1,321	886	226	88
Purchase of common stock	—	—	(10,021)	(10,000)	—
Excess tax benefit related to nonqualified stock options	149	787	54	3	24
Investment from noncontrolling interest	100	—	—	—	—
Net cash provided by (used in) financing activities	1,494	1,768	(14,734)	(9,918)	(188)
Effect of foreign exchange rate change on cash	50	(2)	(722)	(43)	80
Net increase in cash and cash equivalents	5,928	61,051	30,967	(850)	16,430
Cash and cash equivalents—beginning of period	44,722	50,650	111,701	111,701	142,668
Cash and cash equivalents—end of period	$ 50,650	$111,701	$142,668	$110,851	$159,098
Supplemental disclosures of cash flow information:					
Interest paid	$ 496	$ 463	$ 167	$ 31	$ 6
Income taxes paid	$ 38,906	$ 28,828	$ 35,721	$ 392	$ 376

See accompanying notes to consolidated financial statements.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
(Information as of March 31, 2012 and for the
three months ended March 31, 2011 and 2012 is unaudited)

(1) Background and Summary of Significant Accounting Policies

(a) The Company

Globus Medical, Inc. and its subsidiaries (the Company or Globus) is a medical device company focused exclusively on the design, development and commercialization of products that promote healing in patients with spine disorders. Since its inception in 2003, the Company has launched over 100 products and offers a product portfolio addressing a broad array of spinal pathologies.

The Company is headquartered in Audubon, Pennsylvania and markets and sells its products through its exclusive sales force in the United States, Europe, India, South Africa, South America and the Middle East. The sales force consists of direct sales representatives and distributor sales representatives employed by exclusive independent distributors.

(b) Unaudited Interim Results

The accompanying consolidated balance sheet as of March 31, 2012, the consolidated statements of income, comprehensive income and cash flows for the three months ended March 31, 2011 and March 31, 2012 and the consolidated statements of equity for the three months ended March 31, 2012 are unaudited. The unaudited interim financial statements have been prepared on the same basis as the annual financial statements and in the opinion of management reflect all adjustments, which include only normal recurring adjustments, necessary to present fairly the Company's financial position and results of operations and cash flows for the periods presented. The financial data and other information disclosed in these notes to consolidated financial statements related to the three months and subsequent period are unaudited. The results for the three months ended March 31, 2012 are not necessarily indicative of the results to be expected for the year ending December 31, 2012 or for any other interim period or for any other future year.

(c) Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Globus Medical, Inc., and its wholly owned subsidiaries. The Company's consolidation policy requires the consolidation of entities where a controlling financial interest is held as well as the consolidation of variable interest entities in which the Company is the primary beneficiary. All intercompany balances and transactions are eliminated in consolidation.

(d) Foreign Currency Translation

The functional currency of the Company's foreign subsidiaries is their local currency. Assets and liabilities of the foreign subsidiaries are translated at the period end currency exchange rate and revenues and expenses are translated at an average currency exchange rate for the period. The resulting foreign currency translation gains and losses are included as a component of accumulated other comprehensive income. Gains and losses arising from intercompany foreign transactions are included in other income on the consolidated statement of operations. The Company recognized foreign exchange gains in other income (expense) of $0, $0.2 million, $0.4 million, $0 and $0.2 million for the years ended December 31, 2009, 2010, 2011 and the three months ended March 31, 2011 and 2012, respectively.

(e) Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The Company bases its estimates, in part, on historical experience that management believes to be reasonable under the circumstances. Actual results could differ from those estimates. Estimates and assumptions are periodically reviewed and the effects of revisions are reflected in the consolidated financial statements in the period they are determined to be necessary.

Significant areas that require management's estimates include intangible assets, contingent payment liabilities, allowance for doubtful accounts, stock-based compensation, provision for excess and obsolete inventory, useful lives of assets, the outcome of litigation, and income taxes. The Company is subject to risks and uncertainties due to changes in the healthcare environment, regulatory oversight, competition, and legislation that may cause actual results to differ from estimated results.

(f) Unaudited Pro forma Balance Sheet Presentation

The unaudited pro forma balance sheet as of March 31, 2012 reflects:

- The automatic conversion of all outstanding shares of convertible preferred stock, as of March 31, 2012, into 50,691,245 shares of Common Stock upon the closing of the initial public offering (IPO) contemplated by the Company's prospectus as of March 31, 2012 . The shares of Common Stock issued in the IPO and any related estimated net proceeds are excluded from such pro forma information.

- The cancellation of the put right (note 11) that is cancelled upon the closing of the IPO.

(g) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and all highly liquid investments with a maturity of three months or less when purchased.

(h) Accounts Receivable and Allowance for Doubtful Accounts

The majority of the Company's accounts receivable is composed of amounts due from hospitals. The Company carries its accounts receivable at cost less an allowance for doubtful accounts. On a regular basis, the Company evaluates its accounts receivable and estimates an allowance for doubtful accounts, as needed, based on various factors such as its customers' current credit conditions, length of time past due, and the general economy as a whole. Receivables are written off against the allowance when they are deemed uncollectible.

(i) Concentrations of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, are primarily cash and cash equivalents and accounts receivable. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of entities comprising the Company's customer base. The Company performs ongoing credit evaluations of its customers and generally does not require collateral.

There was no customer that accounted for 10% or more of sales in 2009, 2010 or 2011.

(j) Inventories

Inventories are stated at the lower of cost or market. Cost is determined on a first-in, first-out basis. The majority of the Company's inventories are finished goods as the Company mainly utilizes third-party suppliers to source its products. Management periodically evaluates the carrying value of the Company's inventories in

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

relation to the estimated forecast of product demand, which takes into consideration the estimated life cycle of product releases. When quantities on hand exceed estimated sales forecasts, the Company records a reserve for such excess inventories.

(k) Property and Equipment

Property and equipment are recorded at cost less accumulated depreciation. Additions or improvements are capitalized, while repairs and maintenance are expensed as incurred. Depreciation and amortization are provided using the straight-line method over the related lives of the assets.

When assets are sold or otherwise disposed of, the related property, equipment, and accumulated depreciation amounts are relieved from the accounts, and any gain or loss is recorded in the consolidated statements of operations.

(l) Goodwill and Intangible Assets

Goodwill represents the excess purchase price over the fair value of the net tangible and identifiable intangible assets acquired by the Company. Goodwill is tested for impairment at a minimum on an annual basis. Goodwill is tested for impairment at the reporting unit level by comparing the reporting unit's carrying amount, to the fair value of the reporting unit. The fair values are estimated using an income and discounted cash flow approach. In 2011 and through March 31, 2012, the Company did not record any impairment charges related to goodwill. There was no goodwill in 2009 or 2010.

Intangible assets consist of purchased in-process research and development (IPR&D), patents, customer relationships and non-compete agreements. Intangible assets with finite useful lives are amortized over the period of estimated benefit using the straight-line method and estimated useful lives ranging from one to ten years. Intangible assets are tested for impairment annually or whenever events or circumstances indicate that a carrying amount of an asset (asset group) may not be recoverable. If impairment is indicated, the Company measures the amount of the impairment loss as the amount by which the carrying amount exceeds the fair value of the asset. Fair value is generally determined using a discounted future cash flow analysis. The Company completed its annual goodwill impairment test in the fourth quarter of 2011 and determined that goodwill was not impaired.

IPR&D has an indefinite life and is not amortized until completion and development of the project at which time the IPR&D becomes an amortizable asset. If the related project is not completed in a timely manner, the Company may have an impairment related to the IPR&D, calculated as the excess of the asset's carrying value over its fair value.

(m) Impairment of Long-Lived Assets

The Company periodically evaluates the recoverability of the carrying amount of long-lived assets, which include property and equipment, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment is assessed when the undiscounted future cash flows from the use and eventual disposition of an asset are less than its carrying value. If impairment is indicated, the Company measures the amount of the impairment loss as the amount by which the carrying amount exceeds the fair value of the asset. The Company's fair value methodology is based on quoted market prices, if available. If quoted market prices are not available, an estimate of fair value is made based on prices of similar assets or other valuation techniques including present value techniques.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

(n) Revenue Recognition

Revenue is recognized when persuasive evidence of an arrangement exists, product delivery has occurred, pricing is fixed or determinable, and collection is reasonably assured. A significant portion of the Company's revenue is generated from consigned inventory maintained at hospitals or with sales representatives. For these products, revenue is recognized at the time the product is used or implanted. For all other transactions, the Company recognizes revenue when title to the goods and risk of loss transfer to customers, provided there are no remaining performance obligations that will affect the customer's final acceptance of the sale. The Company's policy is to classify shipping and handling costs billed to customers as sales and the related expenses as cost of goods sold.

(o) Research and Development

Research and development costs are expensed as incurred. Research and development costs include salaries, employee benefits, supplies, consulting services, clinical services and clinical trial costs, and facilities costs. Costs incurred in obtaining technology licenses and patents are charged immediately to research and development expense if the technology licensed has not reached technological feasibility and has no alternative future use.

(p) Stock-Based Compensation

The cost for employee and non-employee director awards is measured at the grant date based on the fair value of the award. The fair value of the portion of the award that is ultimately expected to vest is recognized as expense over the requisite service period (generally the vesting period of the equity award). Awards issued to non-employees are recorded at their fair value as determined in accordance with authoritative guidance, and are periodically revalued as the awards vest and are recognized as expense over the requisite service period.

The determination of the fair value of stock options is made utilizing the Black-Scholes option- pricing model which is affected by the Company's stock price and a number of assumptions, including expected volatility, expected term, risk-free interest rate and expected dividends. The expected volatility is based upon the historical volatility of a public company peer group over the most recent period commensurate with the estimated expected term of the stock options. The expected term of the stock options is determined utilizing the simplified method given the lack of the Company's historical data. The risk-free interest rate assumption is based on observed interest rates of U.S. Treasury securities appropriate for the expected terms of the stock options. The dividend yield assumption is based on the history and expectation of no dividend payouts.

(q) Income Taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the year in which such items are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the period that includes the enactment date. A valuation allowance is established to offset any deferred tax assets if, based upon available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

Significant judgment is required in determining income tax provisions and in evaluating tax positions. The Company will establish additional provisions for income taxes, when, despite the belief that tax positions are fully supportable, there remain certain positions that do not meet the minimum probability threshold that a tax

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

position is more likely than not to be sustained upon examination by the taxing authority. In the normal course of business, the Company and its subsidiaries are examined by various federal, state, and foreign tax authorities. Globus regularly assesses the potential outcomes of these examinations and any future examinations for the current or prior years in determining the adequacy of the provision for income taxes. The Company periodically assesses the likelihood and amount of potential adjustments and adjusts the income tax provision, the current tax liability, and deferred taxes in the period in which the facts that give rise to a revision become known.

(r) Derivatives

The Company minimizes risk from interest rate fluctuations through the normal operating and financing activities and when deemed appropriate through the use of derivative financial instruments. Derivative financial instruments are used to manage risk and are not used for trading or speculative purposes. Derivative financial instruments used for hedging purposes must be designated and effective as a hedge of the identified risk exposure at the inception of the contract. Accordingly, changes in fair value of the derivative contract must be correlated with changes in fair value of the underlying hedged item at inception of the hedge and over the life of the hedge contract. All derivatives are recorded in the consolidated balance sheet as assets or liabilities and measured at fair value. At December 31, 2010, the Company had an interest rate swap that did not qualify for hedge accounting (note 10). There were no derivative financial instruments held as of December 31, 2011 and March 31, 2012.

(s) Fair Value of Financial Instruments

As of December 31, 2011 and March 31, 2012, the carrying values of cash and cash equivalents, short-term investments, accounts receivable, accounts payable and accrued expenses approximate their respective fair values based on their short-term nature. In addition, management believes the carrying value of the Company's debt instruments held as of December 31, 2010, which did not have readily ascertainable market values, approximated their fair values, given that the interest rates on outstanding borrowings approximated market rates. The Company classifies its financial assets and liabilities that are measured at fair value into one of the three categories based upon inputs used to determine fair value (note 4).

(t) Advertising Expense

The Company expenses advertising costs as they are incurred. Advertising expense was $0.2 million, $0.3 million and $0.4 million, $0.1 million, and $0.1 million for the years ended December 31, 2009, 2010, and 2011 and for the three months ended March 31, 2011 and 2012, respectively.

(u) Legal Costs

The Company expenses legal costs related to loss contingencies as incurred.

(v) Recently Issued Accounting Pronouncements

Effective January 1, 2012, the Company adopted Financial Accounting Standards Board (FASB) authoritative guidance that amends previous guidance for the presentation of comprehensive income. The new standard eliminates the option to present other comprehensive income in the statement of changes in equity. Under the revised guidance, an entity has the option to present the components of net income and other comprehensive income in either a single continuous statement of comprehensive income or in two separate but consecutive financial statements. The Company is providing two separate but consecutive financial statements. The new standard was required to be applied retroactively. Other than the change in presentation, the adoption of the new standard did not have an impact on the Company's financial position or results of operations.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

Effective January 1, 2012, the Company adopted FASB authoritative guidance that amends previous guidance for fair value measurement and disclosure requirements. The revised guidance changes certain fair value measurement principles, clarifies the application of existing fair value measurements and expands the disclosure requirements, particularly for Level 3 fair value measurements. Adoption of the amendments did not have a material impact on the Company's financial position or results of operations.

(2) Earnings per Common Share

The Company computes earnings per share (EPS) using the two-class method. Participating securities include all shares of Series E convertible preferred stock (Series E). In the event dividends are paid on any share of Common Stock, the Company shall pay an additional dividend on all outstanding shares of Series E in a per share amount equal to (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock. In addition, the holders of the Series E are entitled to receive dividends when and if declared by the Board of Directors (the Board) at the rate of 8% of the Original Issue Price per year on each outstanding share of Series E. Such dividends shall be payable only when and if declared by the Board and shall be noncumulative and shall not accrue. As such, the Series E shares are considered participating securities and must be included in the computation of EPS.

The following table sets forth the computation of basic and diluted EPS for the years ended December 31, 2009, 2010 and 2011 and the three months ended March 31, 2011 and 2012:

	Year ended December 31,			Three months ended March 31,	
	2009	2010	2011	2011	2012
(in thousands, except per share amounts)				Unaudited	
Basic net earnings per common share:					
Net income	$ 48,733	$ 54,458	$ 60,784	$ 14,431	$ 17,576
Net income allocated to Series E shares	8,618	9,550	10,758	2,554	3,107
Net income available to common stockholders	$ 40,115	$ 44,908	$ 50,026	$ 11,877	$ 14,469
Number of shares used for basic EPS computation	235,947	238,362	235,729	236,400	236,028
Net earnings per common share - basic	$ 0.17	$ 0.19	$ 0.21	$ 0.05	$ 0.06
Diluted net earnings per common:					
Net income	$ 48,733	$ 54,458	$ 60,784	$ 14,431	$ 17,576
Net income allocated to Series E shares	8,349	9,297	10,483	2,483	3,017
Net income available to common stockholders	$ 40,384	$ 45,161	$ 50,301	$ 11,948	$ 14,559
Weighted average shares outstanding	235,947	238,362	235,729	236,400	236,028
Dilutive stock options	9,255	7,889	7,501	9,474	8,634
Number of shares used for diluted EPS computation	245,202	246,251	243,230	245,874	244,662
Net earnings per common share - diluted	$ 0.16	$ 0.18	$ 0.21	$ 0.05	$ 0.06

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

Anti-dilutive common stock issuable upon exercise of stock options excluded from the calculation of diluted shares were 3.2 million, 4.8 million, 6.7 million, 3.5 million and 7.2 million for the years ended December 31, 2009, 2010, and 2011 and the three months ended March 31, 2011 and 2012, respectively.

The unaudited pro forma net earnings per share is computed using the weighted average number of common shares outstanding and assumes the conversion of all outstanding shares of the Company's Series E into shares of Common Stock upon the closing of the Company's planned IPO, as if it had occurred at the beginning of the period. Net income has been adjusted to reflect the cancellation of the put right (note 11). The Company believes the unaudited pro forma net earnings per share provides material information to investors, as the conversion of the Series E to Common Stock is expected to occur upon the closing of an IPO and the disclosure of pro forma earnings per share provides an indication of earnings per share that is comparable to what will be reported by the Company as a public company following the closing of the IPO.

The following table summarizes the calculation of unaudited pro forma basic and diluted net earnings per common share for the year ended December 31, 2011 and the three months ended March 31, 2012:

(in thousands, except per share amounts)	Year ended December 31, 2011	March 31, 2012
	Unaudited	
Pro forma basic net earnings per common share:		
Net income as reported	$ 60,784	$ 17,576
Elimination of put right, net of tax	290	296
Net income attributable to common stockholders for pro forma basic EPS computation	$ 61,074	$ 17,872
Weighted-average shares outstanding used for basic EPS	235,729	236,028
Effect of pro forma conversion of Series E	50,691	50,691
Shares used in computing unaudited pro forma weighted-average basic shares outstanding	286,420	286,719
Pro forma basic net earnings per common share	$ 0.21	$ 0.06
Pro forma diluted net earnings per common share:		
Net income as reported	$ 60,784	$ 17,576
Elimination of put right, net of tax	290	296
Net income attributable to common stockholders for pro forma diluted EPS computation	$ 61,074	$ 17,872
Number of shares used for pro forma basic EPS computation	286,420	286,719
Dilutive stock options	7,501	8,634
Number of shares used for pro forma diluted EPS computation	293,921	295,353
Pro forma diluted net earnings per common share	$ 0.21	$ 0.06

(3) Business Acquisitions

On January 10, 2011, the Company entered into an asset purchase agreement with a development-stage spinal company that was accounted for as a business combination. The acquired Company was privately held and focused on developing motion preservation spinal implants. It developed the ACADIA facet Replacement

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System (ACADIA), an anatomic facet reconstruction device designed to provide patients with lumbar spinal stenosis and facet degeneration a motion preservation alternative to fusion. ACADIA is currently involved in a U.S. Food and Drug Administration (FDA) approved Investigational Device Exemption clinical study in the U.S. In addition to an initial payment, the Company may be obligated to make an additional milestone payment within 30 days of approval by the FDA of Premarket Approval clearance concerning the ACADIA product.

On September 13, 2011, the Company entered into an asset purchase agreement with an exclusive sales distributor that was accounted for as a business combination. In addition to the initial purchase price, the Company may be obligated to make additional performance payments based upon achievement of sales targets of the distributor.

These acquisitions, which expand the Company's product pipeline and retain key existing customer relationships, did not have a material effect on the Company's consolidated net sales or operating income for the year ended December 31, 2011. Pro forma consolidated results of operations would not differ significantly as a result of these acquisitions. The assets acquired and liabilities assumed as a result of the acquisitions were included in the Company's consolidated balance sheet as of the acquisition dates. The purchase price for each of the acquisitions was primarily allocated to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values on the acquisition dates. The fair value assigned to identifiable intangible assets acquired was determined primarily by using the income approach, which discounts expected future cash flows to present value using estimates and assumptions determined by management. Purchased identifiable intangible assets are amortized on a straight-line basis over their respective estimated useful lives. The excess purchase price over the value of the net tangible and identifiable intangible assets was recorded as goodwill. Goodwill is deductible for tax purposes over a period of 15 years.

A total of $7.5 million in the aggregate was paid for both acquisitions upon closing. The table below represents the assets and liabilities acquired in business combinations completed in 2011:

(in thousands)	
Inventory	$ 1,443
Identifiable intangible assets:	
In-process research & development	4,100
Customer relationships	3,291
Non-compete agreements	112
Current liabilities	(1,728) (1)
Contingent consideration	(5,007) (2)
Other noncurrent liabilities	(4,519) (3)
Total identifiable net assets	(2,308)
Goodwill	9,808
Net assets acquired	$ 7,500

(1) Includes $1.2 million of purchase price consideration due in the 12 months after the acquisition date. The remaining $0.5 million is assumed liabilities. As of December 31, 2011, $1.2 million of cash payments due in 2012 are included in business acquisition liabilities, current on the accompanying consolidated balance sheet.

(2) The contingent consideration relates to the achievement of certain regulatory and territory sales milestones. The aggregate, undiscounted amount of contingent consideration that the Company could pay related to the acquisitions ranges from zero to $7.2 million. See note 4 for additional information.

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(3) Includes $4.1 million of purchase price consideration not paid as of the acquisition date. As of December 31, 2011, unpaid purchase price installments, net of discount, of $3.7 million are included in business acquisition liabilities, net of current portion. Cash payments of $1.2 million per year are due in 2013, 2014, and 2015 and payments of $0.8 million are due in 2016. Also includes $0.5 million for the value of a put agreement executed in connection with the September 13, 2011 acquisition (see note 11 (a)).

A summary of intangible assets as of December 31, 2011 is presented below:

	Weighted-Average Amortization Period (in years)	Gross Carrying Amount	Accumulated Amortization	Intangible Assets, net
		(in thousands)		
In-process research & development	—	$ 4,100	$ —	$ 4,100
Customer relationships	10	3,291	(33)	3,258
Non-compete agreements	4	112	(37)	75
Total intangible assets		$ 7,503	$ (70)	$ 7,433

A summary of intangible assets as of March 31, 2012 is presented below:

	Weighted-Average Amortization Period (in years)	Gross Carrying Amount	Accumulated Amortization	Intangible Assets, net
		(in thousands)		
In-process research & development	—	$ 4,100	$ —	$ 4,100
Customer relationships	10	3,291	(138)	3,153
Non-compete agreements	4	112	(41)	71
Total intangible assets		$ 7,503	$ (179)	$ 7,324

Expected future intangible asset amortization as of December 31, 2011 is as follows:

(in thousands)	
Year ending December 31:	
2012	$ 345
2013	345
2014	345
2015	345
2016	341
Thereafter	1,612
Total	$ 3,333

The fair value of the in-process research and development was determined using a relief from royalty approach, including a pre-tax royalty rate of 9.0% and a discount rate of 19.0%. In-process research and development will become an amortizable asset upon completion of the project which is currently expected to be in 2016. The estimated costs to complete the in-process research and development project are approximately $8.0 million as of December 31, 2011.

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The following table provides a reconciliation of the beginning and ending balances of contingent payments associated with acquisitions during the year ended December 31, 2011 and the three months ended March 31, 2012:

	(in thousands)
Balance at January 1, 2011	$ —
Purchase price contingent consideration	5,007
Changes in fair value of contingent consideration classified in operating expenses	(79)
Balance at December 31, 2011	$ 4,928
Changes in fair value of contingent consideration classified in operating expenses	(102)
Balance at March 31, 2012	$ 4,826

(4) Fair Value Measurements

Under the accounting for fair value measurements and disclosures, fair value is defined as the price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or the liability in an orderly transaction between market participants on the measurement date. Additionally, a fair value hierarchy was established that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority to unobservable inputs. The level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

The Company's assets and liabilities measured at fair value on a recurring basis are classified and disclosed in one of the following three categories:

Level 1—quoted prices (unadjusted) in active markets for identical assets and liabilities;

Level 2—observable inputs other than quoted prices in active markets for identical assets and liabilities; and

Level 3—unobservable inputs in which there is little or no market data available, which require the reporting entity use significant unobservable inputs or valuation techniques.

The fair value of the Company's assets and liabilities measured at fair value on a recurring basis was as follows:

	Balance at December 31, 2010	Level 1	Level 2	Level 3
		(in thousands)		
Cash equivalents	$ 95,888	$95,888	—	—
Interest rate swap	113	—	113	—

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	Balance at December 31, 2011	Level 1	Level 2	Level 3
Cash equivalents	$ 95,603	$95,603	—	—
Contingent Consideration	4,928	—	—	4,928

	Balance at March 31, 2012	Level 1	Level 2	Level 3
Cash equivalents	$ 96,382	$96,382	—	—
Contingent Consideration	4,826	—	—	4,826

Contingent consideration is measured at fair value and is based on significant inputs not observable in the market, which represents a Level 3 measurement within the fair value hierarchy. The valuation of contingent consideration uses assumptions the Company believes would be made by a market participant. The Company assesses these estimates on an on-going basis as additional data impacting the assumptions is obtained. Changes in the fair value of contingent consideration related to updated assumptions and estimates are recognized within operating expenses in the consolidated statement of income.

The fair value of contingent consideration payable by the Company to the former stockholders/owners of the companies acquired in 2011 upon the achievement of certain regulatory and sales milestones was determined by probability-weighing and discounting the potential milestone payments. The valuation takes into account various assumptions including the probabilities associated with successfully completing clinical trials and obtaining regulatory approval, of achieving sales milestones and the period in which these milestones are expected to be achieved, and uses a discount rate of 5.25%.

Assets and Liabilities That Are Measured at Fair Value on a Nonrecurring Basis

The purchase price of business acquisitions is primarily allocated to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values on the acquisition dates, with the excess recorded as goodwill. The Company utilizes Level 3 inputs in the determination of the initial fair value. Non-financial assets such as goodwill, intangible assets, and property, plant, and equipment are subsequently measured at fair value when there is an indicator of impairment and recorded at fair value only when an impairment is recognized. The Company assesses the impairment of intangible assets annually or whenever events or changes in circumstances indicate that the carrying amount of an intangible asset may not be recoverable. The fair value of the Company's goodwill and intangible assets is not estimated if there is no change in events or circumstances that indicate the carrying amount of an intangible asset may not be recoverable. The Company has not recorded impairment charges related to its business acquisitions.

(5) Allowance for Doubtful Accounts

Following are the changes in the allowance for doubtful accounts for the years ended December 31, 2009, 2010, and 2011 and the three months ended March 31, 2012:

	Beginning of period	Additions	Write-offs	End of period
		(in thousands)		
Year ended December 31, 2009	$ 71	$ 576	$ (264)	$ 383
Year ended December 31, 2010	383	397	(172)	608
Year ended December 31, 2011	608	105	(111)	602
Three months ended March 31, 2012	602	226	(26)	802

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(6) Inventories

	December 31, 2010	December 31, 2011	March 31, 2012
		(in thousands)	
Raw materials	$ 1,416	$ 2,161	$ 1,905
Work in process	1,262	2,142	1,805
Finished goods	38,204	43,066	45,561
Total	$40,882	$47,369	$ 49,271

(7) Property and Equipment

	Useful Life	December 31, 2010	December 31, 2011	March 31, 2012
			(in thousands)	
Land	—	$ 2,300	$ 2,300	$ 2,300
Buildings and improvements	30	5,941	5,979	5,999
Equipment	5 – 7	10,364	12,394	12,829
Instruments	3	62,517	75,178	79,353
Modules and cases	3	13,710	19,548	20,664
Other property and equipment	3 – 5	5,449	5,734	5,831
		100,281	121,133	$126,976
Less accumulated depreciation		(54,378)	(68,739)	(72,895)
Total		$ 45,903	$ 52,394	$ 54,081

Instruments are hand-held devices used by surgeons to install implants during surgery. Modules and cases are used to store and transport the instruments and implants.

Depreciation expense was $13.4 million, $15.1 million, $16.9 million, $3.8 million, and $4.3 million for the years ended December 31, 2009, 2010, 2011 and the three months ended March 31, 2011 and 2012, respectively.

(8) Accrued Expenses

	December 31, 2010	December 31, 2011	March 31, 2012
		(in thousands)	
Compensation and other employee-related costs	$10,926	$ 13,145	$ 9,944
Royalties	1,254	1,497	1,692
Legal and other settlements and expenses	3,342	2,776	1,974
Other	3,275	3,850	3,666
	$18,797	$21,268	$17,276

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(9) Debt

(a) Mortgage Loan

In 2007, the Company entered into a four-year mortgage loan payable with a bank associated with its corporate headquarters in Audubon, Pennsylvania. The company paid monthly principal payments of $26,667 plus interest at a rate of LIBOR plus 1.50%. As of December 31, 2010, the outstanding mortgage loan payable of $5.3 million was classified as a current liability. The mortgage was paid in full with a final balloon payment of $5.1 million in May 2011.

(b) Line of Credit

In May 2010, the Company entered into a revolving line of credit agreement with Silicon Valley Bank that provided for borrowings up to $50.0 million. The Company did not borrow any funds under the agreement, which expired in May 2011.

In May 2011, and as amended in March 2012, the Company entered into a credit agreement with Wells Fargo Bank related to a revolving credit facility that provides for borrowings up to $50.0 million. At the Company's request, and with the approval of the bank, the amount of borrowings available under the revolving credit facility can be increased to $75.0 million. The revolving credit facility includes up to a $25.0 million sub-limit for letters of credit. The revolving credit facility was to expire in May 2012 but was extended to May 2014. Cash advances bear interest at the Company's option either at a fluctuating rate per annum equal to the daily LIBOR in effect for a one-month period plus 0.75% or a fixed rate for a one or three month period equal to LIBOR plus 0.75%. The credit agreement governing the revolving credit facility also subjects us to various restrictive covenants, including maintaining maximum consolidated leverage. The covenants also include limitations on the Company's ability to repurchase shares, to pay cash dividends or to enter into a sale transaction. As of December 31, 2011 and March 31, 2012, the Company was in compliance with all covenants under the credit agreement, there were no outstanding borrowings under the revolving credit facility and available borrowings were $50.0 million. The revolving credit facility is subject to an unused commitment fee of 0.10% of the unused portion. The Company may terminate the credit agreement at any time on ten days' notice without premium or penalty.

(10) Derivative Financial Instruments

In the ordinary course of business, the Company may enter into contractual arrangements to reduce its exposure to interest rate risks. The Company utilized an interest rate swap on the mortgage loan to reduce the impact of fluctuations in LIBOR interest rates (note 9). The notional amount of the swap amortized based on the same amortization schedule as the related mortgage debt and the hedged item (one-month LIBOR) was the same as the basis for the interest rate on the mortgage loan. The swap effectively converted the rate on the mortgage loan from a floating rate based on LIBOR to a 6.99% fixed rate throughout the duration of the mortgage loan. The swap and interest payments on the mortgage loan settled monthly. The mortgage loan and the interest rate swap both expired in May 2011. There was no initial cost of the interest rate swap. The counterparty to this contractual arrangement was Bank of America.

The fair value of the interest rate swap was included in current liabilities as of December 31, 2010. The interest rate swap did not qualify for hedge accounting upon inception and as a result, the changes in fair value were recognized immediately in the accompanying consolidated statements of operations. Amounts recognized were $0.2 million, $0.2 million, and $0.1 million of expense for the years ended December 31, 2009, 2010, and 2011, respectively, and are included in other income (expense), net.

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(11) Equity

(a) Common Stock

Of the authorized number of shares of Common Stock, the Company has 360,000,000 designated as Class A Common Stock (Class A Common), 309,178,636 designated as Class B Common Stock (Class B Common) and 10,000,000 designated as Class C Common Stock (Class C Common).

The holders of Class A Common are entitled to one vote for each share of Class A Common held. The holders of Class B Common are entitled to 10 votes for each share of Class B Common held. The holders of Class A Common and Class B Common vote together as one class of Common Stock. The Class C Common is nonvoting. Except for the voting, the Class A Common, Class B Common and Class C Common have the same rights and privileges.

	Class A Common	Class B Common	Class C Common	Total
Issued and outstanding as of December 31, 2011	24,221,779	211,306,983	189,874	235,718,636
March 31, 2012	24,973,071	211,121,983	206,144	236,301,198

In 2011, the Company repurchased 4,008,542 shares of the outstanding Common Stock from existing stockholders.

In connection with a business acquisition, the Company entered into a put agreement with an existing stockholder (the Put Agreement). Pursuant to the Put Agreement, the stockholder has the right and option to cause the Company to repurchase up to 25% of the stockholders' shares on the last business day of September in each of 2014, 2015, 2016 and 2017. The put purchase price will be determined based upon the Company's trailing twelve months earnings before interest, taxes, depreciation and amortization (EBITDA). As of December 31, 2011 and March 31, 2012, there are 6,801,637 shares of Common Stock subject to the Put Agreement. The value of the put option of $0.5 million has been recorded in business acquisition liabilities as of December 31, 2011 and March 31, 2012. The put option is cancelled and may not be exercised any time after the earliest to occur of (i) the closing of an IPO, (ii) the date on which the Company enters into an agreement for a sale of the Company, as defined, and (iii) a breach event, as defined in the Put Agreement.

The fair value of the put option was determined using Black-Scholes option pricing models for the various scenarios that could cause the Company to buy the shares. The scenarios are all based on the Company's trailing twelve months EBITDA. The put option values for the various scenarios were adjusted for the likelihood of an IPO. The resulting cash flows were discounted with a discount rate of 14% that represents the cost of equity adjusted for company specific premium.

(b) Series E Preferred Stock

On July 23, 2007, the Company issued 50,691,245 shares of Series E for proceeds, net of financing fees, of $104.6 million. Immediately prior to the closing of Series E (the Closing), the Company converted all previously outstanding shares of Series A, B, C, and D Preferred Stock into Common Stock.

At the option of the holder, each share of Series E is convertible into shares of Class B Common Stock. The number of shares of Class B Common into which each share of Series E may be converted shall be determined by multiplying the Series E conversion rate then in effect by the number of shares of Series E being converted. The conversion rate for the Series E shall be determined by dividing the Original Issue Price ($2.17

per share) by the Series E Preferred Conversion Price then in effect. The Series E Preferred Conversion Price shall initially be equal to the Original Issue Price, making the Series E conversion rate one-for-one. The Series E conversion rate may be adjusted upon certain events. The Series E Preferred Conversion Price will be proportionately decreased if the Company effects a subdivision of the outstanding Common Stock without a corresponding subdivision of Series E. In the event of an IPO or merger, as defined in the Company's Amended and Restated Certificate of Incorporation, with a gross offering price less than 2.0 times the Series E Preferred Conversion Price in effect immediately prior to the event, the Series E conversion rate in effect immediately before the transaction shall equal 2.0 times the Original Issue Price divided by the gross offering price, as defined. Additionally, there are specified adjustments to the Series E Preferred Conversion Price in the event of common stock dividends or distributions, recapitalization reclassification, consolidation or merger as discussed in the Amended and Restated Certificate of Incorporation.

Each share of Series E shall automatically be converted into shares of Common Stock, based on the then-effective Series E Conversion Price, (a) at any time upon the affirmative election of the holders of at least 60% of the outstanding shares of the Series E; or (b) immediately upon the closing of an underwritten public offering.

Holders of Series E shall be entitled to receive dividends when and if declared by the Board, at the rate of 8% of the Original Issue Price per year on each outstanding share of Series E. Such dividends shall be payable only when and if declared by the Board and shall be noncumulative and shall not accrue.

The holders of the Series E are entitled to the number of votes equal to the number of shares of Class B Common into which such holder's shares are convertible times 10. In addition, for so long as at least 10,150,000 shares of Series E remain outstanding, in addition to any other vote or consent required, the vote or written consent of the holders of at least 60% of the outstanding Series E shall be necessary for effecting or validating transactions that would be significant to the Company, as defined in the agreement. For so long as 10,150,000 shares of Series E remain outstanding, the holders of the Series E will have the right to designate the members of the Company's Board of Directors.

In the event of a liquidation event, as defined, before any distribution or payment shall be made to the holders of any Common Stock, the holders of Series E shall be entitled to an amount equal to the Original Issue Price plus any declared but unpaid dividends.

In the event that the Company is a party to an acquisition or asset transfer, then each holder of Series E shall be entitled to receive, for each share of Series E then held, out of the proceeds of such acquisition or asset transfer available for distribution to the Company's stockholders, the greater of (i) the amount of cash, securities, or other property to which such holder would be entitled to receive in a liquidation event and (ii) the amount of cash, securities, or other property to which such holder would be entitled to receive in a liquidation event with respect to such shares if such shares had been converted to Common Stock immediately prior to such acquisition or asset transfer.

(c) Stock-Based Compensation

The Company has three Stock Plans (the Plans), the purpose of which is to provide incentive to employees, directors, and consultants of the Company. The Company has reserved 9,000,000 shares of Class A Common, 13,500,000 shares of Class B Common, and 10,000,000 shares of Class C Common pursuant to the Plans. The Plans are administered by the Board. The number, type of option, exercise price, and vesting terms are determined by the Board in accordance with the terms of the Plans. The options granted expire on a date

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specified by the Board, but generally not more than ten years from the grant date. Option grants to employees generally vest monthly over a four-year period. As of March 31, 2012, there were 12,238,753 shares of Common Stock available for future grants under the Plan.

The Board approved the 2012 Equity Incentive Plan (the 2012 Plan) in March 2012, subject to approval by the stockholders. Under the terms of the 2012 Plan, the aggregate number of shares of Common Stock that may be subject to options and other awards is equal to the sum of (1) 10,000,000 shares of Class A, (2) any shares underlying awards outstanding under the existing 2008 Plan as of March 13, 2012 that, on or after that date, are forfeited or lapse without the issuance of shares and (3) starting January 1, 2013, an annual increase in the number of shares available under the 2012 Plan equal to up to 3% of the number of shares of stock outstanding at the end of the previous year, as determined by the Board. The number of shares that may be issued or transferred pursuant to incentive stock options under the 2012 Plan is limited to 35,000,000 shares.

The weighted average grant date per share fair values of the options awarded to employees during the years ended December 31, 2009, 2010, 2011 and the three months ended March 31, 2011 and 2012 were $0.88, $1.75, $1.58, $1.72 and $1.44 per share, respectively. The fair value of the options was estimated on the date of grant using a Black-Scholes option pricing model with the following assumptions:

	Year ended December 31			Three Months ended March 31,	
	2009	2010	2011	2011	2012
Risk-free interest rate (1)	2.15% – 3.15%	1.52% – 2.64%	1.46% – 2.65%	2.65%	.96% – 1.30%
Expected term (2)	7 years	6 years	years	6 years	6 years
Expected volatility (3)	48.0% – 55.0%	46.5% – 53.5%	46.5% – 47.0%	47.0%	47.0%
Expected dividend yield	—	—	—	—	—

(1) Based on the constant maturity interest rate of U.S. Treasury securities whose term is consistent with the expected life of the Company's stock options.

(2) Expected term of stock options is based upon use of the simplified method.

(3) Expected stock price volatility is based upon a historical volatility analysis of public company peers.

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Stock option activity during 2009, 2010, 2011 and the three months ended March 31, 2012 is summarized as follows:

	Options (in thousands)	Weighted average exercise price	Weighted average remaining contractual life (in years)	Aggregate intrinsic value (in thousands)
Outstanding at January 1, 2009	17,747	$ 0.69		
Granted	3,951	1.50		
Exercised	(1,956)	0.44		
Forfeited	(1,080)	1.30		
Outstanding at December 31, 2009	18,662	0.85		
Granted	3,477	23.47		
Exercised	(1,887)	0.69		
Forfeited	(1,259)	1.72		
Outstanding at December 31, 2010	18,993	1.29		
Granted	3,852	3.34		
Exercised	(486)	1.27		
Forfeited	(1,380)	2.66		
Outstanding at December 31, 2011	20,979	$ 1.58		
Granted	1,334	3.18		
Exercised	(582)	0.40		
Forfeited	(335)	2.89		
Outstanding at March 31, 2012	21,396	$ 1.68	6.1	$ 33,674
Exercisable at March 31, 2012	15,172	$ 1.08	4.9	$ 32,425
Exercisable at December 31, 2011	15,020	$ 0.97		
Vested and expected to vest at December 31, 2011	14,878	$ 0.95		
Vested and expected to vest at March 31, 2012	21,328	$ 1.68	6.1	$ 33,653

Compensation expense related to stock options granted to employees and non-employees under the Plans was $3.5 million, $4.0 million, $3.3 million, $ 0.8 million and $1.1 million for the years ended December 31, 2009, 2010, 2011 and the three months ended March 31, 2011 and 2012, respectively. As of December 31, 2011, there was $7.6 million of unrecognized compensation expense related to unvested employee stock options that is expected to vest over a weighted average period of 2.8 years. The intrinsic value of stock options exercised was $2.4 million, $5.1 million, $0.9 million, $0.2 million and $1.6 million for the years ended December 31, 2009, 2010, 2011 and the three months ended March 31, 2011 and 2012, respectively.

At various dates since its formation, the Company has sold shares of Class A Common and Class B Common to certain employees and non-employees through the receipt of promissory notes. For accounting purposes, these promissory notes are considered the issuance of an option as opposed to the sale of stock, since the Company did not contemporaneously document the borrower's ability to repay the promissory notes. As a result, the Company has recognized compensation expense for these awards through their vesting period.

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The following table shows the shares outstanding related to these promissory notes. The weighted average exercise price is the principal amount due under the promissory notes.

	Class A Common (in thousands)
Outstanding at January 1, 2009	222
Exercised	(49)
Forfeited	—
Outstanding at December 31, 2009	173
Exercised	(30)
Forfeited	—
Outstanding at December 31, 2010	143
Exercised	(143)
Forfeited	—
Outstanding at December 31, 2011 and March 31, 2012	—

There was no compensation expense related to these deemed options granted to employees and non-employees for the years ended December 31, 2009, 2010, and 2011 and the three months ended March 31, 2012.

For accounting purposes, the repayment of a promissory note is considered an exercise of the option. Since the above shares are legally issued and outstanding, they are reflected in the accompanying consolidated balance sheets and statements of equity and comprehensive income.

(12) Income Taxes

The components of income (loss) before income taxes are as follows:

	Year ended December 31,		
	2009	2010	2011
		(in thousands)	
Domestic	$ 83,061	$87,539	$ 97,677
Foreign	(1,283)	200	(728)
Total	$81,778	$ 87,739	$96,949

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The components of the provision for income taxes are as follows:

	Year ended December 31,		
	2009	2010	2011
	(in thousands)		
Current:			
Federal	$ 27,036	$25,574	$ 28,846
State	5,356	5,357	4,889
Foreign	7	351	373
	32,399	31,282	34,108
Deferred:			
Federal	(2,410)	2,015	2,062
State	(244)	31	(52)
Foreign	—	(47)	47
	(2,654)	1,999	2,057
Total	$29,745	$ 33,281	$36,165

A reconciliation of the statutory U.S. federal tax rate to the Company's effective rate is as follows:

	Year ended December 31,		
	2009	2010	2011
Statutory U.S. federal tax rate	35.0%	35.0%	35.0%
State income taxes, net of federal benefit	4.1	3.9	3.3
Tax credits	(2.9)	(1.2)	(1.0)
Nondeductible expenses and other	0.2	0.2	—
Effective tax rate	36.4%	37.9%	37.3%

During 2009, the Company identified U.S. research and experimentation tax credits covering the periods 2005 through 2009 for which the Company qualified. The Company reduced the provision for income taxes for the year ended December 31, 2009 by $1.9 million for tax credits related to the years 2005 through 2008.

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Deferred income taxes reflect the tax effects of temporary differences between the basis of assets and liabilities recognized for financial reporting purposes and tax purposes. Significant components of the Company's deferred income taxes are as follows:

	December 31,	
	2010	2011
	(in thousands)	
Deferred tax assets:		
Inventory reserve	$ 10,511	$ 14,414
Accruals, reserves, and other currently not deductible	5,911	2,603
Stock-based compensation	3,046	3,843
Foreign net operating loss carryforwards	783	1,149
Total deferred tax assets	20,251	22,009
Valuation allowance	(911)	(1,149)
Total deferred tax assets, net of valuation allowance	19,340	20,860
Deferred tax liabilities:		
Depreciation and amortization	(5,836)	(9,326)
Other	(779)	(1,129)
Total deferred tax liabilities	(6,615)	(10,455)
Net deferred tax assets	$12,725	$ 10,405

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more likely than not that the Company will realize the benefits of these deductible differences at December 31, 2011. The amount of the deferred tax asset considered realizable, however, could be reduced in the near term if estimates of future taxable income during the carryforward period are reduced.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	Year ended December 31,	
	2010	2011
	(in thousands)	
Unrecognized tax benefit at the beginning of the year	$ 2,455	$ 3,845
Additions related to current year tax positions	863	612
Additions related to prior year tax positions	582	22
Reductions related to current year tax positions	—	(86)
Reductions related to prior year tax positions	(55)	(1,594)
Unrecognized tax benefit at the end of the year	$ 3,845	$ 2,799

As of December 31, 2010 and 2011, $1.1 million and $0.6 million, respectively, of the Company's total unrecognized tax benefits, if recognized, would affect the effective income tax rate. Interest and penalties are recorded in the statement of operations as provision for income taxes. The total interest and penalties recorded in the statement of operations was nominal for the years ended December 31, 2010 and 2011. The Company's uncertain tax benefits could increase in the next twelve months as it continues its current transfer pricing policies

and deducts additional tax credits. The Company is unable to estimate a range of reasonably possible changes in its uncertain tax benefits in the next twelve months as it is unable to predict when, or if, the tax authorities will commence audits, the time needed for the audits, and the audit findings that will require settlement with the applicable tax authorities, if any. The tax years that remained subject to examination by major tax jurisdiction as of December 31, 2011 were 2008 and beyond for the U.S., United Kingdom and Switzerland; 2009 and beyond for Belgium and Germany; and 2010 for Poland and South Africa.

(13) Variable Interest Entities

Through December 29, 2009, the Company consolidated a VIE which manufactures certain products for the Company. Effective December 29, 2009, capital was contributed to the VIE by a third-party investor triggering a reconsideration event, which resulted in the Company no longer being considered the primary beneficiary. As a result, the Company has deconsolidated the entity as of December 29, 2009. The operating results of the entity through December 29, 2009 are consolidated in the Company's consolidated statement of income. There were no gains or losses recognized upon deconsolidation since no equity interest was owned by the Company. The cost of goods sold by the Company, which had been purchased from the VIE while it was consolidated by the Company reflect the VIE's cost to produce the inventory rather than gross sales price paid by the Company to the VIE for the products, and the VIE's gross profit on those sales are included in net income attributed to noncontrolling interests in the Company's consolidated statement of income. The effect of the VIE in our consolidated statements of income resulted in gross profit of $2.9 million, $2.4 million, and $1.4 million, $0.2 million and $0.1 million for the years ended December 31, 2009, 2010, and 2011 and the three months ended March 31, 2011 and 2012, respectively, due to the sale or write-off of inventory purchased when the VIE was consolidated and the Company's inventory cost reflected the VIE's cost to produce rather than invoice price. As of December 31, 2011 and March 31, 2012, the entity continues to remain a supplier to the Company and continues to be a related party due to common ownership (note 16).

(14) Commitments and Contingencies

(a) Leases

The Company leases certain equipment and office facilities under operating leases. As of December 31, 2011, minimum future rental payments under operating leases for each of the next five years are as follows:

(in thousands)	
Year ending December 31:	
2012	$ 316
2013	293
2014	254
2015	80
2016	34
Thereafter	68
Total	$1,045

For the years ended December 31, 2009, 2010, and 2011, rent expense relating to all operating leases was $0.3 million for each year.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

(b) Legal Proceedings

The Company is involved in a number of proceedings, legal actions, and claims. Such matters are subject to many uncertainties, and the outcomes of these matters are not within the Company's control and may not be known for prolonged periods of time. In some actions, the claimants seek damages, as well as other relief, including injunctions prohibiting the Company from engaging in certain activities, which, if granted, could require significant expenditures and/or result in lost revenues. The Company records a liability in the consolidated financial statements for these actions when a loss is known or considered probable and the amount can be reasonably estimated. If the reasonable estimate of a known or probable loss is a range, and no amount within the range is a better estimate than any other, the minimum amount of the range is accrued. If a loss is possible but not known or probable, and can be reasonably estimated, the estimated loss or range of loss is disclosed. In most cases, significant judgment is required to estimate the amount and timing of a loss to be recorded. While it is not possible to predict the outcome for most of the matters discussed, the Company believes it is possible that costs associated with them could have a material adverse impact on the Company's consolidated earnings, financial position or cash flows.

Compliance—Civil Monetary Penalties Proceeding—NUBONE

In February 2012, Globus Medical, Inc. and David Paul, Chairman and CEO of Globus Medical Inc., reached a settlement with the U.S. Food and Drug Administration to resolve an administrative complaint alleging Food, Drug and Cosmetic Act violations regarding the marketing of Globus' product, NUBONE. Globus voluntarily discontinued the manufacturing and sale of NUBONE in 2010 despite a history of safe use. The settlement did not constitute an admission of liability or fault by either Globus or its CEO.

A settlement agreement of $1.0 million was finalized and paid in February 2012. The full settlement amount was accrued (and included in the provision for litigation settlements on the income statement) as of December 31, 2011 and paid during the three months ended March 31, 2012.

Patent Infringement Litigation—PIVOT & Non-PIVOT Systems

A competitor that manufactures and markets medical devices and instruments for use in the spine had filed suit (the original complaint was filed in September 2006) against the Company in the United States District Court for the Eastern District of Pennsylvania alleging, among other matters, that the Company is willfully infringing the claims of nine patents (the Competitor Patents) in connection with the Company's manufacture, sale, and use of the SUSTAIN Large spacer; SUSTAIN Medium spacer; SUSTAIN Arch spacer; SUSTAIN O spacer; ASSURE plate; PROTEX and PIVOT cannulated and uncannulated screw; and PIVOT MIS System. The competitor sought damages and injunctive relief against any Globus product held to infringe on one or more competitor patents.

The Company asserted that the Competitor Patents are invalid and that the Competitor Patents have not been infringed. The Company also asserted that certain of the Competitor Patents were unenforceable. The Company redesigned certain of the accused products to limit any potential damages. A jury trial began in September 2008 on the claims regarding the PIVOT MIS System.

The jury found that the PIVOT system directly and literally infringed on certain patents. With the parties' agreement, the court discharged the jury and the case proceeded before the court to determine damages and to decide on the claim of injunctive relief. The competitor sought damages of $4.5 million. On July 16, 2009, the court awarded damages to the competitor in the amount of $2.8 million based upon a reasonable royalty rate of 15%. The court denied the competitor's claim for injunctive relief. Both parties appealed the court's ruling.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

The competitor voluntarily dismissed its appeal. The appeal was decided on January 26, 2011 with a finding that certain claims of the competitor patents are invalid and certain claims are valid. As result of the appeals court ruling, the damages awarded by the trial court stand. After the appeal ruling, the parties stipulated to conclude the litigation.

As of December 31, 2010, the Company had accrued $3.0 million based on the trial court damages award for the PIVOT matters and for ongoing royalty payments in 2011. In June 2011, the Company paid $3.0 million, including post-judgment interest.

In October 2008, at the same time as the jury's decision regarding the PIVOT system claims, the parties agreed to settle the "non-PIVOT" claims for $5.0 million, which was paid in April 2009. The terms of this settlement, including the settlement amount, are subject to a confidentiality agreement.

Post-employment Restrictive Covenants Litigation with a Competitor

The Company hired various employees who were previously employed by a competitor, and subject to employment agreements containing post-employment restrictive covenants. The competitor's contentions, set forth in six separate lawsuits, alleged that the individual's employment by Globus violated their respective employment agreements and/or breaches the individual's fiduciary duty to the competitor and constituted unfair competition and tortious interference by Globus.

All of the six separate matters were settled in full for $2.6 million by agreement in September 2010 without admission of liability or wrongdoing by the Company.

Patent Infringement Litigation—TRANSITION Stabilization System

Two competitors filed suit against the Company on April 13, 2010, in the U.S. District Court for the District of Delaware for patent infringement. The competitors, including the assignee and the exclusive licensee of certain patents, allege that Globus willfully infringes one or more claims of a certain patent by making, using, offering for sale or selling the TRANSITION Stabilization System. The two competitors seek damages and injunctive relief.

This matter is in its early stages and is currently stayed at the district court pending the resolution of a reexamination on the asserted patent granted by the United States Patent and Trademark Office in February 2011. In December 2011, the examiner withdrew the original grounds of rejection of the asserted patent and the Company has appealed the examiner's decision.

Based upon the Company's understanding of the asserted claims outstanding, including the matters disclosed above, its anticipated legal defenses and discussions to date with the claimants, the Company currently cannot make a reasonable estimate of the reasonably possible losses or range of losses, if any, arising from each litigation. However, an unfavorable outcome could materially and adversely affect the Company's business, financial condition or results of operations.

Patent Infringement Litigation—MARS 3V Retractor System and Lateral Spacers

A competitor filed suit against the Company on October 5, 2010, in the U.S. District Court for the District of Delaware for patent infringement. The competitor alleges that Globus willfully infringes one or more claims of three patents by making, using, offering for sale or selling the MARS 3V Retractor System, the TRANSCONTINENTAL Spacer, and the INTERCONTINENTAL, and the CALIBER-L products. The competitor seeks damages and injunctive relief. This matter is currently in the discovery stage. Additionally, reexaminations of the three asserted patents in the U.S. Patent and Trademark Office have been granted.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

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Based upon the Company's understanding of the asserted claims outstanding, including the matters disclosed above, its anticipated legal defenses and discussions to date with the claimants, the Company currently cannot make a reasonable estimate of the reasonably possible losses or range of losses, if any, arising from each litigation. However, an unfavorable outcome could materially and adversely affect the Company's business, financial condition or results of operations.

Patent Infringement Litigation—COALITION, INDEPENDENCE, and INTERCONTINENTAL Implants

A competitor filed suit against the Company on July 27, 2011, in the U.S. District Court for the District of Delaware for patent infringement. The competitor alleges that Globus willfully infringes one or more claims of three patents by making, using, offering for sale or selling the COALITION, INDEPENDENCE, and INTERCONTINENTAL products. The competitor seeks damages and injunctive relief. This matter is in its early stages.

Based upon the Company's understanding of the asserted claims outstanding, including the matters disclosed above, its anticipated legal defenses and discussions to date with the claimants, the Company currently cannot make a reasonable estimate of the reasonably possible losses or range of losses, if any, arising from each litigation. However, an unfavorable outcome could materially and adversely affect the Company's business, financial condition or results of operations.

Correction of Inventorship Litigation – CALIBER Products

An individual filed suit against the Company on March 21, 2012 in the Federal District Court for the Eastern District of Texas. The individual alleges that Globus misappropriated and improperly utilized his trade secret and confidential information in developing the CALIBER product and in addition that Globus engaged in breach of contract, unfair competition, fraud and theft. The individual seeks a correction of inventorship, injunctive relief and exemplary damages and, on April 20, 2012, the individual filed a motion for a preliminary injunction, seeking to enjoin Globus from making, using, selling, importing or offering for sale its CALIBER product. This matter is in its early stages.

Based upon the Company's understanding of the asserted claims outstanding, including the matters disclosed above, its anticipated legal defenses and discussions to date with the claimants, the Company currently cannot make a reasonable estimate of the reasonably possible losses or range of losses, if any, arising from each litigation. However, an unfavorable outcome could materially and adversely affect the Company's business, financial condition or results of operations.

Post-employment Restrictive Covenants Litigation with a Competitor

The Company hired various employees who were previously employed by a competitor. In July 2011, the competitor filed suit against the Company in the District Court of Travis County Texas alleging that the individuals' employment by Globus constitutes tortious interference with their contract with employees, and with prospective business relationships, as well as aiding and abetting the breach of fiduciary duty by Globus. The competitor is seeking compensatory damages, permanent injunction, punitive damages and attorneys' fees. This matter is in its very early stages.

Based upon the Company's understanding of the asserted claims outstanding, including the matters disclosed above, its anticipated legal defenses and discussions to date with the claimants, the Company currently cannot make a reasonable estimate of the reasonably possible losses or range of losses, if any, arising from each litigation. However, an unfavorable outcome could materially and adversely affect the Company's business, financial condition or results of operations.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

Breach of Contract and Post-employment Restrictive Covenants Litigation with a Former Distributor

In December 2009, the Company filed suit against one of its former exclusive distributors, seeking an injunction and declaratory judgment concerning the assignment to Globus of certain restrictive covenants made to the distributor by its sales representatives. The distributor counterclaimed against the Company alleging tortious interference, unfair competition and conspiracy. The injunction phase was resolved in September 2010 and the parties' underlying damage claims are pending. This matter is currently in discovery.

Based upon the Company's understanding of the asserted claims outstanding, including the matters disclosed above, its anticipated legal defenses and discussions to date with the claimants, the Company currently cannot make a reasonable estimate of the reasonably possible losses or range of losses, if any, arising from each litigation. However, an unfavorable outcome could materially and adversely affect the Company's business, financial condition or results of operations.

(15) 401(k) Plan

The Company maintains a 401(k) Plan covering all eligible employees. Under the 401(k) Plan, the Company will make nondiscretionary matching contributions at the rate of 100% of employee's contributions up to a maximum annual contribution of $6,000 per eligible employee, limited to 3% of the employee's compensation for the period. Company matching contributions to the plan were $0.6 million, $0.7 million, $0.9 million, $0.3 million and $0.4 million in the years ended December 31, 2009, 2010, and 2011 and the three months ended March 31, 2011 and 2012, respectively.

(16) Related-Party Transactions

Since 2005, the Company has contracted with a third-party manufacturer in which certain of our senior management and significant stockholders have or had ownership interests and leadership positions and was consolidated by Globus through December 29, 2009. During 2009, 2010, 2011 and the three months ended March 31, 2011 and 2012, the Company purchased $13.6 million, $12.0 million, $17.7 million, $4.2 million and $4.6 million of products and services from the supplier. Additionally through August of 2009, the supplier shared space in the Company's Pennsylvania site and paid the Company monthly fees for shared services of $0.2 million in 2009. As of December 31, 2010 and 2011 and March 31, 2012, the Company had $1.9 million, $1.2 million and $1.8 million of accounts payable due to the supplier.

Certain members of our senior management, including the Chief Executive Officer, President and Chief Operating Officer and Vice President of Operations, or their spouses, are stockholders of this third-party manufacturer. In addition, until March 2009, the Chief Executive Officer of Globus served as the President and CEO and as a director of the manufacturer, and the Vice President of Operations served as the Secretary and Treasurer and as a director of the manufacturer. Since February 2010, the Chief Executive Officer's wife and the Vice President of Operation's wife have served and continue to serve as directors of the manufacturer.

(17) Segment and Geographic Information

Operating segments are defined as components of an enterprise for which separate financial information is available and evaluated regularly by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance. The Company globally manages the business within one reportable segment. Segment information is consistent with how management reviews the business, makes investing and resource allocation decisions and assesses operating performance. Products are sold principally in

GLOBUS MEDICAL, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

the United States. Segmentation of operating income and identifiable assets is not applicable since the Company's sales outside the U.S. are export sales, and the Company does not have significant operating assets outside the U.S.

The following table represents total sales by geographic area, based on the location of the customer.

(in thousands)	Year ended December 31,			Three Months ended March 31,	
	2009	2010	2011	2011	2012
United States	$248,866	$ 277,974	$311,024	$ 75,000	$87,991
International	5,478	10,221	20,454	3,279	6,726
Total	$ 254,344	$288,195	$331,478	$78,279	$ 94,717

The Company classifies its products into two categories: innovative fusion products and disruptive technology products. The following table represents total sales by product category.

(in thousands)	Year ended December 31,			Three Months ended March 31,	
	2009	2010	2011	2011	2012
Innovative Fusion	$199,747	$215,565	$224,356	$56,215	$61,488
Disruptive Technology	54,597	72,630	107,122	22,063	33,229
	$ 254,344	$ 288,195	$ 331,478	$ 78,279	$94,717

(18) Subsequent Events

These financial statements considered subsequent events through March 28, 2012, the date the financial statements were available to be issued.

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Until , 2012 (25 days after the date of this prospectus), all dealers that effect transactions in our Class A common stock, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to unsold allotments or subscriptions.

Shares

Class A Common Stock

PROSPECTUS

BofA Merrill Lynch

Goldman, Sachs & Co.

Piper Jaffray

Leerink Swann

Canaccord Genuity

William Blair

Oppenheimer & Co.

, 2012

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth an itemization of the various costs and expenses, all of which we will pay, in connection with the issuance and distribution of the securities being registered. All of the amounts shown are estimated except the SEC registration fee, the New York Stock Exchange listing fee and the FINRA filing fee. In addition to the fees payable by us, the selling stockholders will pay approximately $ of expenses for transfer agent and registrar fees incurred in connection with this offering.

SEC registration fee	$ 17,190
New York Stock Exchange listing fee	*
FINRA filing fee	$ 15,500
Blue Sky fees and expenses	*
Accounting fees and expenses	*
Printing and engraving expenses	*
Legal fees and expenses	*
Transfer Agent and Registrar fees	*
Miscellaneous	*
Total	$ *

* To be completed by amendment.

Item 14. Indemnification of Directors and Officers.

We are incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law provides that a Delaware corporation may indemnify any persons who are, or are threatened to be made, parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person was an officer, director, employee or agent of such corporation, or is or was serving at the request of such person as an officer, director, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who are, or are threatened to be made, a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses which such officer or director has actually and reasonably incurred. Our amended and restated certificate of incorporation and amended and restated bylaws provide for the indemnification of our directors and officers to the fullest extent permitted under the Delaware General Corporation Law.

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability for any:

- breach of a director's duty of loyalty to the corporation or its stockholders;
- act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payment of dividends or redemption of shares; or
- transaction from which the director derives an improper personal benefit.

Our amended and restated certificate of incorporation to be entered into in connection with this offering and amended and restated bylaws include such a provision. Expenses incurred by any officer or director in defending any such action, suit or proceeding in advance of its final disposition shall be paid by us upon delivery to us of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified by us.

Section 174 of the Delaware General Corporation Law provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held liable for such actions. A director who was either absent when the unlawful actions were approved, or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

As permitted by the Delaware General Corporation Law, we have entered into indemnification agreements with each of our directors and certain of our officers. The indemnification agreements provide that we will indemnify such persons to the fullest extent permitted by Delaware if the indemnitee acted in good faith and in a manner the indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal proceeding, had no reasonable cause to believe the indemnitee's conduct was unlawful. We will indemnify our officers and directors against any and all (a) costs and expenses (including attorneys' and experts' fees, expenses and charges) actually and reasonably paid or incurred in connection with investigating, defending, being a witness in or participating in, or preparing to investigate, defend, be a witness in or participate in, and (b) judgments, fines, penalties and amounts paid in settlement in connection with, in the case of either (a) or (b), any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, by reason of the fact that (y) such person is or was a director or officer, employee, agent or fiduciary of the Company or (z) such person is or was serving at our request as a director, officer, employee or agent or fiduciary of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification agreements also set forth certain procedures that will apply in the event of a claim for indemnification thereunder.

We have an insurance policy covering our officers and directors with respect to certain liabilities, including liabilities arising under the Securities Act of 1933, as amended, or otherwise.

Item 15. Recent Sales of Unregistered Securities.

Since January 1, 2009, we have sold the following securities that were not registered under the Securities Act. All such sales of securities were grants of stock options or issuances of common stock upon the exercise of stock options.

- From January 1, 2009 through April 30, 2012, we granted to directors, officers, employees, consultants and other service providers under the 2003 Plan options to purchase 150,000 shares of Class A common stock with a per share exercise price of $3.18.

- From January 1, 2009 through April 30, 2012, we issued to directors, officers, employees, consultants and other service providers upon the exercise of options under our 2003 Plan 4,810,175 shares of Class A and Class B common stock at exercise prices ranging from $0.07 to $1.67 per share for total consideration of $2,788,354.

- From January 1, 2009 through April 30, 2012, we granted to directors, officers, employees, consultants and other service providers under the 2008 Plan options to purchase 12,464,406 shares of Class C common stock with per share exercise prices ranging from $1.25 to $3.65.

- From January 1, 2009 through April 30, 2012, we issued to directors, officers, employees, consultants and other service providers upon the exercise of options under our 2008 Plan 216,624 shares of Class C common stock at exercise prices ranging from $1.32 to $3.65 per share for total consideration of $372,370.

- On April 26, 2012, we granted to directors, officers, employees, consultants and other service providers under the 2012 Plan options to purchase 665,000 shares of Class A common stock at a per share exercise price equal to the per share price at which shares are sold in this offering, if the offering is consummated in 2012, or $3.18 if this offering is not consummated in 2012.

These issuances were deemed to be exempt from registration under the Securities Act in reliance on Section 4(2) of the Securities Act or Rule 701 promulgated under Section 3(b) of the Securities Act, as transactions by an issuer not involving a public offering or transactions pursuant to compensatory benefit plans and contracts relating to compensation as provided under Rule 701. The purchasers of securities in each such transaction represented their intention to acquire the securities for investment only and not with a view to offer or sell, in connection with any distribution of the securities, and appropriate legends were affixed to the share certificates and instruments issued in such transactions.

Item 16. Exhibits and Financial Statement Schedules.

Exhibit Number	Description of Document
1.1	Form of Underwriting Agreement.*
3.1	Amended and Restated Certificate of Incorporation of Globus Medical, Inc., as currently in effect.***
3.2	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of Globus Medical, Inc., dated January 23, 2009.***
3.3	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of Globus Medical, Inc., dated January 12, 2011.***
3.4	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of Globus Medical, Inc., dated April 5, 2011.***
3.5	Form of Amended and Restated Certificate of Incorporation of Globus Medical, Inc., to be in effect at the closing of this offering.**
3.6	Amended and Restated Bylaws of Globus Medical, Inc.***

Exhibit Number	Description of Document
4.1	Specimen Certificate for Class A Common Stock.*
4.2	Amended and Restated Stock Sale Agreement, dated July 23, 2007, by and among Globus Medical, Inc. and certain stockholders named therein.**
4.3	First Amendment to Amended and Restated Stock Sale Agreement, dated January 14, 2009, by and among Globus Medical, Inc. and certain stockholders named therein.**
4.4	Investor Rights Agreement, dated July 23, 2007, by and among Globus Medical, Inc. and certain stockholders named therein.**
4.5	First Amendment to Investor Rights Agreement, dated January 14, 2009, by and among Globus Medical, Inc. and certain stockholders named therein.**
5.1	Opinion of Wyrick Robbins Yates & Ponton LLP.*
10.1	Voting Agreement, dated June 14, 2004, by and among Globus Medical, Inc., certain stockholders and David C. Paul.**
10.2	Voting Agreement, dated July 23, 2007, by and among Globus Medical, Inc. and certain stockholders named therein.**
10.3	First Amendment to Voting Agreement, dated April 4, 2011, by and among Globus Medical, Inc. and certain stockholders named therein.**
10.4	Globus Medical, Inc. Amended and Restated 2003 Stock Plan.**#
10.5	First Amendment to the Globus Medical, Inc. Amended and Restated 2003 Stock Plan.**#
10.6	Globus Medical, Inc. 2008 Stock Plan.**#
10.7	Globus Medical, Inc. 2012 Equity Incentive Plan.**#
10.8	Form of Grant Notice and Stock Option Agreement under 2003 Stock Plan.**#
10.9	Form of Grant Notice and Stock Option Agreement under 2008 Stock Plan.**#
10.10	Form of Incentive Stock Option Grant Notice and Incentive Stock Option Agreement under 2012 Equity Incentive Plan.**#
10.11	Form of Nonqualified Stock Option Grant Notice and Nonqualified Stock Option Agreement under 2012 Equity Incentive Plan.**#
10.12	Employment Agreement, dated March 26, 2012 by and between Globus Medical, Inc. and Richard Baron.**#
10.13	Vice President Employment Agreement, dated June 1, 2005, by and between Globus Medical, Inc. and Brett Murphy.**#
10.14	First Amendment to Vice President Employment Agreement, dated November 1, 2006, by and between Globus Medical, Inc. and Brett Murphy.**#
10.15	Second Amendment to Vice President Employment Agreement, dated February 8, 2011, by and between Globus Medical, Inc. and Brett Murphy.**#

Exhibit Number	Description of Document
10.16	Credit Agreement, dated May 3, 2011, by and between Globus Medical, Inc. and Wells Fargo Bank, National Association.**
10.17	First Amendment to Credit Agreement, dated March 16, 2012, by and between Globus Medical, Inc. and Wells Fargo Bank, National Association.**
10.18	Form of Indemnification Agreement.**#
10.19	Form of No Competition and Non-Disclosure Agreement.**#
21.1	Subsidiaries of Globus Medical, Inc.***
23.1	Consent of KPMG LLP, independent registered public accounting firm, dated May 8, 2012.**
23.2	Consent of Wyrick Robbins Yates & Ponton LLP (included in Exhibit 5.1).*
23.3	Consent of iData Research, Inc., dated March 27, 2012.***
24.1	Power of Attorney.***

* To be filed by amendment.

** Filed herewith.

*** Previously filed.

Management contract or compensatory plan.

Item 17. Undertakings.

The undersigned hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act of 1933 shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in Audubon, Pennsylvania on May 8, 2012.

Globus Medical, Inc.

By: /S/ DAVID C. PAUL
David C. Paul
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/S/ DAVID C. PAUL **David C. Paul**	Chief Executive Officer (Principal Executive Officer) and Director	May 8, 2012
/S/ RICHARD A. BARON **Richard A. Baron**	Chief Financial Officer (Principal Financial Officer)	May 8, 2012
/S/ STEVEN PAYNE **Steven Payne**	Chief Accounting Officer (Principal Accounting Officer)	May 8, 2012
/S/ DAVID M. DEMSKI **David M. Demski**	President and Chief Operating Officer and Director	May 8, 2012
/S/ DAVID D. DAVIDAR **David D. Davidar**	Vice President, Operations and Director	May 8, 2012
* **Kurt C. Wheeler**	Director	May 8, 2012
* **Robert W. Liptak**	Director	May 8, 2012
* **Daniel T. Lemaitre**	Director	May 8, 2012
* **Ann D. Rhoads**	Director	May 8, 2012

* By: /S/ DAVID C. PAUL
David C. Paul, as Attorney-In-Fact

INDEX OF EXHIBITS

Exhibit Number	Description of Document
1.1	Form of Underwriting Agreement.*
3.1	Amended and Restated Certificate of Incorporation of Globus Medical, Inc., as currently in effect.***
3.2	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of Globus Medical, Inc., dated January 23, 2009.***
3.3	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of Globus Medical, Inc., dated January 12, 2011.***
3.4	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of Globus Medical, Inc., dated April 5, 2011.***
3.5	Form of Amended and Restated Certificate of Incorporation of Globus Medical, Inc., to be in effect at the closing of this offering.**
3.6	Amended and Restated Bylaws of Globus Medical, Inc.***
4.1	Specimen Certificate for Class A Common Stock.*
4.2	Amended and Restated Stock Sale Agreement, dated July 23, 2007, by and among Globus Medical, Inc. and certain stockholders named therein.**
4.3	First Amendment to Amended and Restated Stock Sale Agreement, dated January 14, 2009, by and among Globus Medical, Inc. and certain stockholders named therein.**
4.4	Investor Rights Agreement, dated July 23, 2007, by and among Globus Medical, Inc. and certain stockholders named therein.**
4.5	First Amendment to Investor Rights Agreement, dated January 14, 2009, by and among Globus Medical, Inc. and certain stockholders named therein.**
5.1	Opinion of Wyrick Robbins Yates & Ponton LLP.*
10.1	Voting Agreement, dated June 14, 2004, by and among Globus Medical, Inc., certain stockholders and David C. Paul.**
10.2	Voting Agreement, dated July 23, 2007, by and among Globus Medical, Inc. and certain stockholders named therein.**
10.3	First Amendment to Voting Agreement, dated April 4, 2011, by and among Globus Medical, Inc. and certain stockholders named therein.**
10.4	Globus Medical, Inc. Amended and Restated 2003 Stock Plan.**#
10.5	First Amendment to the Globus Medical, Inc. Amended and Restated 2003 Stock Plan.**#
10.6	Globus Medical, Inc. 2008 Stock Plan.**#

Exhibit Number	Description of Document
10.7	Globus Medical, Inc. 2012 Equity Incentive Plan.**#
10.8	Form of Grant Notice and Stock Option Agreement under 2003 Stock Plan.**#
10.9	Form of Grant Notice and Stock Option Agreement under 2008 Stock Plan.**#
10.10	Form of Incentive Stock Option Grant Notice and Incentive Stock Option Agreement under 2012 Equity Incentive Plan.**#
10.11	Form of Nonqualified Stock Option Grant Notice and Nonqualified Stock Option Agreement under 2012 Equity Incentive Plan.**#
10.12	Employment Agreement, dated March 26, 2012 by and between Globus Medical, Inc. and Richard Baron.**#
10.13	Vice President Employment Agreement, dated June 1, 2005, by and between Globus Medical, Inc. and Brett Murphy.**#
10.14	First Amendment to Vice President Employment Agreement, dated November 1, 2006, by and between Globus Medical, Inc. and Brett Murphy.**#
10.15	Second Amendment to Vice President Employment Agreement, dated February 8, 2011, by and between Globus Medical, Inc. and Brett Murphy.**#
10.16	Credit Agreement, dated May 3, 2011, by and between Globus Medical, Inc. and Wells Fargo Bank, National Association.**
10.17	First Amendment to Credit Agreement, dated March 16, 2012, by and between Globus Medical, Inc. and Wells Fargo Bank, National Association.**
10.18	Form of Indemnification Agreement.**#
10.19	Form of No Competition and Non-Disclosure Agreement.**#
21.1	Subsidiaries of Globus Medical, Inc.***
23.1	Consent of KPMG LLP, independent registered public accounting firm, dated May 8, 2012.**
23.2	Consent of Wyrick Robbins Yates & Ponton LLP (included in Exhibit 5.1).*
23.3	Consent of iData Research, Inc., dated March 27, 2012.***
24.1	Power of Attorney.***

* To be filed by amendment.

** Filed herewith.

*** Previously filed.

Management contract or compensatory plan.

Exhibit 3.5

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
Globus Medical, Inc.

David C. Paul hereby certifies that:

ONE: The original name of this company is Globus Medical, Inc. and the date of filing the original Certificate of Incorporation of this company with the Secretary of State of the State of Delaware was March 3, 2003.

TWO: He is the duly elected and acting Chief Executive Officer of Globus Medical, Inc., a Delaware corporation.

THREE: The Certificate of Incorporation of this company is hereby amended and restated to read as follows:

I.

The name of this company is **Globus Medical, Inc.** (the "Company" or the "Corporation").

II.

The address of the registered office in the State of Delaware is 3500 South Dupont Highway, in the City of Dover, Kent County, Delaware 19901. The name of its registered agent at such address is Incorporating Services, Ltd. The mailing address of the registered office of the Corporation is the same as its street address.

III.

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law ("DGCL").

IV.

A. The Company is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Company is authorized to issue is 870,691,245 shares, 785,000,000 shares of which shall be Common Stock (the "Common Stock") and 85,691,245 shares of which shall be Preferred Stock (the "Preferred Stock"). The Preferred Stock shall have a par value of $0.001 per share and the Common Stock shall have a par value of $0.001 per share.

B. The number of authorized shares of Common Stock, including of any class thereof, may be increased or decreased (but not below the number of shares then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote (voting together as a single class on an as-if-converted basis).

C. Fifty million six hundred ninety-one thousand two hundred forty-five (50,691,245) of the authorized shares of Preferred Stock are hereby designated "Series E Preferred Stock" (the "Series E Preferred").

D. The undesignated Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation is authorized to determine or alter the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions, if any), the redemption price or prices, the liquidation preferences and other designations, powers, preferences and relative, participating, optional or other special rights, if any, and the qualifications, limitations and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock, and to fix the number of shares of any series of Preferred Stock (but not below the number of shares of any such series then outstanding).

E. Of the authorized shares of Common Stock 500,000,000 are hereby designated "Class A Common Stock", 275,000,000 are hereby designated "Class B Common Stock" and 10,000,000 are hereby designated "Class C Common Stock".

F. The rights, preferences, privileges, restrictions and other matters relating to the Series E Preferred are as follows:

1. DIVIDEND RIGHTS.

(a) Holders of Series E Preferred, in preference to the holders of Common Stock, shall be entitled to receive, only when, as and if declared by the Board of Directors (the "Board"), but only out of funds that are legally available therefor, cash dividends at the rate of eight percent (8%) of the Original Issue Price (as defined below) per annum (the "Dividend Rate") on each outstanding share of Series E Preferred. Such dividends shall be payable only when, as and if declared by the Board and shall be non-cumulative and shall not accrue (unless and to the extent declared by the Board but not yet paid).

(b) The "Original Issue Price" of the Series E Preferred shall be two dollars and seventeen cents ($2.17) (as adjusted from time to time for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares).

(c) So long as any shares of Series E Preferred are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Common Stock, or purchase, redeem or otherwise acquire for value any shares of Common Stock until all declared but unpaid dividends as set forth in Section 1(a) above on the Series E Preferred shall have been paid, except for:

(i) acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares at cost (or the lesser of cost or fair market value) upon termination of services to the Company;

(ii) acquisitions of Common Stock in exercise of the Company's right of first refusal to repurchase such shares; or

(iii) distributions to holders of Common Stock in accordance with Sections 3 and 4.

(d) In the event dividends are paid on any share of Common Stock, the Company shall pay an additional dividend on all outstanding shares of Series E Preferred in a per share amount equal (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock.

(e) The provisions of Sections 1(c) and 1(d) shall not apply to a dividend payable solely in Common Stock to which the provisions of Section 5(h) hereof are applicable, or any repurchase of any outstanding securities of the Company that is approved by (i) the Board and (ii) the Series E Preferred as may be required by this Amended and Restated Certificate of Incorporation.

2. VOTING RIGHTS.

(a) General Rights. Each holder of shares of the Series E Preferred shall be entitled to the number of votes equal to the sum of (i) the number of shares of Class B Common Stock into which such shares of Series E Preferred could be converted (pursuant to Section 5 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent, multiplied by (ii) the number of votes per share granted to the Class B Common Stock pursuant to Section G.1 below, and such shares shall have voting rights and powers equal to the voting rights and powers of the Common Stock and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Series E Preferred shall vote together with the Common Stock at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

(b) Separate Vote of Series E Preferred. For so long as at least 10,150,000 shares of Series E Preferred (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Series E Preferred after the filing date hereof) remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least sixty percent (60%) of the outstanding Series E Preferred shall be necessary for effecting or validating the following actions by the Company (and the Company shall not permit any of its subsidiaries to effect or validate the following without such vote or written consent) (in each case, whether by merger, recapitalization or otherwise):

(i) Any amendment, alteration, or repeal of any provision of the Amended and Restated Certificate of Incorporation or the Bylaws of the Company that affects the economic interest of the Series E Preferred;

(ii) Any alteration or change to the voting or other powers, preferences, or other special rights, privileges or restrictions of the Series E Preferred;

(iii) Any increase or decrease in the authorized number of shares of Series E Preferred;

(iv) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking on a parity with or senior to the Series E Preferred in right of redemption, liquidation preference, voting, dividend rights or otherwise;

(v) Any redemption, repurchase, payment or declaration of dividends or other distributions with respect to Common Stock or Preferred Stock other than dividends required pursuant to Section 1 hereof (except for acquisitions of Common Stock by the Company permitted by Section 1(c)(i), (ii) and (iii) hereof);

(vi) Any authorization or creation of any debt security or incurrence of any indebtedness or guarantee by the Company of aggregate indebtedness in excess of the greater of (a) $50,000,000, and (b) two and one half (2.5) times the Company's trailing twelve (12) month EBITDA (earnings before interest, taxes, depreciation and amortization) immediately preceding such authorization, creation, incurrence or guarantee by the Company;

(vii) Any acquisition, merger or other transaction resulting in the issuance of equity securities of the Company representing 20% or more of the fully diluted equity securities as of July 23, 2007; or

(viii) Any increase or decrease in the authorized number of members of the Company's Board.

(c) Election of Board of Directors.

(i) For so long as at least 10,150,000 shares of Series E Preferred (subject to adjustment from time to time for any stock split, reverse stock split or other similar event affecting the Series E Preferred) remain outstanding the holders of Series E Preferred, voting as a separate class, shall be entitled to elect two (2) members of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(ii) The holders of Class A Common Stock and Class B Common Stock, voting as a separate class, shall be entitled to elect three (3) members of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(iii) The holders of Class A Common Stock, Class B Common Stock and Series E Preferred, voting together as a single class on an as-if-converted basis, shall be entitled to elect all remaining members of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

3. LIQUIDATION RIGHTS.

(a) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "Liquidation Event"), before any distribution or payment shall be made to the holders of any Common Stock, the holders of Series E Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution for each share of Series E Preferred held by them, an amount per share of Series E Preferred equal to the following:

(i) If such Liquidation Event occurs on or prior to January 31, 2009, the sum of (A) one and one-half (1.5) times the Original Issue Price plus (B) the amount of any declared but unpaid dividends on the Series E Preferred as of such date. If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Series E Preferred of the liquidation preference set forth in this Section 3(a)(i), then such assets (or consideration) shall be distributed among the holders of Series E Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(ii) If such Liquidation Event occurs after January 31, 2009 and on or prior to January 31, 2010, the sum of (A) one and three quarters (1.75) times the Original Issue Price plus (B) the amount of any declared but unpaid dividends on the Series E Preferred as of such date. If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Series E Preferred of the liquidation preference set forth in this Section 3(a)(ii), then such assets (or consideration) shall be distributed among the holders of Series E Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(iii) If such Liquidation Event occurs after January 31, 2010, the sum of the Original Issue Price plus the amount of any declared but unpaid dividends on the Series E Preferred as of such date. If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Series E Preferred of the liquidation preference set forth in this Section 3(a)(iii), then such assets (or consideration) shall be distributed among the holders of Series E Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(b) After the payment of the full liquidation preference of the Series E Preferred as set forth in Section 3(a) above, the holders of the Series E Preferred shall be entitled to no further payment and the assets of the Company legally available for distribution in such Liquidation Event (or the consideration received by the Company or its stockholders in such Acquisition or Asset Transfer), if any, shall be distributed ratably to the holders of the Common Stock.

4. ASSET TRANSFER OR ACQUISITION RIGHTS.

(a) In the event that the Company is a party to an Acquisition or Asset Transfer (as hereinafter defined), then each holder of Series E Preferred shall be entitled to receive, for each share of Series E Preferred then held, out of the proceeds of such Acquisition or Asset Transfer available for distribution to the Company's stockholders, the greater of (i) the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event pursuant to Section 3(a) above or (ii) the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event with respect to such shares if such shares had been converted to Common Stock immediately prior to such Acquisition or Asset Transfer.

(b) For the purposes of this Section 4: (i) "Acquisition" shall mean, unless sixty percent (60%) of the outstanding Series E Preferred consent otherwise, (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; and (ii) "Asset Transfer" shall mean a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

(c) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board on the date such determination is made.

5. CONVERSION RIGHTS.

The holders of the Series E Preferred shall have the following rights with respect to the conversion of the Series E Preferred into shares of Class B Common Stock (the "Conversion Rights"):

(a) Optional Conversion. Subject to and in compliance with the provisions of this Section 5, any shares of Series E Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Class B Common Stock. The number of shares of Class B Common Stock to which a holder of Series E Preferred shall be entitled upon conversion shall be the product obtained by multiplying the "Series E Preferred Conversion Rate" then in effect (determined as provided in Section 5(b)) by the number of shares of Series E Preferred being converted.

(b) Series E Preferred Conversion Rate. The conversion rate in effect at any time for conversion of the Series E Preferred (the "Series E Preferred Conversion Rate") shall be the quotient obtained by dividing the Original Issue Price of the Series E Preferred by the "Series E Preferred Conversion Price," calculated as provided in Section 5(c).

(c) Series E Preferred Conversion Price. The conversion price for the Series E Preferred shall initially be the Original Issue Price of the Series E Preferred (the "Series E Preferred Conversion Price"). Such initial Series E Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Series E Preferred Conversion Price herein shall mean the Series E Preferred Conversion Price as so adjusted.

(d) Mechanics of Conversion. Each holder of Series E Preferred who desires to convert the same into shares of Class B Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series E Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series E Preferred being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Class B Common Stock to which such holder is entitled and shall promptly pay (i) in cash or, to the extent sufficient funds are not then legally available therefor, in Class B Common Stock (at the Class B Common Stock's fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Series E Preferred being converted and (ii) in cash (at the Class B Common Stock's fair market value determined by the Board as of the date of conversion) the value of any fractional share of Class B Common Stock otherwise issuable to any holder of Series E Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series E Preferred to be converted, and the person entitled to receive the shares of Class B Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Class B Common Stock on such date.

(e) Adjustment for Stock Splits and Combinations. If at any time or from time to time on or after the date that the first share of Series E Preferred is issued (the "Original Issue Date") the Company effects a subdivision of the outstanding Common Stock without a corresponding subdivision of the Series E Preferred, the Series E Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Company combines the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of the Series E Preferred, the Series E Preferred Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Conversion Upon a Significant Event. If at any time or from time to time on or after the Original Issue Date the Company (i) effects a public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company (an "IPO"), or (ii) effects a merger of the Company into another corporation that is not deemed to be an Acquisition and pursuant to which (A) such other corporation is the surviving entity, (B) such other corporation (or its parent, if the Company merges into a wholly-owned subsidiary of such parent) then has a class of its capital stock registered under Section 12 of the Securities

Exchange Act of 1934, as amended, and (C) the stockholders of the Company immediately prior to such merger continue to own at least a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) in substantially the same proportions immediately after such merger (a "Reverse Merger" and together with an IPO, collectively, a "Significant Event"), and in connection with such Significant Event, a holder of Series E Preferred converts shares of Series E Preferred into Common Stock, and:

(i) such Significant Event occurs on or prior to January 31, 2009 and the Gross Offering Price is less than 1.5 times the Series E Preferred Conversion Price in effect immediately prior to such Significant Event, the Series E Preferred Conversion Rate in effect immediately before such Significant Transaction shall equal to the quotient of (i) 1.5 times the Original Issue Price, divided by (ii) the Gross Offering Price.

(ii) such Significant Event occurs on or prior to January 31, 2010 and the Gross Offering Price is less than 1.75 times the Series E Preferred Conversion Price in effect immediately prior to such Significant Event, the Series E Preferred Conversion Rate in effect immediately before such Significant Transaction shall equal to the quotient of (i) 1.75 times the Original Issue Price, divided by (ii) the Gross Offering Price.

(iii) such Significant Event occurs after January 31, 2010 and the Gross Offering Price is less than 2.0 times the Series E Preferred Conversion Price in effect immediately prior to such Significant Event, the Series E Preferred Conversion Rate in effect immediately before such Significant Transaction shall be equal to the quotient of (i) 2.0 times the Original Issue Price, divided by (ii) the Gross Offering Price.

(iv) "Gross Offering Price" shall mean (i) in connection with an IPO, the gross price per share paid by purchasers of Common Stock in the IPO (without deductions for commission or selling expenses), and (ii) in connection with a Reverse Merger, the gross consideration per share received by the holders of Common Stock.

(g) Milestone Adjustment. If the Company fails to achieve the Milestone (as defined in the Series E Preferred Stock Purchase Agreement dated July 23, 2007 by and among the Company and the purchasers of shares of the Series E Preferred pursuant thereto) (the "Milestone"), and the Company has not consummated an IPO, a Reverse Merger, an Acquisition, an Asset Transfer or a Liquidating Event prior to January 1, 2009, then the Series E Preferred Conversion Price shall be decreased as of January 1, 2009 (the "Milestone Adjustment Date") in the following manner:

(i) If the Company achieves at least 90% of the Milestone, there shall be no adjustment to the Series E Preferred Conversion Price pursuant to this Section 5(g).

(ii) If the Company achieves at least 75% but less than 90% of the Milestone, the Series E Preferred Conversion Price shall be reduced in accordance with the following formula:

$$NCP = \frac{OCP * 50{,}691{,}245}{((254{,}012{,}701 * (110{,}000{,}000 / ((600{,}000{,}000 * RP) + 60{,}000{,}000))) / (1 – (110{,}000{,}000 / (600{,}000{,}000 * RP + 60{,}000{,}000))))}$$

(iii) If the Company achieves less than 75% of the Milestone, the Series E Preferred Conversion Price shall be reduced in accordance with the following formula:

$$NCP = \frac{OCP * 50{,}691{,}245}{(254{,}012{,}701 * (110{,}000{,}000 / (APMV + 60{,}000{,}000)) / (1 – (110{,}000{,}000 / (APMV + 60{,}000{,}000))))}$$

(iv) For purposes of the formulas in this Section 5(g), the following definitions shall apply:

(A) "APMV" is the Adjusted Pre-Money Valuation which shall be the greater of

(1) 250,000,000 and

(2) The product of 600,000,000 multiplied by (1 – (1.25 * (1 – RP)));

(B) "NCP" shall mean the Series E Preferred Conversion Price in effect immediately after the Milestone Adjustment Date and the adjustments pursuant to this Section 5(g) (which shall be adjusted for stock dividends, combinations, splits, recapitalizations and the like occurring prior to the Milestone Adjustment Date);

(C) "RP" shall mean the quotient of the actual aggregate gross revenue of the Company in the fiscal year ending December 31, 2008 divided by the Milestone;

(D) "OCP" shall mean the Series E Preferred Conversion Price in effect immediately before the Milestone Adjustment Date and prior to the adjustments pursuant to this Section 5(g) (which shall be adjusted for stock dividends, combinations, splits, recapitalizations and the like occurring prior to the Milestone Adjustment Date); and

(E) "AR" shall mean the actual aggregate gross revenue of the Company in the fiscal year ending December 31, 2008;

(v) In no case shall the Series E Preferred Conversion Price be reduced pursuant to this Section 5(g) be adjusted below $.90 (as adjusted for stock dividends, combinations, splits, recapitalizations and the like); provided, however, that if the Series E Preferred Conversion Price is subject to adjustments pursuant to Section 5 following the filing of this Amended and Restated Certificate of Incorporation with the Delaware Secretary of State (the "Effective Time"), such adjustments shall be in addition to any adjustments under this Section 5(g).

(h) Adjustment for Common Stock Dividends and Distributions. If at any time or from time to time on or after the Original Issue Date the Company pays to holders of Common Stock a dividend or other distribution in additional shares of Common Stock without a corresponding dividend or other distribution to holders of Preferred Stock, the Series E Preferred Conversion Price then in effect shall be decreased as of the time of such issuance, as provided below:

(i) The Series E Preferred Conversion Price shall be adjusted by multiplying the Series E Preferred Conversion Price then in effect by a fraction equal to:

(A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

(B) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

(ii) If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, the Series E Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series E Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series E Preferred Conversion Price shall be adjusted pursuant to this Section 5(h) to reflect the actual payment of such dividend or distribution.

(i) Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation. If at any time or from time to time on or after the Original Issue Date the Common Stock issuable upon the conversion of the Series E Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition or Asset Transfer as defined in Section 4 or a subdivision or combination of shares or stock dividend provided for elsewhere in this Section 5), in any such event each holder of Series E Preferred shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, merger, consolidation or other change by holders of the maximum number of shares of Common Stock into which such shares of Series E Preferred could have been converted immediately prior to such recapitalization, reclassification, merger, consolidation or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Series E Preferred after the capital reorganization to the end that the provisions of this Section 5 (including adjustment of the Series E Preferred Conversion Price then in effect and the number of shares issuable upon conversion of the Series E Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(j) Sale of Shares Below Series E Preferred Conversion Price.

(i) If at any time or from time to time on or after the Original Issue Date the Company issues or sells, or is deemed by the express provisions of this Section 5(j) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as provided in Section 5(e), 5(f) or 5(g) above, for an Effective Price (as defined below) less than the then effective Series E Preferred Conversion Price (a "Qualifying Dilutive Issuance"), then and in each such case, the then existing Series E Preferred Conversion Price shall be reduced, as of the opening of business on the date of such issue or sale, to a price determined by multiplying the Series E Preferred Conversion Price in effect immediately prior to such issuance or sale by a fraction equal to:

(A) the numerator of which shall be (A) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (B) the number of shares of Common Stock which the Aggregate Consideration (as defined below) received or deemed received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such then-existing Series E Preferred Conversion Price, and

(B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of shares of Common Stock outstanding, (B) the number of shares of Common Stock into which the then outstanding shares of Series E Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock which are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

(ii) No adjustment shall be made to the Series E Preferred Conversion Price in an amount less than one cent per share. Any adjustment required by this Section 5(j) shall be rounded to the nearest one cent $0.01 per share. Any adjustment otherwise required by this Section 5(j) that is not required to be made due to the preceding two sentences shall be included in any subsequent adjustment to the Series E Preferred Conversion Price.

(iii) For the purpose of making any adjustment required under this Section 5(j), the aggregate consideration received by the Company for any issue or sale of securities (the "Aggregate Consideration") shall be defined as: (A) to the extent it consists of cash, be computed at the gross amount of cash received by the Company before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale and without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, be computed at the fair

value of that property as determined in good faith by the Board, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(iv) For the purpose of the adjustment required under this Section 5(j), if the Company issues or sells (x) Preferred Stock or other stock, options, warrants, purchase rights or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "Convertible Securities") or (y) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than the Series E Preferred Conversion Price, in each case the Company shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); *provided* that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Company shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(C) If the minimum amount of consideration payable to the Company upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; *provided further,* that if the minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities.

(D) No further adjustment of the Series E Preferred Conversion Price, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If

any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the Series E Preferred Conversion Price as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Series E Preferred Conversion Price which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, *provided* that such readjustment shall not apply to prior conversions of Series E Preferred.

(v) For the purpose of making any adjustment to the Conversion Price of the Series E Preferred required under this Section 5(j), "Additional Shares of Common Stock" shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(j) (including shares of Common Stock subsequently reacquired or retired by the Company), other than:

(A) shares of Common Stock issued upon conversion of the Series E Preferred;

(B) shares of Common Stock or Convertible Securities issued after the Original Issue Date to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board;

(C) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the Original Issue Date;

(D) shares of Common Stock or Convertible Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition, strategic alliance or similar business combination and any Common Stock or Convertible Securities issued in connection with strategic transactions involving the Company and other entities, including joint ventures, manufacturing, marketing or distribution arrangements; *provided* that in each case, the issuance of shares therein has been approved by the Company's Board, including the representatives designated by the Series E Preferred;

(E) shares of Common Stock or Convertible Securities issued as a dividend or other distribution on the Preferred Stock or Common Stock; or

(F) shares of Common Stock or Convertible Securities issued by the Company and with respect to which the holders of at least sixty percent (60%) of the outstanding Series E Preferred have waived their rights to any adjustment pursuant to this Section 5.

References to Common Stock in the subsections of this clause (v) above shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h). The "Effective Price" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Company under this Section 5(j), into the Aggregate Consideration received, or deemed to have been received by the Company for such issue under this Section 5(j), for such Additional Shares of Common Stock. In the event that the number of shares of Additional Shares of Common Stock or the Effective Price cannot be ascertained at the time of issuance, such Additional Shares of Common Stock shall be deemed issued immediately upon the occurrence of the first event that makes such number of shares or the Effective Price, as applicable, ascertainable.

(vi) In the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance (the "First Dilutive Issuance"), then in the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance other than the First Dilutive Issuance as a part of the same transaction or series of related transactions as the First Dilutive Issuance (a "Subsequent Dilutive Issuance"), then and in each such case upon a Subsequent Dilutive Issuance the Series E Preferred Conversion Price shall be reduced to the Series E Preferred Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(k) Certificate of Adjustment. In each case of an adjustment or readjustment of the Series E Preferred Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series E Preferred, if the Series E Preferred is then convertible pursuant to this Section 5, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and shall, upon request, prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Series E Preferred so requesting at the holder's address as shown in the Company's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the Series E Preferred Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Series E Preferred. Failure to request or provide such notice shall have no effect on any such adjustment.

(l) Notices of Record Date. Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section 4) or other capital reorganization of the Company, any reclassification or

recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 4), or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Series E Preferred at least ten (10) days prior to (x) the record date, if any, specified therein; or (y) if no record date is specified, the date upon which such action is to take effect (or, in either case, such shorter period approved by the holders of sixty percent (60%) of the outstanding Series E Preferred) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

(m) Automatic Conversion.

(i) Each share of Series E Preferred shall automatically be converted into shares of Common Stock, based on the then-effective Series E Preferred Conversion Price, (A) at any time upon the affirmative election of the holders of at least sixty percent (60%) of the outstanding shares of the Series E Preferred, or (B) immediately upon the closing of a firm underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock (a "Qualified Public Offering"). Upon such automatic conversion, any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(d).

(ii) Upon the occurrence of either of the events specified in Section 5(m)(i) above, the outstanding shares of Series E Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series E Preferred are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series E Preferred, the holders of Series E Preferred shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Series E Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series E Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(d).

(n) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Series E Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series E Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Common Stock (as determined by the Board) on the date of conversion.

(o) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series E Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series E Preferred. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series E Preferred, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(p) Notices. Any notice required by the provisions of this Section 5 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

(q) Payment of Taxes. The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Series E Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series E Preferred so converted were registered.

6. NO REISSUANCE OF SERIES E PREFERRED.

No share or shares of Series E Preferred acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

G. The rights, preferences, privileges, restrictions and other matters relating to the Class A Common Stock, Class B Common Stock and Class C Common Stock are as follows:

1. VOTING RIGHTS.

(a) Except as otherwise provided herein or by applicable law, the holders of shares of Class A Common Stock and Class B Common Stock shall at all times vote together as one class on all matters (including the election of directors) submitted to a vote or for the consent of the stockholders of the Corporation.

(b) Each holder of shares of Class A Common Stock shall be entitled to one (1) vote for each share of Class A Common Stock held by such holder as of the applicable record date on any matter that is submitted to a vote or for the consent of the stockholders of the Corporation.

(c) Each holder of shares of Class B Common Stock shall be entitled to ten (10) votes for each share of Class B Common Stock held by such holder as of the applicable record date on any matter that is submitted to a vote or for the consent of the stockholders of the Corporation.

(d) The Class C Common Stock shall be nonvoting stock. Each holder of shares of Class C Common Stock shall not be entitled to vote any of the shares of Class C Common Stock held by such holder on any matter that is submitted to a vote or for the consent of the stockholders of the Corporation except as expressly required by the DGCL.

2. DIVIDENDS. Subject to the preferences applicable to any series of Preferred Stock, if any, outstanding at any time, the holders of Class A Common Stock, the holders of Class B Common Stock and the holders of Class C Common Stock shall be entitled to share equally, on a per share basis, in such dividends and other distributions of cash, property or shares of stock of the Corporation when, as and if declared by the Board of Directors from time to time with respect to the Common Stock, consistent with Delaware law, out of assets or funds of the Corporation legally available therefor; provided, however, that in the event that such dividend is paid in the form of shares of Common Stock or rights to acquire Common Stock, the holders of Class A Common Stock shall receive Class A Common Stock or rights to acquire Class A Common Stock, as the case may be, the holders of Class B Common Stock shall receive Class B Common Stock or rights to acquire Class B Common Stock, as the case may be, and the holders of Class C Common Stock shall receive Class C Common Stock or rights to acquire Class C Common Stock, as the case may be.

3. LIQUIDATION. Subject to the preferences applicable to any series of Preferred Stock, if any outstanding at any time, in the event of the voluntary or involuntary liquidation, dissolution, distribution of assets or winding up of the Corporation, the holders of Class A Common Stock, the holders of Class B Common Stock and the holders of Class C Common Stock shall be entitled to share equally, on a per share basis, all assets of the Corporation of whatever kind available for distribution to the holders of Common Stock.

4. SUBDIVISION OR COMBINATIONS. If the Corporation in any manner subdivides or combines the outstanding shares of one or more classes of Common Stock, the outstanding shares of the other classes of Common Stock will be subdivided or combined in the same manner.

5. EQUAL STATUS. Except as expressly provided in this Article IV, Section G, Class A Common Stock, Class B Common Stock and Class C Common Stock shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters.

6. CONVERSION.

(a) As used in this Section 6, the following terms shall have the following meanings:

(i) "Affiliate" shall mean, with respect to any person, any (i) general partner, director or officer or any stockholder or any other person holding 10% or more of the equity interests (on a fully diluted basis) of such person, and (ii) other persons that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, another person. The term "control" includes, without limitation, the possession, directly or indirectly, of the power to direct the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise:

(ii) "Class B Stockholder" shall mean the registered holder of a share of Class B Common Stock that has not been converted into a share of Class A Common Stock at the Effective Time.

(iii) "Transfer" of a share of Class B Common Stock shall mean any direct sale, assignment, gift, transfer, conveyance, pledge, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law. A "Transfer" shall also include, without limitation, a direct transfer of a share of Class B Common Stock to a broker or other nominee (regardless of whether or not there is a corresponding change in beneficial ownership), or the direct transfer of, or entering into a binding agreement with respect to, Voting Control over a share of Class B Common Stock by proxy or otherwise; provided, however, that the following shall not be considered a "Transfer" within the meaning of this Section G.6(a)(iii).

(A) the granting of a proxy to officers or directors of the Corporation whether or not at the request of the Board of Directors of the Corporation in connection with actions to be taken at an annual or special meeting of stockholders;

(B) entering into a voting trust, agreement or arrangement (with or without granting a proxy) pursuant to which Voting Control is granted over such share to an officer or director of the Corporation that does not involve any payment of cash, securities, property or other consideration to the Class B Stockholder other than the mutual promise to vote shares in a designated manner;

(C) a Transfer by a stockholder who is an individual upon such stockholder's death pursuant to a will or the laws of descent and distribution;

(D) any Transfer of Convertible Securities (other than Class B Common Stock);

(E) any Transfer to an Affiliate; or

(F) any Transfer by an individual stockholder to, or for the benefit of, any spouse or any ancestor, descendant, sibling, or child of a sibling of such stockholder or his or her spouse (each, a "Family Member"), or any Transfer by a stockholder to a trust, or limited partnership or limited liability company for the benefit of such individual stockholder or any Family Member (each, a "Family Entity"), or any Transfer by such trust, partnership or limited liability company to any such individual stockholder or Family Member.

(iv) "Voting Control" with respect to a share of Class B Common Stock shall mean the power (whether exclusive or shared) to vote or direct the voting of such share of Class B Common Stock by proxy, voting agreement or otherwise.

(b) Each share of Class B Common Stock shall be convertible into one (1) fully paid and nonassessable share of Class A Common Stock at any time at the option of the holder thereof. The holder of each share of Class B Common Stock may exercise the conversion rights as to such share by delivering to the Corporation during regular business hours, at the office of any transfer agent of the Corporation for the Class B Common Stock, or at the principal office of the Corporation or at such other place as may be designated by the Corporation, the certificate or certificates for the shares to be converted, duly endorsed for transfer to the Corporation or accompanied by a written instrument or instruments of transfer (if required by it), accompanied by written notice stating that the holder elects to convert all or a number of such shares represented by the certificate or certificates. Such notice shall also state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Class A Common Stock to be issued.

(C) Automatic Conversion

(i) Each share of Class B Common Stock shall automatically, without any further action, convert into one (1) fully paid and nonassessable share of Class A Common Stock upon a Transfer of such share. In the event of a conversion of shares of Class B Common Stock to shares of Class A Common Stock pursuant to this paragraph, such conversion shall be deemed to have been made (a) upon the receipt by the Corporation of the holder's notice pursuant to Section G.6(b) above, or (b) at the time that the Transfer of such shares occurred, as applicable.

(ii) With respect to each holder of one or more shares of Class B Common Stock, if (a) at the time of a closing of the Corporation's first Qualified Public Offering

such holder's shares of Class B Common Stock (including any shares of Class B Common Stock issued or issuable pursuant to Article IV Section F(5)(m)(i)(B)), together with the shares of Class B Common Stock (including any shares of Class B Common Stock issued or issuable pursuant to Article IV Section F(5)(m)(i)(B)) then held by that holder's Family Members and Family Entities and any shares held by Affiliates of the holder or the holder's Family Members and Family Entities, represents less than 10% of the aggregate number of outstanding shares of the Corporation's Common Stock, or (b) if thereafter and while the Corporation has a class of shares registered under Section 12 of the Securities Exchange Act of 1934, as amended, such holder's shares of Class B Common Stock, together with the shares of Class B Common Stock then held by that holder's Family Members and Family Entities and any shares held by Affiliates of the holder or the holder's Family Members and Family Entities, represents less than 5% of the aggregate number of outstanding shares of the Corporation's Common Stock (clauses (a) and (b) each a "Conversion Condition"), then each of the outstanding shares of Class B Common Stock held by such stockholder shall automatically, without any further action on the part of the Corporation, such stockholder, any other stockholder or any other person or entity, convert into one fully paid and nonassessable share of Class A Common Stock, such conversion to occur immediately as of the first date on which a Conversion Condition exists with respect to such stockholder (such conversion, a "Special Mandatory Conversion").

(iii) If the Board of Directors, or a duly authorized committee thereof, determines that a share or shares of Class B Common Stock have been inadvertently transferred in a Transfer that is not exempt from the definition of "Transfer" set forth in Section G.6(a)(iii) of this Article IV, or any other event shall have occurred, or any state of facts arisen or come into existence, that would inadvertently cause the automatic conversion of such shares into Class A Common Stock pursuant to Section G.6 of this Article IV, and the holder thereof shall have cured or shall promptly cure such inadvertent Transfer or the event or state of facts that would inadvertently cause such automatic conversion, then the Board of Directors, or a duly authorized committee thereof, may determine that such share or shares of Class B Common Stock shall convert back into Class B Common Stock.

(d) The Corporation may, from time to time, establish such policies and procedures relating to the conversion of the Class B Common Stock to Class A Common Stock and the general administration of this dual class common stock structure, consistent with applicable law and the provisions of this Amended and Restated Certificate of Incorporation, including the issuance of stock certificates with respect thereto, as it may deem necessary or advisable, and may request that holders of shares of Class B Common Stock furnish affidavits or other proof to the Corporation as it deems necessary to verify the ownership of Class B Common Stock and to confirm that a conversion to Class A Common Stock has not occurred. Subject to the immediately preceding paragraph, a determination by the Secretary of the Corporation that a Transfer of a share of Class B Common Stock results in a conversion to Class A Common Stock shall be conclusive.

(e) Upon any conversion of Class B Common Stock to Class A Common Stock, subject only to rights to receive any dividends or other distributions payable in respect of such share or shares of Class B Common Stock with a record date

prior to the date of such conversion, all rights of the holder of shares of Class B Common Stock shall cease and the person or persons in whose names or names the certificate or certificates representing the shares of Class A Common Stock are to be issued shall be treated for all purposes as having become the record holder or holders of such shares of Class A Common Stock.

(f) Each share of Class C Common Stock shall automatically be converted into one share of Class A Common Stock immediately upon the closing of a Qualified Public Offering. Upon the closing of a Qualified Public Offering, the outstanding shares of Class C Common Stock shall be converted into Class A Common Stock automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such conversion unless the certificates evidencing such shares of Class C Common Stock are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Class C Common Stock, the holders of Class C Common Stock shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Class C Common Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Class A Common Stock into which the shares of Class C Common Stock surrendered were convertible on the date on which such automatic conversion occurred.

7. RESERVATION OF STOCK. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of Class B Common Stock and the shares of Class C Common Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Class B Common Stock and Class C Common Stock into shares of Class A Common Stock."

8. NO REISSUANCE OF CLASS B OR CLASS C COMMON STOCK.

Subject to Section G.6(c)(iii) of this Article IV, shares of Class B Common Stock that are converted into shares of Class A Common Stock as provided in Section G.6 of this Article IV shall be retired and may not be reissued. Shares of Class C Common Stock that are converted into shares of Class A Common Stock as provided in Section G.6(f) of this Article IV shall be retired and may not be reissued. Upon the closing of a Qualified Public Offering and thereafter, the Corporation may not issue any shares of Class C Common Stock.

V.

A. The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent under applicable law.

B. Any repeal or modification of this Article V shall only be prospective and shall not affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

VI.

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its stockholders or any class thereof, as the case may be, it is further *provided* that:

A. The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Restated Certificate.

B. The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Company. The stockholders shall also have the power to adopt, amend or repeal the Bylaws of the Company; provided, however, that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by this Amended and Restated Certificate of Incorporation, the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the Company.

C. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

*** * * ***

FOUR: This Amended and Restated Certificate of Incorporation has been duly approved by the Board of Directors of the Company.

FIVE: This Amended and Restated Certificate of Incorporation was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the DGCL. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the DGCL.

IN WITNESS WHEREOF, **Globus Medical, Inc.** has caused this Amended and Restated Certificate of Incorporation to be signed by its Chief Executive Officer this day of 2012.

GLOBUS MEDICAL, INC.

David C. Paul, Chief Executive Officer

EXHIBIT 4.2

GLOBUS MEDICAL, INC.

AMENDED AND RESTATED STOCK SALE AGREEMENT

JULY 23, 2007

GLOBUS MEDICAL, INC.

AMENDED AND RESTATED
STOCK SALE AGREEMENT

THIS AMENDED AND RESTATED STOCK SALE AGREEMENT (the "Agreement") is made and entered into as of this 23rd day of July, 2007, by and among **GLOBUS MEDICAL, INC.,** a Delaware corporation (the "Company"), each of the persons and entities listed on **EXHIBIT A** hereto (the "Investors") and each of the persons listed on **EXHIBIT B** hereto (each referred to herein as a "Key Holder" and collectively as the "Key Holders").

RECITALS

WHEREAS, the Key Holders are the beneficial owners of shares of the Common Stock of the Company (the " Key Holder Stock");

WHEREAS, Investors are purchasing shares of the Company's Series E Preferred Stock (the " Series E Stock"), pursuant to that certain Series E Preferred Stock Purchase Agreement (the "Purchase Agreement") of even date herewith (the "Financing");

WHEREAS, the obligations in the Purchase Agreement are conditioned upon the execution and delivery of this Agreement;

WHEREAS, certain of the Key Holders are parties to the Amended and Restated Stock Sale Agreement, dated February 16, 2006, by and among the Company, the Key Holders (the "Prior Agreement");

WHEREAS, the Key Holders party to such Prior Agreement desire to amend and restate the Prior Agreement as set forth herein and to accept the rights and covenants hereof in lieu of their rights and covenants under the Prior Agreement;

WHEREAS, Section 9.3 of the Prior Agreement provides that the Prior Agreement may be amended only upon the written consent of (i) the holders of a majority of the then-outstanding Common Stock held by the Common Holders (as defined therein), (ii) the Company and (iii) the holders of at least a majority of the then-outstanding Preferred Stock and/or Common Stock issued on conversion thereof, held by the Investors (as defined therein), and the parties to this Agreement are sufficient to amend the Prior Agreement on behalf of all parties to the Prior Agreement; and

WHEREAS, in connection with the consummation of the Financing, the Company, the Key Holders and the Investors have agreed to the right of first refusal and co-sale rights as set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

1.1 ***"Key Holders"*** shall mean the person or entities listed on **EXHIBIT B** hereto.

1.2 ***"Key Holder Stock"*** shall mean shares of Common Stock now owned or subsequently acquired by the Key Holders by gift, purchase, dividend, option exercise or any other means whether or

not such securities are only registered in a Key Holder's name or beneficially or legally owned by such Key Holder, including any interest of a spouse in any of the Key Holder Stock, whether that interest is asserted pursuant to marital property laws or otherwise. The number of shares of Key Holder Stock owned by the Key Holders as of the date hereof are set forth on **EXHIBIT B**, which Exhibit may be amended from time to time by the Company to reflect changes in the number of shares owned by the Key Holders, but the failure to so amend shall have no effect on such Key Holder Stock being subject to this Agreement.

1.3 ***"Common Stock"*** shall mean shares of the Company's Class A Common Stock and Class B Common Stock.

1.4 ***"Investor Stock"*** shall mean shares of the Company's Series E Stock now owned or subsequently acquired by the Investors whether or not such securities are only registered in an Investor's name or beneficially or legally owned by such Investor, including any interest of a spouse in any of the Investor Stock, whether that interest is asserted pursuant to marital property laws or otherwise.

1.5 For purposes of this Agreement, the term ***"Transfer"*** shall include any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by request, devise or descent, or other transfer or disposition of any kind, including, but not limited to, transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of law, directly or indirectly, of any of the Key Holder Stock.

1.6 In determining the number of shares of Key Holder Stock owned by a Key Holder for purposes of exercising the rights under this Agreement, all shares of Key Holder Stock held by Affiliated Parties of such Key Holder shall be aggregated together (provided no share shall be attributed to more than one entity or person within any such group of Affiliated Parties). For purposes of this Agreement, "***Affiliated Party***" means, with respect to a Key Holder, any person or entity which, directly or indirectly, controls, is controlled by or is under common control with such Key Holder, including, without limitation, any general partner, member, officer or director of such Key Holder and any venture capital fund now or hereafter existing which is controlled by one or more general partners of, or shares the same management company as, such Key Holder, and any family member of a Key Holder that is an individual or any trust for the benefit of a Key Holder or family member of a Key Holder.

2. TRANSFERS BY A KEY HOLDER.

2.1 Notice of Transfer. If a Key Holder (the "Transferring Key Holder") proposes to Transfer any shares of Key Holder Stock (the "Transfer Shares"), then the Transferring Key Holder shall promptly give written notice (the "Notice") simultaneously to the Company and to each of the Investors at least thirty (30) days prior to the closing of such Transfer. The Notice shall describe in reasonable detail the proposed Transfer including, without limitation, the number of shares of Key Holder Stock to be transferred, the nature of such Transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee. In the event that the Transfer is being made pursuant to the provisions of Section 3.1 or Section 3.2, the Notice shall state under which clause of Section 3.1 or Section 3.2 the Transfer is being made.

2.2 Company Right of First Refusal.

(a) The Company shall have right to purchase all or any part of the Transfer Shares for the consideration per share and on the terms and conditions specified in the Notice. The Company must exercise such right no later than ten (10) days after such Notice is deemed under Section 6.7 hereof to have been delivered to it, by written notice to the Transferring Key Holder.

(b) In the event the Company does not exercise its right within such ten (10) day period with respect to all of the Transfer Shares, the Company shall, on or before the last day of such period, give written notice of that fact to the Investors (the " Investor Notice"). The Investor Notice shall specify the number of Transfer Shares not purchased by the Company (the "Remaining Transfer Shares").

(c) In the event the Company duly exercises its right to purchase all or part of the Transfer Shares, the closing of such purchase shall take place at the offices of the Company on the date five (5) days after the expiration of such ten (10) day period; *provided, however*, that if the Participating Investors (as defined below) purchase any of the Remaining Transfer Shares pursuant to Section 2.3 hereof, the closing of the purchase of the Transfer Shares by the Company shall take place on the same date as the Participating Investors consummate their purchase of Remaining Transfer Shares under Section 2.3 hereof.

2.3 Investor Right of First Refusal.

(a) Each Investor shall have the right, exercisable upon written notice to the Transferring Key Holder (the " Purchase Notice"), which right must be exercised within fifteen (15) days after the receipt of the Investor Notice, to purchase up to its *pro rata* share of the Remaining Transfer Shares subject to the Investor Notice and on the same terms and conditions as set forth in the Notice. Except as set forth in Section 2.3(c) hereof, the Investors who so exercise their rights (the "Participating Investors") shall effect the purchase of the Remaining Transfer Shares being purchased by such Participating Investors, including payment of the purchase price, not more than five (5) days after expiration of the fifteen (15) day period set forth in this Section 2.3(a), and at such time the Transferring Key Holder shall deliver to the Participating Key Holders the certificate(s) representing the Remaining Transfer Shares to be purchased by the Participating Key Holders, each certificate to be properly endorsed for transfer.

(b) Each Investor's *pro rata* share shall be equal to the product obtained by multiplying (i) the aggregate number of Remaining Transfer Shares and (ii) a fraction, the numerator of which is the number of shares of Investor Stock held by the Participating Investor at the time of the Notice, and the denominator of which is the total number of shares of Investor Stock held by all of the Investors at the time of the Notice.

(c) In the event that not all of the Investors elect to purchase their respective *pro rata* shares of the Remaining Transfer Shares pursuant to their rights under Section 2.3(a) within the time period set forth therein, then the Transferring Key Holder shall promptly give written notice to each of the Participating Investors (the "Overallotment Notice"), which shall set forth the number of Remaining Transfer Shares not purchased by the other Investors, and shall offer such Participating Investors the right to acquire such unsubscribed shares. Each Participating Investors shall have five (5) days after receipt of the Overallotment Notice to deliver a written notice to the Transferring Key Holder (the " Overallotment Purchase Notice") indicating the number of unsubscribed shares that such Participating Investor desires to purchase, and each such Participating Investor shall be entitled to purchase its *pro rata* share of the unsubscribed shares on the same terms and conditions as set forth in the Notice. For purposes of this Section 2.3(c) the denominator described in clause (ii) of subsection 2.3(b) above shall be the total number of shares of Investor Stock held by all Participating Investors at the time of the Notice. The Participating Key Holders shall then effect the purchase of the Remaining Transfer Shares to be purchased by such Participating Investors pursuant to this Section 2.3(c), including payment of the purchase price, not more than five (5) days after delivery of their notice to the Transferring Key Holder under this Section 2.3(c), and at such time, the Transferring Key Holder shall deliver to the Participating Investors the certificates representing the Remaining Transfer Shares to be purchased by such Participating Investor pursuant to this Section 2.3(c), each certificate to be properly endorsed for transfer.

2.4 Right of Co-Sale.

(a) In the event the Company and the Investors fail to exercise their respective rights to purchase all of the Transfer Shares subject to Section 2.2 and Section 2.3 hereof, following the exercise or expiration of the rights of purchase set forth in Section 2.2 and Section 2.3, then the Transferring Key Holder shall thereafter be entitled to transfer the Remaining Transfer Shares not so purchased. Each Investor that is not a Participating Investor (a " Co-Sale Right Holder") shall have the right, in lieu of its right of first refusal pursuant to Section 2.3, exercisable upon written notice to such Transferring Key Holder with a copy to the Company (the "Sale Participation Notice"), within twenty (20) days after receipt of the Notice (such twenty (20) day period, the " Exercise Period"), to sell shares of Series E Stock on the same terms and conditions set forth in the Notice; provided that the price set forth in the Notice with respect to shares of Common Stock shall be appropriately adjusted based on the conversion ratio of the Series E Stock to be sold. The Sale Participation Notice shall indicate the number of shares of Series E Stock such Co-Sale Right Holder (a " Participating Co-Sale Right Holder") wishes to sell, which number shall not exceed the total number of Transfer Shares specified in the Notice. The Transferring Key Holder shall communicate to the prospective purchaser of the Transfer Shares (the "Offeror") that, in addition to the Remaining Transfer Shares that were not purchased by Participating Investors pursuant to Section 2.3 hereof (the " Available Transfer Shares"), the additional shares of Series E Stock being offered by the Participating Co-Sale Right Holder(s) (as set forth in the Sale Participation Notices) are available for purchase by the Offeror on the same terms and conditions as set forth in the Notice; provided that the price set forth in the Notice with respect to Shares of Common Stock shall be appropriately adjusted based on the conversion ratio of the Series E Stock to be sold.

(b) If the Offeror does not wish to purchase all of the Available Transfer Shares and all of the Investor Stock made available for purchase by the Participating Co-Sale Right Holders, then the Transferring Key Holder shall promptly notify each Participating Co-Sale Right Holder of such fact (the "Proration Notice"). The Proration Notice shall indicate the total number of shares of Series E Stock the Offeror is willing to purchase (the " Total Transferred Shares"). Each Participating Co-Sale Right Holder and the Transferring Key Holder shall be entitled to sell, at the price and on the terms and conditions set forth in the Notice (provided that the price set forth in the Notice with respect to shares of Common Stock shall be appropriately adjusted based on the conversion ratio of the Series E Stock to be sold), a portion of the Total Transferred Shares, equal to the product obtained by multiplying (i) the aggregate number of Total Transferred Shares and (ii) a fraction, the numerator of which is the number of shares of Common Stock held by such Transferring Key Holder or Series E Stock (on an as-converted basis) held by such Participating Co-Sale Right Holder, as the case may be, as of the date of the Proration Notice, and the denominator of which is the number of shares of Common Stock and Series E Stock (on an as-converted basis) held in the aggregate by the Transferring Key Holder and the Participating Co-Sale Right Holder(s) as of such date.

(c) If none of the Co-Sale Right Holders elect to sell shares of Series E Stock pursuant to Section 2.4(a), then the Transferring Key Holder shall be entitled to sell to the Offeror, on the terms set forth in the Notice, all of the Available Transfer Shares.

(d) Each Co-Sale Right Holder who elects to participate in the Transfer pursuant to this Section 2.4 (a " Co-Sale Participant") shall effect its participation in the Transfer by promptly (and in any event prior to the anticipated closing date set forth in the Notice) delivering to the Transferring Key Holder for transfer to the Offeror one or more certificates, properly endorsed for transfer, which represent the number of shares of Series E Stock which is at such time convertible into the number of shares of Common Stock which such Co-Sale Participant elects to sell pursuant to this Section 2.4; *provided, however*, that if the Offeror objects to the delivery of Series E Stock in lieu of Common Stock, such Co-Sale Participant shall convert such Series E Stock into Common Stock pursuant to the relevant provisions

of the Company's Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation"), and deliver Common Stock. The Company agrees to make any such conversion concurrent with and contingent upon the actual transfer of such shares to the purchaser.

(e) The stock certificate or certificates that the Co-Sale Participant delivers to such Transferring Key Holder pursuant to Section 2.4(d) shall be transferred to the Offeror in consummation of the sale of the Series E Stock pursuant to the terms and conditions specified in the Notice, and the Transferring Key Holder shall concurrently therewith remit to such Co-Sale Participant that portion of the sale proceeds to which such Co-Sale Participant is entitled by reason of its participation in such sale. To the extent that any Offeror prohibits such assignment or otherwise refuses to purchase shares or other securities from a Co-Sale Participant exercising its rights of co-sale hereunder, such Transferring Key Holder shall not sell to such Offeror any Key Holder Stock unless and until, simultaneously with such sale, such Transferring Key Holder shall purchase such shares or other securities from such Co-Sale Participant on the same terms and conditions specified in the Notice.

(f) The exercise or non-exercise of the rights of any Co-Sale Right Holder hereunder to participate in one or more Transfers made by a Transferring Key Holder shall not adversely affect its right to participate in subsequent Transfers of Investor Stock subject to Section 2.

(g) The transactions contemplated by the Notice, including the exercise of any right of first refusal and/or co-sale rights under this Section 2, shall be consummated not later than ninety (90) days after the expiration of the Exercise Period. Any proposed Transfer on terms and conditions more favorable than those described in the Co-Sale Notice, as well as any subsequent proposed Transfer of any of the Key Holder Stock by a Transferring Key Holder, shall again be subject to the first refusal and co-sale rights of the Investors and shall require compliance by such Transferring Key Holder with the procedures described in this Section 2.

3. EXEMPT TRANSFERS.

3.1 Key Holder Exempt Transfers. Notwithstanding the foregoing, the first refusal and co-sale rights of the Investors set forth in Section 2 above shall not apply to any transfer or transfers by a Key Holder (a) which is to a trust, limited partnership or limited liability company of which the Key Holder serves as the managing partner or managing member, as the case may be, or to such Key Holder's ancestors, descendants or spouse or to trusts for the benefit of such persons or such Key Holder, (b) which is a *bona fide* gift, (c) which is a Transfer by the Key Holder of up to 2% of the Key Holder Stock held by such Key Holder as of the date that such Key Holder first became party to this Agreement, or (d) to the Company; *provided* that in the event of any Transfer made pursuant to one of the exemptions provided by clauses (a), (b) and (c), the Transferring Key Holder shall inform the Company and the Investors of such pledge, transfer or gift prior to effecting it, and the pledgee, transferee or donee shall enter into a written agreement to be bound by and comply with all provisions of this Agreement, as if it were a Key Holder hereunder, including without limitation Section 2. In the case of Key Holder Stock transferred under clauses (a) or (b) above, such transferred Key Holder Stock shall remain "Key Holder Stock" hereunder, and such pledgee, transferee or donee shall be treated as the "Key Holder" for purposes of this Agreement.

3.2 Notwithstanding the foregoing, the provisions of Section 2 hereof shall not apply to (i) the sale of any Key Holder Stock to the public pursuant to an IPO or a Reverse Merger (as such terms are defined in the Certificate of Incorporation) or (ii) any sale of Key Holder Stock pursuant to an Acquisition or Asset Transfer (as such terms are defined in the Certificate of Incorporation).

3.3 This Agreement is subject to, and shall in no manner limit the right which the Company may have to repurchase securities from any Key Holder pursuant to a stock restriction agreement or other agreement between the Company and any Key Holder entered into prior to the date hereof.

4. LEGEND.

4.1 Each certificate representing shares of Key Holder Stock now or hereafter owned by any Key Holder or issued to any person in connection with a Transfer pursuant to Section 3.1 or 3.2 hereof shall be endorsed with the following legend:

> "THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN AMENDED AND RESTATED STOCK SALE AGREEMENT BY AND BETWEEN THE SHAREHOLDER, THE COMPANY AND CERTAIN HOLDERS OF STOCK OF THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY."

4.2 The Key Holders agree that the Company may instruct its transfer agent to impose transfer restrictions on the shares represented by certificates bearing the legend referred to in Section 5.1 above to enforce the provisions of this Agreement and the Company agrees to promptly do so. The legend shall be removed at the request of any Key Holder following termination of this Agreement.

5. MISCELLANEOUS.

5.1 Conditions to Exercise of Rights. Exercise of the Investors' rights under this Agreement shall be subject to and conditioned upon, and each Transferring Key Holder and the Company shall use their reasonable efforts to assist each Investor in, compliance with applicable laws.

5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof.

5.3 "Market Stand-Off" Agreement. Each party hereto hereby agrees that such party shall not sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock (or other securities) of the Company held by such party (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company, not to exceed one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act; *provided* that:

(a) such agreement shall apply only to the Company's first firm commitment underwritten public offering of its Common Stock registered under the Securities Act;

(b) all officers and directors of the Company enter into similar agreements; and

(c) all holders of one percent (1%) or more of the outstanding capital stock enter into similar agreements.

The Company agrees to use all reasonable efforts to ensure that the "lock-up" obligation of the parties under this Section 6.3, and any agreement entered into by the parties as a result of their obligations under this Section 6.3, shall provide that all parties will participate on a pro-rata basis in any early release of portions of the securities of any stockholder subject to such "lock-up" obligations.

The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day period.

5.4 Amendment and Waiver. This Agreement may be amended or terminated and the observance of any term of this Agreement may be waived with respect to any party to this Agreement (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of (i) the Company, (ii) persons holding, in the aggregate, shares of Investor Stock representing sixty percent (60%) of the voting power of all shares of Investor Stock then held by the Investors and their permitted assignees, and (iii) persons holding, in the aggregate, shares of Key Holder Stock representing a majority of the voting power of all shares of Key Holder Stock then held collectively by Key Holders and their respective permitted assignees. Any amendment, termination or waiver effected in accordance with this Section 6.3 shall be binding on all parties hereto, even if they do not execute such consent; *provided, however*, that in the event an amendment, modification or waiver adversely affects the rights and/or obligations of any party under this Agreement in a manner materially different from the manner in which it affects the rights and/or obligations of the other parties, such amendment, modification or waiver shall be binding on such adversely affected party only with the written consent of such adversely affected party. No consent of any party hereto shall be necessary to include as a party to this Agreement any transferee required to become a party pursuant to Sections 3.1 or 3.2 hereof. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision. The Company shall give prompt written notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination or waiver.

5.5 Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors and administrators and other legal representatives. The rights and obligations of the Company hereunder may not be assigned without the prior written consent of (i) persons holding, in the aggregate, shares of Investor Stock representing sixty percent (60%) of the voting power of all shares of Investor Stock then held by the Investors and their permitted assignees, and (ii) persons holding, in the aggregate, shares of Key Holder Stock representing at least a majority of the voting power of all shares of Key Holder Stock then held by Key Holders and their permitted assignees.

5.6 Term. This Agreement shall continue in full force and effect from the date hereof through the earliest of the following dates, on which date it shall terminate in its entirety:

(a) the date of the closing of an IPO or a Significant Event; or

(b) the date of the closing of an Acquisition or Asset Transfer.

5.7 Ownership. Each of the Key Holders, severally and not jointly, represent and warrant that such Key Holder is (or will be upon the Closing, as defined in the Purchase Agreement) the sole legal and beneficial owner of those shares of Key Holder Stock set forth opposite such Key Holder's name on **EXHIBIT B**, and, if such Key Holder is an individual, that he or she is (or will be upon the Closing) the sole legal and beneficial owner of such shares and that no other person has any interest (other than a community property interest) in such shares.

5.8 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at the address as set forth on the signature page hereof and to any other party at the address appearing on the books of the Company or at such address as the Company, or such party, respectively, may designate by ten (10) days advance written notice to the other parties hereto.

5.9 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.10 Entire Agreement. This Agreement and the Exhibits hereto, along with the Purchase Agreement and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement, the Purchase Agreement and the other Related Agreements (as defined in the Purchase Agreement).

5.11 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company shall issue additional shares of Series E Stock pursuant to the Purchase Agreement, any purchaser of such shares of Series E Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed an "Investor" hereunder.

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

5.13 Termination of Prior Agreement. The Prior Agreement is hereby terminated. Such termination is effective upon the execution of this Agreement by the Company and the parties required for termination pursuant to Section 9.3 of the Prior Agreement. Upon such execution, all provisions of, rights granted and covenants made in the Prior Agreement are hereby waived, released and superseded in their entirety by the provisions of this Agreement and shall have no further force to effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

The foregoing **AMENDED AND RESTATED STOCK SALE AGREEMENT** is hereby executed as of the date first above written.

COMPANY:

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
David C. Paul
President and Chief Executive Officer

Address:

The foregoing **AMENDED AND RESTATED STOCK SALE AGREEMENT** is hereby executed as of the date first above written.

MAJOR INVESTOR(S):

CLARUS LIFESCIENCES I, L.P.

By its General Partner, Clarus Ventures I GP, LP
By its General Partner, Clarus Ventures I, LLC

By: /s/ Robert W. Lipak
Robert W. Liptak
Managing Director

The foregoing **AMENDED AND RESTATED STOCK SALE AGREEMENT** is hereby executed as of the date first above written.

MAJOR INVESTOR:

AIG ANNUITY INSURANCE COMPANY

By: /s/ Marc H. Gamsin

Print Name: Marc H. Gamsin

Title: VP

MAJOR INVESTOR:

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

By: /s/ Marc H. Gamsin

Print Name: Marc H. Gamsin

Title: VP

The foregoing **AMENDED AND RESTATED STOCK SALE AGREEMENT** is hereby executed as of the date first above written.

MAJOR INVESTOR:

GOLDMAN SACHS & CO., ON BEHALF OF ITS PRINCIPAL STRATEGIES GROUP

By: /s/ Kenneth H. Eberts III

Print Name: Kenneth H. Eberts III

Title: Managing Director

The foregoing **AMENDED AND RESTATED STOCK SALE AGREEMENT** is hereby executed as of the date first above written.

MAJOR INVESTOR:

GS DIRECT, L.L.C.

BY:
/s/ Gerry Cardinale
NAME: Gerry Cardinale
TITLE: Managing Director

The foregoing **AMENDED AND RESTATED STOCK SALE AGREEMENT** is hereby executed as of the date first above written.

MAJOR INVESTOR(S):

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004, L.P.

By: Goldman Sachs PEP 2004 Advisors, L.L.C.,
General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 EMPLOYEE FUND, L.P.

By: Goldman Sachs PEP 2004 Employee Funds GP,
L.L.C., General Partner

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 OFFSHORE HOLDINGS, L.P.

By: Goldman Sachs PEP 2004 Offshore Holdings
Advisors, Inc., General Partner

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

GS PRIVATE EQUITY PARTNERS 2002 – DIRECT INVESTMENT FUND, L.P.

By: GS PEP 2002 Direct Investment Advisors, L.L.C.,
General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 - DIRECT INVESTMENT FUND, L.P.

By: Goldman Sachs PEP 2004 Direct Investment
Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

MULTI-STRATEGY HOLDINGS, L.P.

By: Multi-Strategy Holdings Offshore Advisors, Inc.,
General Partner

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

GOLDMAN SACHS INVESTMENT PARTNERS MASTER FUND, L.P.

By: /s/ Michelle Barone

Print Name: Michelle Barone

Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY CONCENTRATED HEALTHCARE FUND OFFSHORE HOLDINGS, L.P.

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

The foregoing **AMENDED AND RESTATED STOCK SALE AGREEMENT** is hereby executed as of the date first above written.

KEY HOLDERS:

4 Spine, LLC

By: /s/ David DeFrancis
Name: David DeFrancis
Title: Manager

/s/ Allison Ager
Allison Ager

/s/ Robert T. Alston
Robert T. Alston

/s/ Neel Anand
Neel Anand

/s/ Nick Ansari
Nick Ansari

Antonio DiSclafani, II, Trustee of the Family Trust created under the Donna L. DiSclafani Five Year GRAT II dated March 16, 2005

By: /s/ Antonio DiSclafani II
Name: Antonio DiSclafani II
Title: Trustee

401k Profit Sharing Plan and Trust of Orthopaedic Associates, P.A. FBO Michael D. Mitchell

By: /s/ Michael D. Mitchell
Name: Michael D. Mitchell, M.D.

/s/ Gregg Albano
Gregg Albano

Amarjit S. Momi Credit Shelter Trust

By: /s/ Charanjit K. Momi
Name: Charanjit K. Momi
Title: Trustee

/s/ Shawn Anderson
Shawn Anderson

/s/ Robert C. Antonelli
Robert C. Antonelli

Antonio DiSclafani, II, Trustee of the GST Nonexempt Family Trust created under the Donna L. DiSclafani Five Year GRAT II dated March 16, 2005

By: /s/ Antonio DiSclafani II
Name: Antonio DiSclafani II
Title: Trustee

/s/ Paul Asdourian
Paul Asdourian

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees,
Ocala Neurosurgical Center M.P. Plan, dtd 6-13-02
FBO B. Kaplan

By: /s/ B. Kaplan
Name: B. Kaplan
Title: Co-Trustee

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees,
Ocala Neurosurgical Center M.P. Plan, dtd 6-13-02
FBO B. Kaplan

By: /s/ A. DiSclafani
Name: A. DiSclafani
Title: Co-Trustee

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees,
Ocala Neurosurgical Center M.P. Plan, dtd 6-13-02
FBO B. Kaplan

By: /s/ M. Oliver
Name: M. Oliver
Title: Co-Trustee

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees,
Ocala Neurosurgical Center P.S. Plan, dtd 6-13-02
FBO B. Kaplan

By: /s/ B. Kaplan
Name: B. Kaplan
Title: Co-Trustee

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees,
Ocala Neurosurgical Center P.S. Plan, dtd 6-13-02
FBO B. Kaplan

By: /s/ A. DiSclafani
Name: A. DiSclafani
Title: Co-Trustee

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees,
Ocala Neurosurgical Center P.S. Plan, dtd 6-13-02
FBO B. Kaplan

By: /s/ M. Oliver
Name: M. Oliver
Title: Co-Trustee

/s/ Brian Bacon
Brian Bacon

/s/ John P. Baker
John P. Baker

/s/ Kelly J. Baker
Kelly J. Baker

/s/ Roy P. Baker
Roy P. Baker

/s/ Richard A. Balderston
Richard A. Balderston

/s/ Daxes Banit
Daxes Banit

/s/ George Baran
George Baran

/s/ John Christian Barrett
John Christian Barrett

/s/ Cindy Beatty
Cindy Beatty

/s/ Sloan Beatty
Sloan Beatty

/s/ Bernie L. Bell, Jr.
Bernie L. Bell, Jr.

/s/ Byard Bennett
Byard Bennett

/s/ Shalini Bennett
Shalini Bennett

/s/ Cliff Benson, III
Cliff Benson, III

/s/ Clifton L. Benson, Jr.
Clifton L. Benson, Jr.

Berachah Foundation, Inc.

/s/ William J. Beutler
William J. Beutler

By: /s/ David D. Davidar
Name: David D. Davidar
Title: President

Big Horn Associates, L.L.C.

/s/ David Bibbs
David Bibbs

By: /s/ David DeFrancis
Name: David DeFrancis
Title: Manager

/s/ Kevin Biggs
Kevin Biggs

/s/ Alisha Anne Binder
Alisha Anne Binder

/s/ Larry Binder
Larry Binder

/s/ Randolph Bishop
Randolph Bishop

/s/ Craig Bjelde
Craig Bjelde

/s/ Michael E. Black
Michael E. Black

/s/ Todd Black
Todd Black

/s/ Antoinette Booth
Antoinette Booth

/s/ Dennis Booth
Dennis Booth

/s/ Harry Booth
Harry Booth

/s/ Mark D. Borden
Mark D. Borden

/s/ Susan M. Bowers
Susan M. Bowers

/s/ Michael L. Boyer, II
Michael L. Boyer, II

/s/ Donald O. Bradley, III
Donald O. Bradley, III

/s/ James Branch
James Branch

/s/ Jamie Hanson Branch
Jamie Hanson Branch

/s/ Joseph Edwin Branch
Joseph Edwin Branch

/s/ Laura Caroline Branch
Laura Caroline Branch

/s/ Michael Brannon
Michael Brannon

/s/ Lloyd Keith Brewton
Lloyd Keith Brewton

/s/ Courtney Brown
Courtney Brown

/s/ Jason Timothy Burney
Jason Timothy Burney

C2R Investors LLC

/s/ Phillip Butler
Phillip Butler

By: /s/ Carolina Ceron-Canas
Name: Carolina Ceron-Canas
Title: President

/s/ Dave Cacioppo
Dave Cacioppo

/s/ Carolyn J. Campanella
Carolyn J. Campanella

/s/ Janie W. Cannon
Janie W. Cannon

/s/ Stephen P. Cannon
Stephen P. Cannon

/s/ Helen Cappuccino
Helen Cappuccino

/s/ Kevin Carouge
Kevin Carouge

/s/ Jamie Carroll
Jamie Carroll

/s/ John R. Casteel, II
John R. Casteel, II

/s/ Christopher C. Cavanaugh
Christopher C. Cavanaugh

/s/ Michael C. Chabot
Michael C. Chabot

Charles Schwab & Co. Inc. Custodian for Steven H. Tovey IRA-Rollover 89100044

By: /s/ Steven H. Tovey
Name: Steven H. Tovey
Title: Owner

Charles Schwab & Co. Inc. Custodian for Steven H. Tovey Simple IRA-88910987

By: /s/ Steven H. Tovey
Name: Steven H. Tovey
Title: Owner

/s/ Janet Chelladurai
Janet Chelladurai

/s/ Larisa Cherby
Larisa Cherby

/s/ Thor G. Christensen
Thor G. Christensen

/s/ Richard Colasante
Richard Colasante

/s/ Suzanna Cole
Suzanna Cole

/s/ Mark D. Copeland
Mark D. Copeland

/s/ Charles Crowley
Charles Crowley

/s/ Lukasz Curylo
Lukasz Curylo

D Team

By: /s/ Frank DeStefano
Name: Frank DeStefano

/s/ Ravi P. Dattani
Ravi P. Dattani

/s/ Michael R. Cole
Michael R. Cole

/s/ Logan R. Collins
Logan R. Collins

/s/ Eric J. Corbin
Eric J. Corbin

/s/ Walter P. Crye, Jr.
Walter P. Crye, Jr.

/s/ Aubrie Cusumano
Aubrie Cusumano

Daniel Paul 2010 Grantor Retained Annuity Trust U/A 7/20/10

By: /s/ Daniel Paul
Name: Daniel Paul
Title: Trustee

Davidar, David D., Trustee, Davidar 2009 Grantor Retained Annuity Trust U/A 8/6/09

By: /s/ David D. Davidar
Name: David D. Davidar
Title: Trustee

Davidar, John as Custodian for Jadon Davidar under the Pennsylvania Uniform Transfers to Minors Act

By: /s/ John Davidar
Name: John Davidar
Title: Custodian

/s/ Charles Davidar
Charles Davidar

/s/ David D. Davidar
David D. Davidar

/s/ John Davidar
John Davidar

/s/ Martin J. Dempsey, Jr.
Martin J. Dempsey, Jr.

/s/ Vaneetha Demski
Vaneetha Demski

/s/ Larry Deutsch
Larry Deutsch

/s/ Visuvasam Dhanaraj
Visuvasam Dhanaraj

/s/ Donald Dietze
Donald Dietze

/s/ David D. Davidar
David D. Davidar

/s/ Sarah G. Davidar
Sarah G. Davidar

/s/ Sunitha Davidar
Sunitha Davidar

/s/ David M. Demski
David M. Demski

/s/ Frank DeStefano
Frank DeStefano

/s/ Robert Deutsch
Robert Deutsch

/s/ Page Benson Dickens
Page Benson Dickens

/s/ Anthony J. DiMarino, III
Anthony J. DiMarino, III

/s/ John Doherty
John Doherty

Donald R. Johnson II 2010 Grantor Retained Annuity Trust I, dated July 1, 2010

By: /s/ Donald R. Johnson
Name: Donald R. Johnson
Title: Trustee

Donald R. Johnson II 2011 Grantor Retained Annuity Trust I, dated July 1, 2011

By: /s/ Donald R. Johnson
Name: Donald R. Johnson
Title: Trustee

Donna L. DiSclafani and Antonio DiSclafani, II, Co- Trustees of the Donna L. DiSclafani Revocable Trust dated June 7, 1993, as amended

By: /s/ Antonio DiSclafani, II
Name: Antonio DiSclafani, II
Title: Co-Trustee

Donna L. DiSclafani and Antonio DiSclafani, II, Co- Trustees of the Donna L. DiSclafani Revocable Trust dated June 7, 1993, as amended

By: /s/ Donna L. DiSclafani
Name: Donna L. DiSclafani
Title: Co-Trustee

Donna L. DiSclafani, Trustee of the Donna L. DiSclafani Grantor Retained Annuity Trust III dated September 16, 2009

By: /s/ Donna L. DiSclafani
Name: Donna L. DiSclafani
Title: Trustee

/s/ Michael E. Doran
Michael E. Doran

/s/ John D. Dorchak
John D. Dorchak

/s/ John Dowling
John Dowling

/s/ William Duffield, Jr.
William Duffield, Jr.

/s/ Christopher Duneske
Christopher Duneske

/s/ James W. Dwyer
James W. Dwyer

/s/ Howard Dyer
Howard Dyer

/s/ Christopher Eddy
Christopher Eddy

/s/ Willie S. Edwards, Jr.
Willie S. Edwards, Jr.

/s/ David M. Ellis
David M. Ellis

/s/ Jeyakaran Emmanuel
Jeyakaran Emmanuel

/s/ Juanita H. Emmett
Juanita H. Emmett

Equity Trust Company Custodian FBO: Lawrence J. Gerrans IRA

/s/ Phillip G. Esce
Phillip G. Esce

By: /s/ Lawrence J. Gerrans
Name: Lawrence J. Gerrans

/s/ Mark Etheridge
Mark Etheridge

/s/ Patricia L. Farnquist
Patricia L. Farnquist

/s/ Ira L. Fedder
Ira L. Fedder

/s/ Michael F. Ferreri
Michael F. Ferreri

/s/ Jason Ferris
Jason Ferris

First Clearing, LLC FBO Vincent J. Silvaggio IRA

By: /s/ Vincent J. Silvaggio
Name: Vincent J. Silvaggio

First Clearing, LLC for the benefit of John Doherty

By: /s/ John Doherty
Name: John Doherty

First Clearing, LLC for the benefit of John Dowling

By: /s/ John Dowling
Name: John Dowling

/s/ Stephen Fisher
Stephen Fisher

/s/ Robert E. Flandry, Jr.
Robert E. Flandry, Jr.

/s/ Charles Stephen Foster, Jr.
Charles Stephen Foster, Jr.

/s/ David Fowler
David Fowler

/s/ Farhang Fracyon
Farhang Fracyon

/s/ Stephen R. Froehlich
Stephen R. Froehlich

/s/ Craig W. Fultz
Craig W. Fultz

/s/ Dale W. Gaines
Dale W. Gaines

Gary A. Dix , LLC

/s/ Manny Gaspar
Manny Gaspar

By: /s/ Gary A. Dix
Name: Gary A. Dix
Title: Manager

/s/ Karen M. Giordano
Karen M. Giordano

/s/ Elise Girasole
Elise Girasole

Girouard Childrens Trust, Marcia Currie Trustee

/s/ Lisa Glassner
Lisa Glassner

By: /s/ Marcia Currie
Name: Marcia Currie
Title: Trustee

Glastein Capital Investors, LLC

/s/ Michael Glassner
Michael Glassner

By: /s/ Cary D. Glastein
Name: Cary D. Glastein
Title: Managing Partner

/s/ Chad Glerum
Chad Glerum

/s/ Michael Goldman
Michael Goldman

/s/ Jeffrey Gordon
Jeffrey Gordon

/s/ David Goss
David Goss

/s/ Joseph B. Gossman
Joseph B. Gossman

/s/ Raul Granillo
Raul Granillo

/s/ Nicholas A. Grimaldi
Nicholas A. Grimaldi

/s/ Brinal Gupta
Brinal Gupta

/s/ Matthew Hansell
Matthew Hansell

/s/ Noah Hansell
Noah Hansell

/s/ Gregg E. Harris, Jr.
Gregg E. Harris, Jr.

/s/ Robert L. Hash
Robert L. Hash

/s/ Grant Haugen
Grant Haugen

/s/ Ryan H. Hendricks
Ryan H. Hendricks

/s/ Stephan Hess
Stephan Hess

/s/ Stefanie L. Hill
Stefanie L. Hill

/s/ Terry A. Hill
Terry A. Hill

/s/ Julie Hinojosa
Julie Hinojosa

/s/ Mark E. Hottle
Mark E. Hottle

/s/ Jerry H. Huber
Jerry H. Huber

/s/ William D. Hunter
William D. Hunter

/s/ Aditya V. Ingalhalikar
Aditya V. Ingalhalikar

/s/ David Michael Iott
David Michael Iott

/s/ Nancy Wise Iott
Nancy Wise Iott

IRA FBO Randolph C. Bishop Pershing LLC as Custodian

By: /s/ Larry Sanariago
Name: Larry Sanariago
Title: SPV

/s/ Paul Iswariah
Paul Iswariah

/s/ Arthur James
Arthur James

/s/ James Jamison
James Jamison

/s/ Dante Implicito
Dante Implicito

/s/ Andrew Iott
Andrew Iott

/s/ Matthew David Iott
Matthew David Iott

/s/ Nicholas Jon Iott
Nicholas Jon Iott

IRA NFS LLC/FMTC FBO: Lance Gomez Acct: 670-584576

By: /s/ Lance Gomez
Name: Lance Gomez
Title: President

J. Bard McLean, Inc. Profit Sharing

By: /s/ J. Derek McLean
Name: J. Derek McLean
Title: President

/s/ Dhinakaran James
Dhinakaran James

Johnson Family Investments, LLC

By: /s/ John D. Johnson, Jr.
Name: John D. Johnson, Jr.

/s/ David Johnston
David Johnston

/s/ Dennis J. Jones
Dennis J. Jones

Kanter, Geoffrey E. and Arnold M. Zaff, Trustees, GST Exempt Trust U/Will Richard T. Kanter

/s/ Fred Ingram Jones, Jr.
Fred Ingram Jones, Jr.

By: /s/ Geoffrey E. Kanter
Name: Geoffrey E. Kanter
Title: Co-Trustee

Kanter, Geoffrey E. and Arnold M. Zaff, Trustees, GST Exempt Trust U/Will Richard T. Kanter

By: /s/ Arnold M. Zaff
Name: Arnold M. Zaff
Title: Co-Trustee

Karen M. Tovey, Trustee of the Karen M. Tovey Grantor Retained Annity Trust dated November 19, 2007

By: /s/ Karen M. Tovey
Name: Karen M. Tovey
Title: Trustee

/s/ Michael Keegan
Michael Keegan

/s/ John Kendle
John Kendle

/s/ Glenn Kenney
Glenn Kenney

/s/ Richard Kienzle
Richard Kienzle

/s/ Jennifer Kiss
Jennifer Kiss

/s/ David G. Kitchens
David G. Kitchens

/s/ Gary Klass
Gary Klass

/s/ Scott A. Kline
Scott A. Kline

KM Medical

By: /s/ Karen M. Tovey
Name: Karen M. Tovey
Title: President

/s/ Donald K. Kolletzki
Donald K. Kolletzki

/s/ Nilesh N. Kotecha
Nilesh N. Kotecha

/s/ Terrence Koziara
Terrence Koziara

/s/ David Kraus
David Kraus

/s/ Nazariy Krokhtyak
Nazariy Krokhtyak

/s/ Edward H. Kuckens
Edward H. Kuckens

/s/ Anjali Samuel Kukde
Anjali Samuel Kukde

/s/ Deepa Praveen Kumar
Deepa Praveen Kumar

/s/ Christopher A. Lacy
Christopher A. Lacy

/s/ Carolyn Elizabeth Landman
Carolyn Elizabeth Landman

/s/ Eric C. Landman
Eric C. Landman

/s/ Steven D. Landman
Steven D. Landman

/s/ Daniel Laskowitz
Daniel Laskowitz

/s/ Carl Lauryssen
Carl Lauryssen

/s/ Dawn Laverty
Dawn Laverty

/s/ Andrew Lee
Andrew Lee

/s/ Jason Leigl
Jason Leigl

/s/ Michael J. Lentz
Michael J. Lentz

/s/ Robert M. Lester
Robert M. Lester

/s/ Craig S. Liberatore
Craig S. Liberatore

/s/ Ralph H. Liberatore
Ralph H. Liberatore

/s/ James G. Lindley, Jr.
James G. Lindley, Jr.

/s/ Stephanie Long
Stephanie Long

/s/ Steven C. Ludwig
Steven C. Ludwig

/s/ Shawn Luna
Shawn Luna

/s/ Diana S. Malcolm
Diana S. Malcolm

/s/ James R. Malcolm
James R. Malcolm

/s/ Brian Malm
Brian Malm

/s/ Timothy P. Mann
Timothy P. Mann

/s/ Edward K. Mark, Jr.
Edward K. Mark, Jr.

/s/ Jeffrey D. Martin
Jeffrey D. Martin

/s/ Michael Martin
Michael Martin

/s/ Paul C. McAfee
Paul C. McAfee

/s/ Jason Mayfield
Jason Mayfield

McCanney & Associates, Inc.

By: /s/ Mark McCanney
Name: Mark McCanney
Title: President

/s/ Jeffrey R. McConnell
Jeffrey R. McConnell

/s/ Jared A. McGrath
Jared A. McGrath

/s/ William Mcnett
William Mcnett

Medvest, LLC

By: /s/ Chris Tomaras
Name: Chris Tomaras
Title: President

/s/ Christopher B. Michelsen
Christopher B. Michelsen

/s/ Thomas Miller
Thomas Miller

/s/ William L. Mills
William L. Mills

/s/ Joshua McCloskey
Joshua McCloskey

/s/ Stephen C. McFee
Stephen C. McFee

/s/ J. Derek McLean
J. Derek McLean

/s/ Jane Branch McRee
Jane Branch McRee

/s/ Michael J. Melchionni
Michael J. Melchionni

Millennium Trust Company, LLC Cust. FBO Joan Crosby Coney, IRA # 21354D836

By: /s/ Joan Coney
Name: Joan Coney

/s/ Paul W. Millhouse
Paul W. Millhouse

/s/ David Mitchell
David Mitchell

/s/ Diane Mitchell
Diane Mitchell

/s/ Kathleen M. Mitchell
Kathleen M. Mitchell

Morgan Keegan & Co. Custodian for Andrew T. Rock SEP-IRA
70417068-1

/s/ Ryan Moore
Ryan Moore

By: /s/ Andrew T. Rock
Name: Andrew T. Rock
Title: SEP IRA Owner

/s/ John P. Mulgrew
John P. Mulgrew

/s/ Rob Mulligan
Rob Mulligan

/s/ Andrew Brett Murphy
Andrew Brett Murphy

/s/ John Murphy
John Murphy

/s/ Jason Nash
Jason Nash

Neuro Spine Ventures LLC

By: /s/ Andrew T. Rock
Name: Andrew T. Rock
Title: Managing Partner

NeuroMaxx Surgical, Inc.

By: /s/ Brad Odom
Name: Brad Odom
Title: Principal

NFS FBO Antoinette Booth IRA ACC# 675-353680

By: /s/ Antoinette Booth
Name: Antoinette Booth

NFS FBO Harry Booth IRA ACC# 675-353671

By: /s/ Harry Booth
Name: Harry Booth

/s/ Marcin Niemiec
Marcin Niemiec

/s/ Michael O'Brien
Michael O'Brien

Ocean Spine LLC

By: /s/ Doug Sarmousakis
Name: Doug Sarmousakis
Title: Distribution Principal

/s/ Mark D. Oliver
Mark D. Oliver

/s/ Karen Olson
Karen Olson

/s/ Patrick S. O'Neill
Patrick S. O'Neill

/s/ Lisa W. Pandelidis
Lisa W. Pandelidis

/s/ James Parolie
James Parolie

/s/ Nirali Patel
Nirali Patel

/s/ Daniel Paul
Daniel Paul

/s/ Cindy S. Oliver
Cindy S. Oliver

/s/ Raymond L. Oliver
Raymond L. Oliver

/s/ Terrance D. Olson
Terrance D. Olson

Orthopedic Surgeon, P.C. Profit Sharing Plan and Trust FBO Daniel W. Michael

By: /s/ Daniel W. Michael
Name: Daniel W. Michael

/s/ Thomas Parker
Thomas Parker

/s/ Jason M. Pastor
Jason M. Pastor

Paul, David C., as Trustee of the David C. Paul 2010 Grantor Retained Annuity Trust U/A 4/6/10

By: /s/ David C. Paul
Name: David C. Paul
Title: Trustee

/s/ Daniel S. Paul
Daniel S. Paul

/s/ David C. Paul
David C. Paul

/s/ Sonali Paul
Sonali Paul

/s/ Preetha Paul
Preetha Paul

/s/ James T. Pauwels
James T. Pauwels

/s/ Steven Payne
Steven Payne

/s/ Jeffrey W. Peary
Jeffrey W. Peary

/s/ Walter C. Peppelman, Jr.
Walter C. Peppelman, Jr.

/s/ R. Keith Perkins
R. Keith Perkins

/s/ Khiem Pham
Khiem Pham

Philip, Jayanthi as custodian for Jachin Philip under the PA Uniform Transfers to Minors Act

By: /s/ John Davidar
Name: John Davidar
Title: Custodian

Philip, Jayanthi as custodian for Jonan Philip under the PA Uniform Transfers to Minors Act

By: /s/ John Davidar
Name: John Davidar
Title: Custodian

/s/ Gladstone K. Philip
Gladstone K. Philip

/s/ Jayanthi Philip
Jayanthi Philip

/s/ Matthew Frank Philips
Matthew Frank Philips

/s/ Edward A. Pinkos, Jr.
Edward A. Pinkos, Jr.

/s/ Steve Poletti
Steve Poletti

/s/ Daniel A. Pontecorvo
Daniel A. Pontecorvo

Powers Family Descendants Trust

By: /s/ Peri A. DeOrio
Name: Peri A. DeOrio
Title: Trustee

/s/ Shairali Rao
Shairali Rao

/s/ Edward Reilley
Edward Reilley

/s/ Samuel J. Rendall
Samuel J. Rendall

Rezaiamiri, L.L.C.

By: /s/ Shahram Rezaiamiri
Name: Shahram Rezaiamiri

/s/ William S. Rhoda
William S. Rhoda

/s/ Ray Polito
Ray Polito

Powers Family Descendants Trust

By: /s/ Alexandros D. Powers
Name: Alexandros D. Powers
Title: Grantor to Trust

/s/ Peter D. Quick
Peter D. Quick

RBC Dain Rauscher Custodian FBO Paul Asdourian IRA

By: /s/ Paul Asdourian
Name: Paul Asdourian, MD

/s/ David S. Rendall
David S. Rendall

/s/ Charles B. Reynolds, Jr.
Charles B. Reynolds, Jr.

/s/ Gregory L. Rhinehart
Gregory L. Rhinehart

/s/ Richard Richardson
Richard Richardson

/s/ Julie Robbins
Julie Robbins

/s/ Paul V. Robbins
Paul V. Robbins

/s/ R. Phil Roof, Jr.
R. Phil Roof, Jr.

/s/ Steven L. Rotola
Steven L. Rotola

/s/ David Rubenstein
David Rubenstein

/s/ Scott A. Rushton
Scott A. Rushton

/s/ J. Nicole Rutz
J. Nicole Rutz

/s/ Kevin D. Rutz
Kevin D. Rutz

Saint Francis Growth Fund

/s/ Chad Weldon Saunders
Chad Weldon Saunders

By: /s/ Kevin J. Makley
Name: Kevin J. Makley
Title: President

Schultz Ventures, LLC

/s/ Carla Schaaphok
Carla Schaaphok

By: /s/ Karl D. Schultz Jr.
Name: Karl D. Schultz Jr.
Title: Managing Partner

/s/ Arnold M. Schwartz
Arnold M. Schwartz

/s/ Suken A. Shah
Suken A. Shah

/s/ Adam H. Shain
Adam H. Shain

/s/ Lewis S. Sharps
Lewis S. Sharps

/s/ Melanie Sharps
Melanie Sharps

/s/ Joshua L. Shiels
Joshua L. Shiels

/s/ Ouida Simpson
Ouida Simpson

/s/ Selwyn Simpson
Selwyn Simpson

/s/ Rupinder Singh
Rupinder Singh

/s/ Amit Sinha
Amit Sinha

/s/ David N. Smith
David N. Smith

/s/ Michael L. Smith
Michael L. Smith

Spine Capital Partners II, LLC

/s/ Patrick Smith
Patrick Smith

By: /s/ Dale W. Gaines
Name: Dale W. Gaines
Title: Owner

Spine Capital Partners, LLC

/s/ Scott C. Stein
Scott C. Stein

By: /s/ Dale W. Gaines
Name: Dale W. Gaines
Title: Manager

/s/ Don O. Stovall, Jr.
Don O. Stovall, Jr.

/s/ Jerry Stovall
Jerry Stovall

/s/ Brian J. Sullivan
Brian J. Sullivan

/s/ Laurie Summers
Laurie Summers

/s/ John Sutcliffe
John Sutcliffe

/s/ Douglas C. Sutton
Douglas C. Sutton

T-10 Investments

By: /s/ Greg Lodsdon
Name: Greg Lodsdon

/s/ Michael R. Tanner
Michael R. Tanner

/s/ Frederick A. Tecce
Frederick A. Tecce

The 2010 Kamaldeep S. Momi Family Dynasty Trust
DTD 9-14-2010

By: /s/ Navjot Singh
Name: Navjot Singh
Title: Trustee

/s/ Gregory Scott Thompson
Gregory Scott Thompson

/s/ Cynthia Maurer Sutton
Cynthia Maurer Sutton

T-10 Investments

By: /s/ Anthony J. Pedro
Name: Anthony J. Pedro

/s/ Brandon Tanguay
Brandon Tanguay

TD Ameritrade Clearing Inc. Custodian FBO Brian Kubler IRA

By: /s/ Brian Kubler
Name: Brian Kubler

TECHNOMED HOLDINGS LLC

By: /s/ Lawrence J. Binder, Jr.
Name: Lawrence J. Binder, Jr.
Title: Manager

/s/ Duane Tice
Duane Tice

/s/ Trenton T. Tillman, III
Trenton T. Tillman, III

/s/ Karen M. Tovey
Karen M. Tovey

/s/ Jason C. Travis
Jason C. Travis

/s/ Sue Tremlett
Sue Tremlett

/s/ G. Todd Turner
G. Todd Turner

/s/ Tisha Sue Turner
Tisha Sue Turner

/s/ Leon Turo
Leon Turo

/s/ Joseph T. Ullrich
Joseph T. Ullrich

/s/ Candace A. Undercuffler
Candace A. Undercuffler

/s/ W. Christopher Urban
W. Christopher Urban

/s/ Luke A. Urtz
Luke A. Urtz

/s/ Alexander R. Vaccaro
Alexander R. Vaccaro

/s/ Paul P. Vessa
Paul P. Vessa

/s/ Todd K. Volk
Todd K. Volk

/s/ John Wadsworth
John Wadsworth

/s/ Richard Washburn
Richard Washburn

/s/ Kimberly Weaner
Kimberly Weaner

/s/ Jonathan Weller
Jonathan Weller

/s/ Jane R. Wendt
Jane R. Wendt

Whynot LLC

By: /s/ Mark Christensen
Name: Mark Christensen
Title: Manager

/s/ Malcolm Williams
Malcolm Williams

/s/ Brian Wise
Brian Wise

/s/ Curtis Worthington, M.D.
Curtis Worthington, M.D.

/s/ Lizbeth Branch Wright
Lizbeth Branch Wright

/s/ Carol M. Wildermuth
Carol M. Wildermuth

/s/ Thomas A.S. Wilson, Jr.
Thomas A.S. Wilson, Jr.

/s/ Steven B. Wolf
Steven B. Wolf

/s/ Arthur C. Wotiz
Arthur C. Wotiz

/s/ James Wurtz
James Wurtz

/s/ Michal Zentko
Michal Zentko

EXHIBIT A

LIST OF INVESTORS

Name of Investor

Clarus Lifesciences I, L.P.
GS Direct, L.L.C.
Goldman Sachs Investment Partners Master Fund, L.P.
Goldman Sachs Private Equity Concentrated Healthcare Fund Offshore Holdings, L.P.
Goldman Sachs Private Equity Partners 2004, L.P.
Goldman Sachs Private Equity Partners 2004 Offshore Holdings, L.P.
Goldman Sachs Private Equity Partners 2004 – Direct Investment Fund, L.P.
Goldman Sachs Private Equity Partners 2004 Employee Fund, L.P.
GS Private Equity Partners 2002 – Direct Investment Fund, L.P.
Multi-Strategy Holdings, L.P.
AIG Annuity Insurance Company
The Variable Annuity Life Insurance Company
Troy Fukumoto

EXHIBIT B

LIST OF KEY HOLDERS

4 Spine, LLC
Ager, Allison
Albano, Gregg
Alston, Robert T.
Anand, Neel
Anderson, Shawn
Ansari, Nick
Antonelli, Robert C.
Asdourian, Paul
RBC Dain Rauscher Custodian FBO Paul Asdourian IRA
Bacon, Brian
B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees, Ocala Neurosurgical Center M.P. Plan, dtd 6-13-02 FBO B. Kaplan
B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees, Ocala Neurosurgical Center P.S. Plan, dtd 6-13-02 FBO B. Kaplan
Baker of Longwood Limited Family Partnership
Baker, John P.
Baker, Kelly J.
Baker, Roy P.
Balderston, Richard A.
Banit, Daxes
Baran, George
Barrett, John Christian
Beatty, Sloan and Cindy
Bell, Bernie L., Jr.
Bennett, Byard and Shalini
Benson, Cliff, III
Benson, Jr., Clifton L.
Berachah Foundation, Inc.
Beutler, William J.
Bibbs, David
Big Horn Associates, L.L.C.
Biggs, Kevin
Binder, Larry
Binder, Alisha Anne
Bishop, Randolph
IRA FBO Randolph C. Bishop Pershing LLC as Custodian
Bjelde, Craig
Black, Michael E.
Black, Todd
Booth, Dennis
Booth, Harry and Antoinette
NFS FBO Harry Booth IRA ACC# 675-353671
NFS FBO Antoinette Booth IRA ACC# 675-353680
Borden, Mark D.
Bowers, Susan M.
Boyer, Michael L. II
Bradley, III, Donald O.

Branch, James
Branch, Jamie Hanson
Branch, Joseph Edwin Branch
Branch, Laura Caroline
Brannon, Michael
Brewton, Lloyd Keith
Brown, Courtney
Brundage, Patricia A.
Burney, Jason Timothy
Butler, Phillip
C2R Investors LLC
Cacioppo, Dave
Campanella, Carolyn J.
Cannon, Janie W.
Cannon, Stephen P.
Cappuccino, Helen
Carouge, Kevin
Carroll, Jamie
Casteel, II, John R.
Cavanaugh, Christopher C.
Chabot, Michael C.
Chelladurai, Janet
Cherby, Larisa
Chokshi, Rakesh Pravin
Christensen, Thor G.
Colasante, Richard
Cole, Michael R.
Cole (Posner), Suzanna
Collins, Logan R.
Millennium Trust Company, LLC Cust. FBO Joan Crosby Coney, IRA # 21354D836
Copeland, Mark D.
Corbin, Eric J.
Crowley, Charles
Crye, Jr., Walter P.
Curylo, Lukasz
Cusumano, Aubrie
D Team
Daftari, Tapan K.
Dattani, Ravi P.
Davidar, Charles
Davidar, David D.
Davidar, David D. and Sarah G. (as joint tenants with the right of survivorship)
Davidar, David D., Trustee, Davidar 2009 Grantor Retained Annuity Trust U/A 8/6/09
Davidar, John
Davidar, John and Sunitha
Davidar, John, as Custodian for Jadon Davidar pursuant to the PA Uniform Transfers to Minors Act
Dempsey, Martin J., Jr.
Demski, David M.
Maxine C. Demski, Trustee of the Maxine C. Demski Trust
Demski, Vaneetha
Deol, Gurvinder S.
DeStefano, Frank
Deutsch, Larry
Deutsch, Robert

Dhanaraj, Visuvasam
Dickens, Page Benson
Dietze, Donald
DiMarino, Anthony J. III
Donna L. DiSclafani and Antonio DiSclafani, II, Co-Trustees of the Donna L. DiSclafani Revocable Trust dated June 7, 1993, as amended
Antonio DiSclafani, II, Trustee of the Family Trust created under the Donna L. DiSclafani Five Year GRAT II dated March 16, 2005
Antonio DiSclafani, II, Trustee of the GST Nonexempt Family Trust created under the Donna L. DiSclafani Five Year GRAT II dated March 16, 2005
Donna L. DiSclafani, Trustee of the Donna L. DiSclafani Grantor Retained Annuity Trust III dated September 16, 2009
Doherty, John
First Clearing, LLC for the benefit of John Doherty
Doran, Michael E.
Dorchak, John D.
Dowling, John
First Clearing, LLC for the benefit of John Dowling
Duffield, Jr., William
Duneske, Christopher
Dunford, Philip J. and Margaret A.
Dwyer, James W.
Dyer, Howard
Eddy, Christopher
Edwards, Willie S., Jr.
Ellis, David M.
Emmanuel, Jeyakaran
Emmett, Juanita H.
Equity Trust Company Custodian FBO: Lawrence J. Gerrans IRA
Esce, Phillip G.
Eskew, Eric
Etheridge, Mark
Farnquist, Patricia L.
Fedder, Ira L.
Ferreri, Michael F.
Ferris, Jason
First Clearing, LLC FBO Vincent J. Silvaggio IRA
Fisher, Stephen
Flandry, Robert E., Jr.
Foster, Charles Stephen, Jr.
Fowler, David
Fracyon, Farhang
Froehlich, Stephen R.
Fultz, Craig W.
Gaines, Dale W.
Gary A. Dix , LLC
Gaspar, Manny
Steve H. Gilman IRA Charles Schwab & Co., Inc. Custodian
Giordano, Karen M.
Girasole, Elise
Girouard Childrens Trust, Marcia Currie Trustee
Glassner, Michael and Lisa
Glastein Capital Investors, LLC
Glerum, Chad

Goldman, Michael
IRA NFS LLC/FMTC FBO: Lance Gomez Acct: 670-584576
Gordon, Jeffrey
Goss, David
Gossman, Joseph B.
Granillo, Raul
Grimaldi, Nicholas A.
Gupta, Brinal
Hansell, Matthew
Hansell, Noah
Harris, Jr., Gregg E.
Hash, Robert L.
Haugen, Grant
Hendricks, Ryan H.
Herkowitz, Harry
Hess, Stephan
Hill, Stefanie L.
Hill, Terry A.
Hinojosa, Julie
Hottle, Mark E.
Howat, Mark
Huber, Jerry H.
Hunter, William D.
Implicito, Dante
Ingalhalikar, Aditya V.
Iott, Andrew
Iott, David Michael
Iott, Matthew David
Iott, Nancy Wise
Iott, Nicholas Jon
Iswariah, Paul
James, Arthur
James, Dhinakaran
Jamison, James
Johnson Family Investments, LLC
Donald R. Johnson II 2010 Grantor Retained Annuity Trust I, dated July 1, 2010
Donald R. Johnson II 2011 Grantor Retained Annuity Trust I, dated July 1, 2011
Johnston, David
Jones, Dennis J.
Jones, Fred Ingram Jr.
Kanter, Geoffrey E. and Arnold M. Zaff, Trustees, GST Exempt Trust U/Will Richard T. Kanter
Keegan, Michael
Keim, Kelly B.
Kendle, John
Kenney, Glenn
Kessler, Chad M.
Khanna, Nitin
Charles Schwab Trust Company Trustee United Anesthesia Services, P.C. 401(k) Plan FBO Patricia Kienzle
Kienzle, Peter
Kienzle, Peter and Amy
Kienzle, Rand E.
Kienzle, Richard
Kiss, Jennifer
Kitchens, David G.

Klass, Gary
Kline, Scott A.
KM Medical
Kolletzki, Donald K.
Kotecha, Nilesh N.
Koziara, Terrence
Kraus, David
Krokhtyak, Nazariy
Kuckens, Edward H.
Kukde, Anjali Samuel
Kumar, Deepa Praveen
Lacy, Christopher A.
Laidhold, Erik
Landman, Carolyn Elizabeth
Landman, Eric C.
Landman, Steven D.
Laskowitz, Daniel
Lauryssen, Carl
Laverty, Dawn
Lee, Andrew
Leigl, Jason
Lentz, Michael J.
Lester, Robert M.
Liberatore, Craig S.
Liberatore, Ralph H.
Lindley, James G., Jr.
Logan, John B.
Long, James
Long, Stephanie
Ludwig, Steven C.
Luna, Shawn
Malcolm, Diana S.
Malcolm, James R.
Malm, Brian
Mann, Timothy P.
Mark, Edward K., Jr.
Martin, Jeffrey D.
Martin, Michael
Mayfield, Jason
McAfee, Paul C.
McFee, Stephen C.
McCanney & Associates, Inc.
McCloskey, Joshua
McConnell, Jeffrey R.
McGrath, Jared A.
J. Bard McLean, Inc. Profit Sharing Plan
McLean, J. Derek
Mcnett, William
McRee, Jane Branch
McShea, John P.
Medvest, LLC
Melchionni, Michael J.
Michelsen, Christopher B.
Miller, Thomas
Millhouse, Paul W.

Mills, William L.
Mitchell, David
Mitchell, Diane
Mitchell, Kathleen M.
401k Profit Sharing Plan and Trust of Orthopaedic Associates, P.A. FBO Michael D. Mitchell
Amarjit S. Momi Credit Shelter Trust
The 2010 Kamaldeep S. Momi Family Dynasty Trust DTD 9-14-2010
Montalbano, Paul J.
Moore, Ryan
Morrissey, Patrick W. and Maribeth D.
Mulgrew, John P.
Mulligan, Rob
Murphy, Andrew Brett
Murphy, John
Murray, Rhett
Nash, Jason
Neuro Spine Ventures LLC
NeuroMaxx Surgical, Inc.
Niemiec, Marcin
O'Brien, Michael
Ocean Spine LLC
Oliver, Mark D. and Cindy S. (as tenants by the entireties)
Oliver, Raymond L.
Olson, Terrance D. and Karen
O'Neill, Patrick S.
Orthopedic Surgeon, P.C. Profit Sharing Plan and Trust FBO Daniel W. Michael
Pandelidis, Lisa W.
Parker, Thomas
Parolie, James
Pastor, Jason M.
Patel, Nirali
Daniel Paul 2010 Grantor Retained Annuity Trust U/A 7/20/10
Paul, Daniel
Paul, Daniel S. and Preetha
Paul, David C.
Paul, David C. and Sonali (as joint tenants with the right of survivorship)
Paul, David C., as Trustee of the David C. Paul 2010 Grantor Retained Annuity Trust U/A 4/6/10
Pauwels, James T.
Payne, Steven
Peary, Jeffrey W.
Peppelman, Walter C., Jr.
Perkins, R. Keith
Pham, Khiem
Philip, Gladstone K.
Philip, Jayanthi
Philip, Jayanthi as custodian for Jachin Philip under the PA Uniform Transfers to Minors Act
Philip, Jayanthi as custodian for Jonan Philip under the PA Uniform Transfers to Minors Act
Philips, Matthew Frank
Pinkos, Jr., Edward A.
Pinnacle Orthopaedics and Sports Medicine Specialists, LLC
Poletti, Steve
Polito, Ray
Pontecorvo, Daniel A.
Powers Family Descendants Trust

Quick, Peter D.
Rao, Shairali
Reilley, Edward
Rendall, David S.
Rendall, Samuel J.
Reuben, Jeffrey M.
Reynolds, Charles B., Jr.
Rezaiamiri, L.L.C.
Rhinehart, Gregory L.
Rhoda, William S.
Richardson, Richard
Robbins, Paul V. and Julie
Morgan Keegan & Co. Custodian for Andrew T. Rock SEP-IRA 70417068-1
Roof, R. Phil, Jr.
Rotola, Steven L.
Rubenstein, David
Rushton, Scott A.
Rutz, Kevin D. and J. Nicole
Saget, Norma
Saint Francis Growth Fund
Sampath, Prakash
Saunders, Chad Weldon
Schaaphok, Carla
Schultz Ventures, LLC
Schwartz, Arnold M.
Sengupta, Dilip Kumar
Shah, Suken A.
Shain, Adam H.
Sharps, Lewis S. and Melanie
Shiels, Joshua L.
Sinha, Amit
Shirley, Erickson
Simpson, Selwyn and Ouida
Singh, Rupinder
Small, John M. and Michele K. (as tenants by the entireties)
Smith, David N.
Smith, Michael L.
Smith, Patrick
Spine Capital Partners, LLC
Spine Capital Partners II, LLC
Stauber, Sharon
Stein, Scott C.
Stovall, Don O., Jr.
Stovall, Jerry
Sullivan, Brian J.
Summers, Laurie
Sutcliffe, John
Sutton, Douglas C. and Cynthia Maurer Sutton
T-10 Investments
TD Ameritrade Clearing Inc. Custodian FBO Brian Kubler IRA
Tanguay, Brandon
Tanner, Michael R.
Tecce, Frederick A.
TECHNOMED HOLDINGS LLC

Thompson, Gregory Scott
Tice, Duane
Tillman, III, Trenton T.
Tomaras, Christopher R.
Tovey, Karen M.
Karen M. Tovey, Trustee of the Karen M. Tovey Grantor Retained Annity Trust dated November 19, 2007
Charles Schwab & Co. Inc. Custodian for Steven H. Tovey IRA-Rollover 89100044
Charles Schwab & Co. Inc. Custodian for Steven H. Tovey Simple IRA-88910987
Travis, Jason C.
Tremlett, Sue
Turek, Caroline A.
Turner, G. Todd
Turner, Tisha Sue
Turo, Leon
Tyndall, Dwight S.
Ullrich, Joseph T.
Undercuffler, Candace A.
Urban, W. Christopher
Urtz, Luke A.
Vaccaro, Alexander R.
Velazco, Antenor
Vessa, Paul P.
Vogler, Matthew J.
Volk, Todd K.
Vresilovic LLC
Wadsworth, John
Washburn, Richard
Weaner, Kimberly
Weller, Jonathan
Wendt, Jane R.
Whynot LLC
Wildermuth, Carol M.
Williams, Malcolm
Wilson, Thomas A.S., Jr.
Wise, Brian
Wolf, Steven B.
Worthington, Curtis, M.D.
Wotiz, Arthur C.
Wright, Lizbeth Branch
Wurtz, James
Zeidman, Seth
Zentko, Michal

AMENDED AND RESTATED STOCK SALE AGREEMENT

Exhibit 4.3

GLOBUS MEDICAL, INC.

FIRST AMENDMENT TO
AMENDED AND RESTATED STOCK SALE AGREEMENT

This First Amendment to Amended and Restated Stock Sale Agreement (this " ***Amendment***"), dated as of the 14th day of January 2009, is entered into by and among Globus Medical, Inc., a Delaware corporation (the " ***Company***"), the undersigned holders of shares of the Company's Series E Preferred Stock, and the undersigned holders of shares of the Company's Common Stock, all of whom are party to that certain Amended and Restated Stock Sale Agreement (the "***Stock Sale Agreement***") dated as of July 23, 2007, by and among the Company and certain of its stockholders. Capitalized terms used herein that are not otherwise defined herein shall have the meanings given them in the Stock Sale Agreement.

WHEREAS, the Company desires to authorize a new class of Common Stock designed "Class C Common Stock" and to establish the Globus Medical, Inc. 2008 Stock Plan and reserve 10,000,000 shares of Class C Common Stock for issuance thereunder; and

WHEREAS, in connection therewith, the undersigned desire to amend the Stock Sale Agreement to include the Class C Common Stock within the definition of "Common Stock" as such term is defined in the Stock Sale Agreement; and

WHEREAS, Section 5.4 of the Stock Sale Agreement provides that the Stock Sale Agreement may be amended only with the written consent of (i) the Company, (ii) persons holding, in the aggregate, shares of Investor Stock (as such term is defined in the Stock Sale Agreement) representing sixty percent (60%) of the voting power of all shares of Investor Stock then held by the Investors (as such term is defined in the Stock Sale Agreement) and their permitted assignees, and (iii) persons holding, in the aggregate, shares of Key Holder Stock (as such term is defined in the Stock Sale Agreement) representing a majority of the voting power of all shares of Key Holder Stock then held collectively by Key Holders (as such term is defined in the Stock Sale Agreement) and their respective permitted assignees, and the undersigned constitute the requisite signatories necessary to amend the Stock Sale Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby amend the Stock Sale Agreement and agree as follows:

1. Amendment of Stock Sale Agreement. The Stock Sale Agreement is hereby amended as follows:

1.1 Section 1.13 of the Stock Sale Agreement is hereby deleted in its entirety and amended and restated as follows:

"**1.13** ***"Common Stock"*** shall mean shares of the Company's Class A Common Stock, Class B Common Stock and Class C Common Stock."

1.2 Section 5.4 of the Stock Sale Agreement is hereby deleted in its entirety and amended and restated as follows:

"**5.4 Amendment and Waiver**. This Agreement may be amended or terminated and the observance of any term of this Agreement may be waived with respect to any party to this Agreement (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of (i) the Company, (ii) persons holding, in the aggregate, shares of Investor Stock representing sixty percent (60%) of the voting power of all shares of Investor Stock then held by the Investors and their permitted assignees, and (iii) persons holding, in the aggregate, shares of Key Holder Stock representing a majority of the voting power of all shares of Key Holder Stock then held collectively by Key Holders and their respective permitted assignees. Any amendment, termination or waiver effected in accordance with this Section 5.4 shall be binding on all parties hereto, even if they do not execute such consent; *provided, however*, that in the event an amendment, modification or waiver adversely affects the rights and/or obligations of any party under this Agreement in a manner materially different from the manner in which it affects the rights and/or obligations of the other parties, such amendment, modification or waiver shall be binding on such adversely affected party only with the written consent of such adversely affected party. No consent of any party hereto shall be necessary to include as a party to this Agreement (i) any transferee required to become a party pursuant to Section 3.1 hereof or (ii) any additional holder of the Company's Common Stock which the Company elects, or is required, to join as a party to this Agreement. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision. The Company shall give prompt written notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination or waiver."

2. Counterparts; Facsimile Signatures. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but which, when taken together, shall constitute by one instrument. One or more counterparts of this Amendment or any exhibit hereto may be delivered via facsimile, with the intention that they shall have the same effect as an original counterpart hereof.

3. Effect on Stock Sale Agreement. Except as specifically, provided herein, the Stock Sale Agreement shall remain in full force and effect. Except as specifically provided above, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Company, the Investors or the Key Holders under the Stock Sale Agreement.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws provisions thereof.

[Signature page follows.]

The foregoing First Amendment to Amended and Restated Stock Sale Agreement is hereby executed as of the date first above written.

COMPANY:

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
David C. Paul
Chief Executive Officer

The foregoing First Amendment to Amended and Restated Stock Sale Agreement is hereby executed as of the date first above written.

INVESTOR:

CLARUS LIFESCIENCES I, L.P.

By its General Partner, Clarus Ventures I GP, LP
By its General Partner, Clarus Ventures I, LLC

By: /s/ Robert W. Liptak
Robert W. Liptak
Managing Director

The foregoing First Amendment to Amended and Restated Stock Sale Agreement is hereby executed as of the date first above written.

INVESTOR:

GOLDMAN SACHS INVESTMENT PARTNERS MASTER FUND LP

BY: GOLDMAN SACHS INVESTMENT PARTNERS GP, LLC, ITS GENERAL PARTNER

By: /s/ Michelle Barone

Print Name: Michelle Barone

Title: Vice President

The foregoing First Amendment to Amended and Restated Stock Sale Agreement is hereby executed as of the date first above written.

INVESTOR:

GS DIRECT, L.L.C.

BY: /s/ Katherine B. Enquist
NAME: Katherine B. Enquist
TITLE: Managing Director

The foregoing First Amendment to Amended and Restated Stock Sale Agreement is hereby executed as of the date first above written.

INVESTORS:

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004, L.P.

By: Goldman Sachs PEP 2004 Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 OFFSHORE HOLDINGS, L.P.

By: Goldman Sachs PEP 2004 Offshore Holdings Advisors, Inc., General Partner

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 - DIRECT INVESTMENT FUND, L.P.

By: Goldman Sachs PEP 2004 Direct Investment Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 EMPLOYEE FUND, L.P.

By: Goldman Sachs PEP 2004 Employee Funds GP, L.L.C., General Partner

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

GS PRIVATE EQUITY PARTNERS 2002 – DIRECT INVESTMENT FUND, L.P.

By: GS PEP 2002 Direct Investment Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

MULTI-STRATEGY HOLDINGS, L.P.

By: Multi-Strategy Holdings Offshore Advisors, Inc., General Partner

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

The foregoing First Amendment to Amended and Restated Stock Sale Agreement is hereby executed as of the date first above written.

KEY HOLDERS:

/s/ David Paul
David Paul

David Demski
David Demski

/s/ David Davidar
David Davidar

/s/ Daniel Paul
Daniel Paul

/s/ Andy Iott
Andy Iott

/s/ William Rhoda
William Rhoda

Exhibit 4.4

GLOBUS MEDICAL, INC.

INVESTOR RIGHTS AGREEMENT

JULY 23, 2007

GLOBUS MEDICAL, INC.

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (the "Agreement") is entered into as of the 23rd day of July, 2007, by and among **GLOBUS MEDICAL, INC.**, a Delaware corporation (the "Company") and each of the persons and entities listed on **EXHIBIT A** hereto, referred to hereinafter as the "Investors" and each individually as an "Investor."

RECITALS

WHEREAS, certain of the Investors are purchasing shares of the Company's Series E Preferred Stock (the " Series E Stock"), pursuant to that certain Series E Stock Purchase Agreement (the "Purchase Agreement") of even date herewith (the "Financing");

WHEREAS, the obligations in the Purchase Agreement are conditioned upon the execution and delivery of this Agreement;

WHEREAS, certain of the Investors (the "Prior Investors") are holders of the Company's Class A Common Stock (the "Class A Common Stock") and of the Company's Class B Common Stock (the "Class B Common Stock" and together with the Class A Common Stock, the "Common Stock");

WHEREAS, in connection with the consummation of the Financing, the Company and the Investors have agreed to the registration rights, information rights, and other rights as set forth below.

NOW, THEREFORE, in consideration of these premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. GENERAL.

1.1 Definitions. As used in this Agreement the following terms shall have the following respective meanings:

(a) ***"Affiliated Party"*** means, with respect to a Holder or an Investor, as the case may be, any person or entity which, directly or indirectly, controls, is controlled by or is under common control with such Holder or Investor, as the case may be, including, without limitation, any general partner, member, officer or director of such Holder or Investor, as the case may be, and any venture capital fund now or hereafter existing which is controlled by one or more general partners of, or shares the same management company as, such Holder or Investor, as the case may be.

(b) ***"Demand Holder"*** means any person owning of record Demand Registrable Securities that have not been sold to the public.

(c) ***"Demand Registrable Securities"*** means (a) Common Stock of the Company issuable or issued upon conversion of the Shares, (b) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right, option or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, such above-described securities, and (c) any other shares of Common Stock of the Company acquired by a Series E

Investor (or any Affiliated Party of such Series E Investor) after the date hereof pursuant to exercise of such Series E Investor's rights under the Purchase Agreement or any Related Agreement (as defined in the Purchase Agreement). Notwithstanding the foregoing, Demand Registrable Securities shall not include any securities (i) sold by a person to the public either pursuant to a registration statement under the Securities Act or Rule 144 promulgated thereunder, (ii) sold in a private transaction in which the transferor's rights under Section 2 of this Agreement are not assigned, or (iii) held by a party who can sell all of its otherwise Registrable Securities immediately under Rule 144 under the Securities Act.

(d) ***"Exchange Act"*** means the Securities Exchange Act of 1934, as amended.

(e) ***"Form S-3"*** means such form under the Securities Act as in effect on the date hereof or any successor or similar registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(f) ***"Holder"*** means any person owning of record Registrable Securities. For purposes of this Agreement, the term Holders is inclusive of Demand Holders, and the provisions applicable only to Demand Holders shall so state.

(g) ***"Initial Offering"*** means the Company's first firm commitment underwritten public offering of its Common Stock registered under the Securities Act.

(h) ***"Register," "registered,"*** and ***"registration"*** refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

(i) ***"Registrable Securities"*** means (a) Common Stock of the Company issuable or issued upon conversion of the Shares, (b) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right, option or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, such above-described securities, and (c) any other shares of Common Stock of the Company acquired by an Investor (or any Affiliated Party of such Investor) after the date hereof pursuant to exercise of such an Investor's rights under any Related Agreement (as defined in the Purchase Agreement). Notwithstanding the foregoing, Registrable Securities shall not include any securities (i) sold by a person to the public either pursuant to a registration statement under the Securities Act or Rule 144, (ii) sold in a private transaction in which the transferor's rights under Section 2 of this Agreement are not assigned, or (iii) held by a party who can sell all of its otherwise Registrable Securities immediately under Rule 144 under the Securities Act. For purposes of this Agreement, the term Registrable Securities is inclusive of Demand Registrable Securities, and provisions applicable only to Demand Registrable Securities shall so state.

(j) ***"Registrable Securities then outstanding"*** shall be the number of shares of the Company's Common Stock that are Registrable Securities and either (a) are then issued and outstanding or (b) are issuable pursuant to then exercisable or convertible securities.

(k) ***"Registration Expenses"*** shall mean all expenses incurred by the Company in complying with Sections 2.2, 2.3 and 2.4 hereof, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, reasonable fees and disbursements, of a single special counsel for the Holders selected by a majority of the Holders participating in the offering described in Sections 2.2, 2.3 or 2.4, as the case may be, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

(l) ***"SEC"*** or ***"Commission"*** means the Securities and Exchange Commission.

(m) ***"Securities Act"*** shall mean the Securities Act of 1933, as amended.

(n) ***"Selling Expenses"*** shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale, and fees and disbursements of counsel for any Holder, except and to the extent that the fees and disbursements of one counsel to the Holders that are expressly included in the Registration Expenses.

(o) ***"Series E Investor"*** means those Investors purchasing shares of Series E Stock on the date hereof pursuant to the Purchase Agreement.

(p) ***"Shares"*** shall mean the Company's Series E Stock held from time to time by the Investors listed on **EXHIBIT A** hereto and their permitted assigns.

(q) ***"Special Registration Statement"*** shall mean (i) a registration statement relating to any employee benefit plan (including without limitation any stock option, stock purchase or other similar plan) or (ii) with respect to any corporate reorganization or transaction under Rule 145 of the Securities Act, or any registration statements related to the issuance or resale of securities issued in such a transaction, (iii) a registration related to stock issued upon conversion of debt securities, or (iv) a registration that does not include similar information that would be required to be included in a registration statement covering the sale of the Registrable Securities.

SECTION 2. REGISTRATION; RESTRICTIONS ON TRANSFER.

2.1 Restrictions on Transfer.

(a) Each Holder agrees not to make any disposition of all or any portion of the Shares or Registrable Securities unless and until:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) (A) The transferee has agreed in writing to be bound by the terms of this Agreement, (B) such Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a reasonably detailed statement of the circumstances surrounding the proposed disposition, and (C) if reasonably requested by the Company, such Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144, except in situations where the Company reasonably believes it to be necessary based upon advice of counsel. After its Initial Offering, the Company will not require the transferee pursuant to Rule 144 to be bound by the terms of this Agreement.

(b) Notwithstanding the provisions of subsection (a) above, no such restriction shall apply to a transfer, by a Holder that is (A) a partnership transferring to its partners, or former partners or

to any other partnership that is an Affiliated Party of such Holder or to partners or former partners of any such other partnership, (B) an entity transferring to a wholly-owned subsidiary or a parent entity that owns all of the capital stock of the Holder or to any other entity that is an Affiliated Party of such Holder, (C) a limited liability company transferring to its members, or former members or to any other limited liability company that is an Affiliated Party of such Holder or to members or former members of any such limited liability company, or (D) an individual transferring to the Holder's family member or trust for the benefit of such Holder and/or such Holder's family members; *provided that* in each case the transferee will agree in writing to be subject to the terms of this Agreement to the same extent as if he were an original Holder hereunder.

(c) Each certificate representing Shares or Registrable Securities shall be stamped or otherwise imprinted with legends substantially similar to the following (in addition to any legend required under applicable state securities laws):

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.
>
> THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN INVESTOR RIGHTS AGREEMENT BY AND BETWEEN THE STOCKHOLDER AND THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

(d) The Company shall be obligated to reissue promptly unlegended certificates at the request of any Holder thereof if the Company has completed its Initial Offering and the Holder shall have obtained an opinion of counsel (which counsel may be counsel to the Company) reasonably acceptable to the Company to the effect that the securities proposed to be disposed of may lawfully be so disposed of without registration, qualification or legend.

(e) Any legend endorsed on an instrument pursuant to applicable state securities laws and the stop-transfer instructions with respect to such securities shall be removed upon receipt by the Company of an order of the appropriate blue sky authority authorizing such removal.

2.2 Demand Registration.

(a) If at any time after the Company has consummated its Initial Offering, subject to the conditions of this Section 2.2, the Company receives a written request from Demand Holders of a majority of the Demand Registrable Securities then outstanding (the "Demand Initiating Holders") that the Company file a registration statement under the Securities Act covering the registration of at least thirty percent (30%) of the Demand Registrable Securities then outstanding, then the Company shall, within fifteen (15) days of the receipt thereof, give written notice of such request to all Demand Holders, and subject to the limitations of this Section 2.2, use its best efforts to effect, as expeditiously as

reasonably possible, the registration under the Securities Act of all Demand Registrable Securities that all Demand Holders request in writing to the Company within twenty (20) business days after delivery of such notice, to be registered.

(b) If the Demand Initiating Holders intend to distribute the Demand Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.2 and the Company shall include such information in the written notice referred to in Section 2.2(a). In such event, the right of any Demand Holder to include its Demand Registrable Securities in such registration shall be conditioned upon such Demand Holder's participation in such underwriting and the inclusion of such Demand Holder's Demand Registrable Securities in the underwriting to the extent provided herein. All Demand Holders proposing to distribute their securities through such underwriting shall enter into, and perform their respective obligations under, an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by a majority in interest of the Demand Initiating Holders (which underwriter or underwriters shall be reasonably acceptable to the Company); provided that such underwriting agreement shall not provide for indemnification or contribution obligations on the part of the Demand Holders materially greater than the obligations of the Holders pursuant to Section 2.9. If any Demand Holder who has requested inclusion of its Demand Registrable Securities in such registration as provided above disapproves of the terms of the underwriting, such person may elect, by written notice to the Company, to withdraw its Demand Registrable Securities from such Registration Statement and underwriting. Notwithstanding any other provision of this Section 2.2, if the underwriter advises the Company that marketing factors require a limitation of the number of securities to be underwritten (including Demand Registrable Securities) then the Company shall so advise all Demand Holders of Demand Registrable Securities which would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated to the Demand Holders of such Demand Registrable Securities on a *pro rata* basis based on the number of Demand Registrable Securities held by all such Demand Holders (including the Demand Initiating Holders). Any Demand Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(c) The Company shall not be required to effect a registration pursuant to this Section 2.2:

(i) after the Company has effected two (2) registrations pursuant to this Section 2.2, and such registrations have been declared or ordered effective; *provided, however*, that a registration statement shall not be counted if, as a result of an exercise of the underwriter's cut-back provisions, less than 60% of the total number of Demand Registrable Securities that Demand Holders have requested to be included in such registration statement are so included;

(ii) if the Company shall furnish to Demand Holders requesting a registration statement pursuant to this Section 2.2, a certificate signed by the Chairman of the Board of Directors or Chief Executive Officer stating that in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its stockholders for such registration statement to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than sixty (60) days after receipt of the request of the Initiating Holders; *provided* that such right to delay a request shall be exercised by the Company not more than once in any twelve-month period;

(iii) if the Demand Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Section 2.4 hereof; or

(iv) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is one hundred eighty (180) days after the effective date of, a Company-initiated registration.

2.3 Piggyback Registrations. The Company shall notify all Holders of Registrable Securities in writing at least fifteen (15) business days prior to the filing of any registration statement under the Securities Act for purposes of a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding Special Registration Statements) and will afford each such Holder an opportunity to include in such registration statement all or part of such Registrable Securities held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by it shall, within nine (9) business days after the above-described notice from the Company, so notify the Company in writing. Such notice shall state the intended method of disposition of the Registrable Securities by such Holder. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) Underwriting. If the registration statement under which the Company gives notice under this Section 2.3 is for an underwritten offering, the Company shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder to include Registrable Securities in a registration pursuant to this Section 2.3 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into, and perform their respective obligations under, an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company; provided that such underwriting agreement shall not provide for indemnification or contribution obligations on the part of the Holders materially greater than the obligations of the Holders pursuant to Section 2.9. The Company agrees that, if an Investor could reasonably be deemed to be an "underwriter," as defined in Section 2(a)(11) of the Securities Act or any other applicable securities law, in connection with any registration of the Company's securities held by such Investor (any registration statement or amendment or supplement thereof through which such registration is effected, an "Investor Underwriter Registration Statement"), then the Company will cooperate with such Investor in allowing such Investor to conduct customary "underwriter's due diligence" with respect to the Company and to satisfy its obligations in respect thereof. In addition, at such Investor's request, the Company will furnish to such Investor, on the date of the effectiveness of any Investor Underwriter Registration Statement and thereafter from time to time on such dates as such Investor may reasonably request (i) a letter, dated such date, from the Company's independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to such Investor, and (ii) an opinion, dated as of such date, of counsel representing the Company for purposes of such Investor Underwriter Registration Statement, in form, scope and substance as is customarily given in an underwritten public offering, including a standard "10b-5" (or equivalent) opinion for such offering, addressed to such Investor. The Company will also permit legal counsel to such Investor to review and comment upon any such Investor Underwriter Registration Statement at least five (5) business days prior to its filing with the National Banking and Securities Commission, the Securities and Exchange Commission or any other regulatory body (each, a "Securities Regulator") and all amendments and supplements to any such Investor Underwriter Registration Statement within a reasonable number of days prior to their filing with any Securities Regulator and not file any Investor Underwriter Registration Statement or amendment or supplement thereto in a form to which such Investor's legal counsel

reasonably objects. Notwithstanding any other provision of this Agreement, if the underwriter determines in good faith that marketing factors require a limitation of the number of shares to be underwritten, the number of shares that may be included in the underwriting shall be allocated, first, to the Company; second, to the Holders on a pro rata basis based on the total number of Registrable Securities held by the Holders; and third, to any stockholder of the Company (other than a Holder) on a pro rata basis; provided, however, that with respect to a registration effected pursuant to Section 2.2 hereof, no Registrable Securities requested to be included in the registration and underwriting by any person other than Demand Holders shall be included in such registration and underwriting unless and until all Registrable Securities held by Demand Holders and requested to be so registered pursuant to Section 2.2 hereof, have been included in such registration; and provided, further, that no such reduction shall (i) reduce the securities being offered by the Company for its own account to be included in the registration and underwriting, or (ii) reduce the amount of securities of the selling Holders included in the registration below thirty percent (30%) of the total amount of securities included in such registration, unless such offering is the Initial Offering and such registration does not include shares of any other selling stockholders, in which event any or all of the Registrable Securities of the Holders may be excluded in accordance with the immediately preceding clause. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter, delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration. For any Holder which is a partnership, limited liability company or corporation, the partners, retired partners, members, retired members, Affiliated Parties and stockholders of such Holder, or the estates and family members of any such partners, members, retired members and retired partners and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "Holder," and any pro rata reduction with respect to such "Holder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "Holder," as defined in this sentence.

(b) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.3 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration. The Registration Expenses of such withdrawn registration shall be borne by the Company in accordance with Section 2.5 hereof.

2.4 Form S-3 Registration. In case the Company shall receive from any Holder or Holders of Registrable Securities a written request or requests that the Company effect a registration on Form S-3 (or any successor to Form S-3) or any similar short-form registration statement and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders (the " Initiating Holders"), the Company will:

(a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders of Registrable Securities; and

(b) as soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Initiating Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within twenty (20) business days after receipt of such written notice from the Company; *provided, however*, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 2.4:

(i) if Form S-3 (or any successor to Form S-3) is not available for such offering by the Holders;

(ii) the Holders propose to sell Registrable Securities at an aggregate price to the public of less than $5,000,000; or

(iii) if the Company shall furnish to the Holders a certificate signed by the Chairman of the Board of Directors of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its stockholders for such Form S-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 registration statement for a period of not more than ninety (90) days after receipt of the request of the Holder or Holders under this Section 2.4.

(c) If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.4 and the Company shall include such information in the written notice referred to in Section 2.4(a). In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into, and perform their respective obligations under, an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by a majority in interest of the Initiating Holders (which underwriter or underwriters shall be reasonably acceptable to the Company); *provided* that such underwriting agreement shall not provide for indemnification or contribution obligations on the part of the Holders materially greater than the obligations of the Holders pursuant to Section 2.9. If any Holder who has requested inclusion of its Registrable Securities in such registration as provided above disapproves of the terms of the underwriting, such person may elect, by written notice to the Company and the underwriter, delivered at least ten (10) business days prior to the effective date of the registration statement, to withdraw its Registrable Securities from such Registration Statement and underwriting. Notwithstanding any other provision of this Section 2.4, if the underwriter advises the Company that marketing factors require a limitation of the number of securities to be underwritten (including Registrable Securities) then the Company shall so advise all Holders of Registrable Securities which would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated to the Holders of such Registrable Securities on a pro rata basis based on the number of Registrable Securities held by all such Holders (including the Initiating Holders). Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(d) Subject to the foregoing, the Company shall file a Form S-3 registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the requests of the Holders. Registrations effected pursuant to this Section 2.4 shall not be counted as demands for registration pursuant to Section 2.2.

2.5 Expenses of Registration. Except as specifically provided herein, all Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to Section 2.2 or any registration under Section 2.3 or Section 2.4 herein shall be borne by the Company. All Selling Expenses incurred in connection with any registrations hereunder, shall be borne by the holders of the securities so registered *pro rata* on the basis of the number of shares so registered. The Company shall not, however, be required to pay for expenses of any registration proceeding begun pursuant to Section 2.2, the request of which has been subsequently withdrawn by the Demand Initiating Holders or

the Initiating Holders, as the case may be, unless (a) the withdrawal is based upon material adverse information concerning the Company of which the Demand Initiating Holders or the Initiating Holders were not aware at the time of such request or (b) the Demand Holders of a majority of Demand Registrable Securities agree to forfeit their right to one requested registration pursuant to Section 2.2, as applicable, in which event such right shall be forfeited by all Holders or Demand Holders, as applicable. If the Demand Holders are required to pay the Registration Expenses, such expenses shall be borne by the holders of securities (including Demand Registrable Securities) requesting such registration in proportion to the number of shares for which registration was requested. If the Company is required to pay the Registration Expenses of a withdrawn offering pursuant to clause (a) above, then the Demand Holders shall not forfeit their rights pursuant to Section 2.2 or Section 2.4 to a registration.

2.6 Obligations of the Company. Whenever required to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use all reasonable efforts to cause such registration statement to become effective, and keep such registration statement effective for one hundred and eighty (180) days (or one year in the case of a registration on Form S-3 (or any successor to Form S-3) pursuant to Section 2.4) or, if earlier, until the Holder or Holders have completed the distribution related thereto; provided, however, that at any time, upon written notice to the participating Holders and for a period not to exceed ninety (90) days thereafter (the "Suspension Period"), the Company may delay the filing or effectiveness of any registration statement or suspend the use or effectiveness of any registration statement (and the participating Holders hereby agree not to offer or sell any Registrable Securities pursuant to such registration statement during the Suspension Period) if the Company reasonably believes that the Company may, in the absence of such delay or suspension hereunder, be required under state or federal securities laws to disclose any corporate development the disclosure of which could reasonably be expected to have a material adverse effect upon the Company. In the event that the Company shall exercise its right to delay or suspend the filing or effectiveness of a registration hereunder, the applicable time period during which the registration statement is to remain effective shall be extended by a period of time equal to the duration of the Suspension Period. The Company may extend the Suspension Period for an additional consecutive sixty (60) days with the consent of the holders of a majority of the Registrable Securities registered under the applicable registration statement. If so directed by the Company, all Holders registering shares under such registration statement shall use all reasonable efforts to deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holders' possession, of the prospectus relating to such Registrable Securities current at the time of receipt of such notice. Any registration statement prepared pursuant hereto (and each amendment or supplement thereto) shall be made available to the Holders and/or their counsel.

(b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above.

(c) Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them.

(d) Use all reasonable efforts to register and qualify the securities and, if applicable, the re-sale by the Holders of the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(e) Cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed.

(f) Provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement.

(g) Make available for inspection by the Holders, any managing underwriter participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the Holders, such Company records, documents and properties as are reasonably necessary to, and requested by, any such Holder, underwriter, attorney, accountant or agent in connection with such registration statement.

(h) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an underwriting agreement.

(i) Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. The Company will use all reasonable efforts, subject to Section 2.6(a), to promptly amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(j) Use all reasonable efforts to furnish, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and (ii) a letter, dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering addressed to the underwriters.

2.7 Termination of Registration Rights. All registration rights granted under this Section 2 shall terminate and be of no further force and effect at the earlier of (i) the date seven (7) years after the Company's Initial Offering, or (ii) the first date after an Initial Offering on which such Holder (together with such Holder's affiliates) is able to dispose of all of its Registrable Securities without restriction pursuant to SEC Rule 144(k), or (iii) the closing of an Acquisition or Asset Transfer, as defined in the Company's Certificate of Incorporation then in effect.

2.8 Delay of Registration; Furnishing Information.

(a) No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

(b) It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 2.2, 2.3 or 2.4 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to effect the registration of their Registrable Securities.

2.9 Indemnification. In the event any Registrable Securities are included in a registration statement under Sections 2.2, 2.3 or 2.4:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, the partners, members, officers and directors of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively, a " Company Violation") by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement or incorporated by reference therein, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, or (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; and the Company will reimburse each such Holder, partner, member, officer, director, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided however*, that the indemnity agreement contained in this Section 2.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Company Violation that (x) occurs in reliance upon and in conformity with written information furnished to the Company expressly for use in connection with such registration by such Holder, partner, member, officer, director, underwriter or controlling person of such Holder, or (y) is corrected in the form of prospectus included in the registration statement at the time it becomes effective, or any amendment or supplement thereto filed with the SEC pursuant to Rule 4249b) under the Securities Act (the "Final Prospectus"), and such party received a copy of the Final Prospectus and failed to deliver it to its transferee, but only to the extent that such delivery would have avoided or lessened such loss, claim, damage, liability or action.

(b) To the extent permitted by law, each Holder severally and not jointly will, if Registrable Securities held by such Holder are included in the securities as to which such registration qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, members, directors or officers or any person who controls such Holder, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, controlling person, underwriter or other such Holder, or partner, member, director, officer or controlling person of such other Holder may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any of the following statements: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement or incorporated by reference therein, including any preliminary prospectus or final prospectus contained

therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, (iii) any violation or alleged violation by the Company of the Securities Act (collectively, a " Holder Violation"), in each case to the extent (and only to the extent) that such Holder Violation occurs in reliance upon and in conformity with written information furnished by such Holder under an instrument duly executed by such Holder and stated to be specifically for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Holder, or partner, member, officer, director or controlling person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Holder Violation, or (iv) a failure described in Section 2.9(a)(y) above; *provided, however,* that the indemnity agreement contained in this Section 2.9(b) shall not apply (i) to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder; or (ii) if the alleged untrue statement was corrected and disclosed to the Company prior to the filing of the Final Prospectus; *provided further*, that in no event shall any indemnity under this Section 2.9 exceed the net proceeds from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however,* that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The indemnifying party shall also be responsible for the expenses of such defense if the indemnifying party does not elect to assume such defense. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.9, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.9.

(d) If the indemnification provided for in this Section 2.9 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Company Violation(s) or Holder Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided*, that in no event shall any contribution by a Holder hereunder exceed the net proceeds from the offering received by such Holder.

(e) The obligations of the Company and Holders under this Section 2.9 shall survive completion of any offering of Registrable Securities in a registration statement and the termination of this Agreement. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

2.10 Assignment of Registration Rights . The rights to cause the Company to register Registrable Securities pursuant to this Section 2 may be assigned by a Holder to a transferee or assignee of Registrable Securities (for so long as such shares remain Registrable Securities) that (a) is a subsidiary, parent, general partner, limited partner, retired partner, member or retired member, of such Holder, (b) is a Holder's family member or trust for the benefit of an individual Holder and/or such Holder's family members, (c) acquires at least five hundred thousand (500,000) shares of Registrable Securities (as adjusted for stock splits and combinations) from one or more Holders or a lesser number representing all of the shares of Registrable Securities held by the transferring Holder, or (d) is an Affiliated Party of such Holder or a partner or former partner of such Affiliated Entity that is or was a partnership or a member or former member of such Affiliated Entity that is or was a limited liability company; *provided, however*, (i) the transferor shall, within ten (10) days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned and (ii) such transferee shall, as a condition to the effectiveness of such transfer, agree to be subject to all restrictions set forth in this Agreement.

2.11 "Market Stand-Off" Agreement. Each Holder hereby agrees that such Holder shall not sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock (or other securities) of the Company held by such Holder (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act; *provided* that:

(a) such agreement shall apply only to the Company's Initial Offering;

(b) all officers and directors of the Company enter into similar agreements; and

(c) all holders of one percent (1%) or more of the outstanding capital stock enter into similar agreements.

The Company agrees to use all reasonable efforts to ensure that the "lock-up" obligation of the Holders under this Section 2.12, and any agreement entered into by the Holders as a result of their obligations under this Section 2.12, shall provide that all Holders will participate on a pro-rata basis in any early release of portions of the securities of any stockholder subject to such "lock-up" obligations.

The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period.

Notwithstanding anything to the contrary in this Agreement, none of the provisions of this Agreement shall in any way limit Goldman, Sachs & Co. (or any Affiliated Party) from engaging in any brokerage, investment advisory, financial advisory, anti-raid advisory, principaling, merger advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities conducted in the ordinary course of their business.

2.12 Agreement to Furnish Information. If requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, each Holder shall provide, within ten (10) days of such request, such information about the Holder as may be required by the SEC or national exchange in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act; *provided*, such information shall only be used by the Company for such purpose. Each Holder agrees that any transferee of any shares of Registrable Securities shall be bound by Sections 2.11 and 2.12. The underwriters of the Company's stock are intended third party beneficiaries of Section 2.11 and 2.12 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The obligations described in this Section 2.12 and Section 2.11 shall not apply to a Special Registration Statement.

2.13 Rule 144 Reporting. With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use its best efforts to:

(a) Make and keep public information available, as those terms are understood and defined in SEC Rule 144 or any similar or analogous rule promulgated under the Securities Act, at all times after the earlier of (i) the effective date of the first registration filed by the Company for an offering of its securities to the general public, (ii) the registration by the Company of a class of securities under Section 12 of the Exchange Act, or (iii) the issuance by the Company of an offering circular pursuant to Regulation A under the Securities Act;

(b) File with the SEC, in a timely manner, all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) So long as a Holder owns any Registrable Securities, furnish to such Holder forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of said Rule 144 of the Securities Act, and of the Exchange Act (at any time after it has become subject to such reporting requirements); a copy of the most recent annual or quarterly report of the Company filed with the SEC; and such other reports and documents as a Holder may reasonably request in connection with availing itself of any rule or regulation of the SEC allowing it to sell any such securities without registration.

2.14 Limitations on Subsequent Registration Rights . The Company shall not enter into any agreement (other than this Agreement or any amendment to this Agreement) with any holder or prospective holder of any securities of the Company that would grant such holder or prospective holder rights to demand the registration of shares of the Company's capital stock, or to include such shares in any registration statement, that would reduce the number of shares includable therein by the Holders, other than a Special Registration Statement.

SECTION 3. COVENANTS OF THE COMPANY.

3.1 Basic Financial Information and Reporting.

(a) The Company will maintain true and correct books and records of account pursuant to a system of accounting established and administered in accordance with generally accepted accounting principles consistently applied, and will set aside on its books all such proper accruals and reserves as shall be required under generally accepted accounting principles consistently applied.

(b) The Company will furnish each Investor, as soon as practicable after the end of each fiscal year of the Company, and in any event within one hundred twenty (120) days thereafter, an audited consolidated balance sheet of the Company, as at the end of such fiscal year, and an audited consolidated statement of income and a statement of cash flows of the Company, for such year, all prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein). Such financial statements shall be accompanied by a report and opinion thereon by nationally recognized independent public accountants selected by the Company's Board of Directors.

(c) So long as an Investor (together with its Affiliated Parties) shall own not less than two million three hundred thousand (2,300,000) shares of Registrable Securities (as adjusted for stock splits and combinations) (a " Major Investor"), the Company will furnish such Major Investor: (i) at least thirty (30) days prior to the beginning of each fiscal year a board approved comprehensive annual budget and operating plans for such fiscal year (and as soon as available, any subsequent written revisions thereto), which shall include a forecast of the Company's revenues, expenses and cash positions on a month to month basis for the upcoming year; (ii) as soon as practicable after the end of each fiscal quarter, and in any event within forty-five (45) days thereafter, a consolidated balance sheet of the Company as of the end of each such quarter, and a consolidated statement of income and a statement of cash flows of the Company for such quarter and for the current fiscal year to date, prepared in accordance with generally accepted accounting principles consistently applied (except as noted thereon), with the exception that no notes need be attached to such statements and year-end audit adjustments may not have been made and certified by the chief financial officer of the Company; (iii) as soon as practicable at the end of each quarter a capitalization table certified by the chief financial officer of the Company detailing the capital stock ownership structure of the Company including the shares reserved and convertible securities outstanding under the Company's Amended and Restated 2003 Stock Plan and (iv) such other information as determined by the Board of Directors.

3.2 Inspection Rights. Each Major Investor shall have the right to visit and inspect any of the properties of the Company or any of its subsidiaries, and to discuss the affairs, finances and accounts of the Company or any of its subsidiaries with its officers, and to review such information as is reasonably requested all at such reasonable times and as often as may be reasonably requested; *provided, however,* that the Company shall not be obligated under this Section 3.2 to provide such information to a Major Investor (a) to the extent the Company's Board of Directors determines in good faith that withholding such information is necessary to preserve the attorney-client privilege, (b) to the extent such information comprises or includes trade secrets, or (d) who is or may be deemed by the Company's Board of Directors, in good faith, to be a competitor of the Company. The costs and expenses of any such visit and inspection incurred by the Major Investor shall be borne by such Major Investor.

3.3 Confidentiality of Records.

(a) Each Investor agrees not to use Confidential Information (as hereinafter defined) of the Company for its own use or for any purpose except to evaluate and enforce its equity investment in the Company. Except as permitted under subsection (b) below, each Investor agrees not to use or disclose to any third party such Confidential Information. Each Investor shall undertake to treat such Confidential Information in a manner consistent with the treatment of its own information of such proprietary nature and agrees that it shall protect the confidentiality of and use all reasonable efforts to prevent disclosure of the Confidential Information to prevent it from falling into the public domain or the possession of unauthorized persons. Each transferee of any Investor who receives Confidential Information shall agree to be bound by such provisions. For purposes of this Section, " Confidential Information" means any information, trade secrets, data, or know-how, including, but not limited to, the Company's patent applications, test or clinical data, licenses, research, products, services, development, inventions, consultants' or advisors' identities, samples, processes, designs, engineering, marketing, finances, or business partners disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of samples.

(b) Confidential Information does not include information, technical data or know-how which (i) is in the Investor's possession at the time of disclosure as shown by Investor's files and records immediately prior to the time of disclosure; (ii) before or after it has been disclosed to the Investor, it is part of the public knowledge or literature, not as a result of any action or inaction of the Investor; (iii) is approved for release by written authorization of Company; or (iv) is rightfully disclosed to Investor by a third party without restriction. The provisions of this Section 3.3 shall not apply (a) to the extent that an Investor is required to disclose Confidential Information pursuant to any law, statute, rule or regulation or any order of any court or jurisdiction process or pursuant to any direction, request or requirement (whether or not having the force of law but if not having the force of law being of a type with which institutional investors in the relevant jurisdiction are accustomed to comply) of any self-regulating organization or any governmental, fiscal, monetary or other authority; (b) to the disclosure of Confidential Information to an Investor's employees, partners, members, stockholders, counsel, accountants, direct and indirect equity holders or other advisors ("Investor Advisors"), provided that such Investor Advisors are bound by confidentiality provisions similar to provisions set forth herein; (c) to the extent that an Investor needs to disclose Confidential Information for the protection of any of such Investor's rights or interest against the Company, whether under this Agreement or otherwise; (d) to the disclosure of the nature of an Investor's investment in the Company and the performance of such investment; or (e) to the disclosure of Confidential Information to a prospective transferee of securities which agrees to be bound by the provisions of this Section in connection with the receipt of such Confidential Information.

3.4 Meetings of the Board of Directors. Unless unanimously agreed by the Board of Directors, the Board of Directors shall meet at least once in every fiscal quarter.

3.5 Board Committees.

(a) Compensation Committee. The Company shall use best efforts to cause the Board of Directors to maintain a Compensation Committee of the Board of Directors (the "Compensation Committee"), which shall be composed of not more than three (3) members of the Board of Directors. At least one of the members of the Compensation Committee shall be a director designated by the Series E Stock (the " Series E Director") pursuant to the Voting Agreement, by and between the Company and certain stockholders of the Company, of even date herewith (the " Voting Agreement").

(b) Audit Committee. The Company shall use best efforts to cause the Board of Directors to maintain an Audit Committee of the Board of Directors (the "Audit Committee"), which shall be composed of no more than three (3) directors, at least one of whom shall be a Series E Director.

3.6 Reservation of Common Stock. The Company will at all times reserve and keep available, solely for issuance and delivery upon the conversion of the Series E Stock, all Common Stock issuable from time to time upon such conversion.

3.7 Stock Vesting. Unless otherwise approved by the members of the Board of Directors appointed by the Series E Preferred Stock (or, at any time during which the Board of Directors has established a Compensation Committee, the member of the Board of Directors appointed by the Series E Preferred Stock on such committee, if any), all stock options and other stock equivalents issued after the date of this Agreement to founders, management or directors shall be subject to vesting as follows: (a) twenty-five percent (25%) of such stock shall vest at the end of the first year following the earlier of (i) the grant date of such option or other stock equivalent, or (ii) such person's services commencement date with the Company, and (b) the remaining seventy-five percent (75%) of such stock shall vest pro rata monthly over the remaining three (3) years.

3.8 Voting Agreement and Right of First Refusal and Amended and Restated Stock Sale Agreement. Unless the Board of Directors determines otherwise (including the consent of one of the Series E Directors) in a particular instance, the Company shall require that each person or entity who acquires shares of capital stock of the Company after the date hereof (other than pursuant to the exercise of a stock option or other convertible security outstanding on the date hereof) in an issuance approved by the Board of Directors or a committee thereof, shall as a condition to receiving any such shares of capital stock, become a party to the Voting Agreement by executing a counterpart signature page thereto or other instrument by which such person or entity agrees to be bound by and comply with the provisions of such Voting Agreement and Amended and Restated Stock Sale Agreement.

3.9 Insurance. The Company shall use its best efforts to obtain, within one hundred eighty (180) days of the date hereof, from financially sound and reputable insurers (i) Directors and Officers Errors and Omissions insurance and (ii) term "key-person" insurance on the Key Employees (as defined below) each in an amount satisfactory to the Board of Directors, and will use best efforts to cause such insurance policies to be maintained until such time as the Board of Directors determines that such insurance should be discontinued. The key-person policy shall name the Company as loss payee, and neither policy shall be cancelable by the Company without prior approval of the Board of Directors, including the Series E Directors.

3.10 No Competition and Non-Disclosure Agreement. The Company shall require all employees and consultants to execute and deliver the Company's standard No Competition and Non-Disclosure Agreement, or similar agreement to protect the confidentiality of the Company's confidential information and to require the employee to assign to the Company his/her rights to any inventions made by him/her as an employee of the Company, and shall not, without the approval of a majority of the disinterested members of the Board of Directors, amend or waive any material rights under any such agreement.

3.11 Executive Employment Agreements and Assignment Agreements. The Company shall require all of its Founders and Key Employees to execute and deliver an Executive Employment Agreement and an Assignment Agreement in forms reasonably acceptable to the Board of Directors. For purposes of this Section 3.11 Founders and Key Employees shall initially mean David C. Paul, David Davidar, Dave Demski, Richard Kienzle, K. Baker, Daniel S. Paul, Michael L. Boyer, Andrew Lee, Andrew Iott, and William Rhoda.

3.12 Assignment of Right of First Refusal. In the event the Company elects not to exercise any right of first refusal or right of first offer the Company may have on a proposed transfer of 1% or more of the Company's outstanding capital stock pursuant to the Company's charter documents, by contract or otherwise (other than the Amended and Restated Stock Sale Agreement entered into pursuant to the Purchase Agreement), the Company shall, to the extent it may do so, assign such right of first refusal or right of first offer to each Major Investor. In the event of such assignment, each Major Investor shall have a right to purchase its *pro rata* portion of the capital stock proposed to be transferred pursuant to the terms of the document granting such right of first refusal. Each Major Investor's pro rata portion shall be equal to the product obtained by multiplying (i) the aggregate number of shares proposed to be transferred by (ii) a fraction, the numerator of which is the number of shares of Registrable Securities held by such Major Investor at the time of the proposed transfer and the denominator of which is the total number of Registrable Securities owned by all Major Investors at the time of such proposed transfer.

3.13 Reimbursement. The Company will reimburse those members of the Board of Directors who are not officers of the Company for all reasonable out-of-pocket expenses incurred by such members in connection with travel to and attendance of meetings of the Company's Board of Directors and any committees thereof.

3.14 Form D. The Company shall timely file with the SEC a properly completed and executed Notice of Sale of Securities pursuant to Regulation D on Form D (including any required amendments thereto) under Rule 506 promulgated under the Securities Act in connection with the transactions contemplated by the Purchase Agreement.

3.15 Authorized Stock. The Company shall at all times have authorized and reserved for issuance a sufficient number of shares of Common Stock to provide for the issuance of the Common Stock issuable or issued upon conversion of the Shares.

3.16 Board Approval. The prior approval of a majority of the members of the Board of Directors shall be required to be obtained by the Company for any action that results in:

(a) the incurrence by the Company of any indebtedness in excess of $2 million;

(b) the consummation of any transaction (other than compensation and advancement or reimbursement of expenses or other similar transactions in compliance with Company policies) with any of the Company's officers, directors, shareholders, employees or affiliates, or any family member or affiliate of any of the foregoing; *provided* that a majority of the disinterested directors (if any) shall also be required for approval of such transaction;

(c) any agreement or action that results in an Asset Transfer or Acquisition ((as defined in the Company's Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation")) of the Company;

(d) the adoption of the annual budget and operating plan of the Company;

(e) the change of the Company's auditors; and

(f) any agreement that results in the offering of shares of the Company on a public market or exchange.

3.17 Use of Proceeds. The Company agrees that all proceeds from the sale of Shares pursuant to this Agreement shall be used in the following manner: (i) up to $50 million for the repurchase of shares from existing investors; provided that no stockholder shall have more than ten percent (10%) of such stockholders shares repurchased without the consent of at least sixty percent (60%) of the Series E Stock and (ii) the remaining proceeds to support the commercialization of launched products and pre-clinical and clinical development of products under development and general corporate purposes and, that no more than $30 million of such proceeds will be used for repayment of indebtedness for borrowed money of the Company outstanding on the date hereof.

3.18 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other entity and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect immediately before such transaction, whether such obligations are contained in the Company's Bylaws, its Certificate of Incorporation, or elsewhere, as the case may be.

3.19 Adjustment to Series Preferred Conversion Rate. If the Series Preferred Conversion Rate (as defined in the Certificate of Incorporation) adjusts pursuant to Article IV Section 5 of the Certificate of Incorporation, the Company agrees that, to the extent permitted by law, it shall treat any such adjustment as a purchase price adjustment under Treasury Regulation 1.305-1(c).

3.20 Termination of Covenants. All covenants of the Company contained in Section 3 of this Agreement (other than the provisions of Section 3.3) shall expire and terminate as to each Investor upon the earlier of the closing of a Qualified Public Offering, Reverse Merger, Acquisition or Asset Transfer (as such terms are defined in the Certificate of Incorporation).

3.21 Redemption of Common Stock. Within ten (10) business days of the date hereof, the Company shall distribute to all of the holders of Common Stock an information statement in the form previously delivered to the Purchasers offering such holders the redemption of up to ten percent (10%) of their aggregate shares at a price not greater than $2.17 per share (less applicable bankers fees) (the "Redemption"). The Redemption of the Common Stock shall be completed on or before the 60th day following the date such information statement is distributed, or such later date as agreed to by Clarus Lifesciences I, LP.

3.22 Real Property Holding Company. If the Company becomes "United States real property holding corporation" as defined in Section 897(c)(2) of the Code and the Treasury Regulations thereunder, the Company shall promptly notify each Investor and will use reasonable efforts to assist each Investor with the compliance and reporting obligations such Purchaser may have upon the sale of its securities in order to avoid withholding taxes under Section 1445 of the Code.

3.23 Debt Covenant. For so long as at least 10,150,000 shares of Series E Stock (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Series E Stock after the date hereof) remain outstanding, in addition to any other vote or consent required in the Amended and Restated Certificate of Incorporation of the Company or by law, the vote or written consent of the holders of at least sixty percent (60%) of the outstanding Series E Stock shall be necessary for effecting or validating any authorization or creation by the Company or any of its subsidiaries of any debt security or the incurrence by the Company or any of its subsidiaries of any indebtedness or guarantees if such authorization, creation, incurrence or guarantee would result in the aggregate indebtedness and guarantees (considered collectively) of the Company and its subsidiaries (taken as a whole) exceeding the greater of (a) $50,000,000, and (b) two and one half (2.5) times the Company's trailing twelve (12) month EBITDA (earnings before interest, taxes, depreciation and amortization) immediately preceding such authorization, creation, incurrence or guarantee by the Company or such subsidiary.

3.24 HSR Filings. The Company covenants to use all reasonable efforts to assist any Investor with any obligations it may have pursuant to compliance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976) ("HSR Act"), including (a) assisting Investors with any filings, notices or consents required to be made, given or obtained, on a timely basis; and (b) preparing and making available such documents and taking such other actions as the Investor may reasonably request in good faith, in connection with any filing, notice or consent that the Investor is required or elects to make, give or obtain, in connection with compliance with the HSR Act.

3.25 The Company will not, and will cause its subsidiaries not to, engage in any activities which are prohibited under 42 U.S.C. §§ 1320-7a or 7b or 42 U.S.C. §1395nn (subject to the exceptions set forth in such legislation), or the regulations promulgated thereunder or pursuant to similar state or

local statutes or regulations, or which are prohibited by rules of professional conduct, including but not limited to the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made a false statement or representation of a material fact for use in determining rights to any benefit or payment; (iii) failure to disclose knowledge by a Medicare or Medicaid claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the claimant's behalf or on behalf of another, with intent to secure fraudulently such benefit or payment; (iv) knowingly and willfully offering, paying, soliciting or receiving any remuneration (including any kickback, bribe or rebate), directly or indirectly, in cash or in kind (A) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or (B) in return for purchasing, leasing, or ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid; and (v) providing designated health services (as defined in 42 U.S.C. §1395nn) to a patient upon a referral by a physician with whom the Company has a financial relationship or an immediate family member of such physician (or from an entity or person with which any such person has a financial relationship) and to which no exception under 42 U.S.C. §1395nn applies. The Company will at all times comply with the requirements of all applicable state and Federal laws which prohibit physicians who have an ownership, investment or beneficial interest in certain entities from referring or arranging for any item or service of Company for use by or in connection with the health care goods or services provided to a patient. Furthermore, the Company will file all reports required to be filed by applicable state and Federal laws and regulations regarding compensation arrangements and financial relationships between a physician and an entity to which the physician refers patients for goods or services..

SECTION 4. RIGHTS OF FIRST REFUSAL.

4.1 Subsequent Offerings. Subject to applicable securities laws, each Major Investor shall have a right of first refusal to purchase up to its *pro rata* share of all Equity Securities, as defined below, that the Company may, from time to time, propose to sell, issue or exchange after the date of this Agreement, other than the Equity Securities excluded by Section 4.6 hereof. Each Major Investor's *pro rata* share is equal to the ratio of (a) the number of shares of the Company's Common Stock (including all shares of Common Stock issuable or issued upon conversion of the Shares) which such Major Investor is deemed to hold immediately prior to the issuance of such Equity Securities to (b) the total number of shares of the Company's then outstanding Common Stock (including all shares of Common Stock issued or issuable upon conversion of the Shares or upon the exercise of any outstanding warrants or options) immediately prior to the issuance of the Equity Securities. The term "***Equity Securities***" shall mean (i) any Common Stock, Preferred Stock or other security of the Company, (ii) any security convertible into or exercisable or exchangeable for, with or without consideration, any Common Stock, Preferred Stock or other security (including any option to purchase such a convertible security), (iii) any security carrying any warrant or right to subscribe to or purchase any Common Stock, Preferred Stock or other security or (iv) any such warrant or right, but shall exclude those securities described in Section 4.6.

4.2 Exercise of Rights. If the Company proposes to issue, sell or exchange any Equity Securities, it shall give each Major Investor a written notice which shall (i) identify and describe the Equity Securities being issued, sold or exchanged, (ii) describe the price and other material terms upon which they are to be issued, sold or exchanged, and the number or amount of the Equity Securities to be issued, sold or exchanged, (iii) identify the persons or entities (if known) to which or with which the Equity Securities are to be offered, issued, sold or exchanged, and (iv) offer to issue and sell to or exchange with such Major Investor up to its pro rata share of such Equity Securities. Each Major Investor shall have thirty (30) days from the giving of such notice to agree to purchase all or a portion of its *pro rata* share of the Equity Securities for the price and upon the terms and conditions specified in the notice

by giving written notice to the Company and stating therein the quantity of Equity Securities to be purchased. Notwithstanding the foregoing, the Company shall not be required to offer or sell such Equity Securities to any Major Investor who would cause the Company to be in violation of applicable federal or state securities laws by virtue of such offer or sale.

4.3 Issuance of Equity Securities to Other Persons . If not all of the Major Investors elect to purchase their full *pro rata* share of the Equity Securities, then the Company shall promptly notify in writing the Major Investors who do so elect and shall offer each such Major Investor the right to acquire that portion of such unsubscribed shares as the number of shares initially subscribed for by such Major Investor bears to the total number of shares initially subscribed for by all Major Investors. Each Major Investor shall have five (5) days after receipt of such notice to notify the Company of its election to purchase all or a portion of the unsubscribed shares. If the Major Investors fail to exercise in full their rights of first refusal, the Company shall have ninety (90) days thereafter to sell the Equity Securities in respect of which the Major Investors' rights were not exercised, at a price and upon general terms and conditions not materially more favorable to the purchasers thereof than specified in the Company's notice to the Major Investors pursuant to Section 4.2 hereof. If the Company has not sold such Equity Securities within ninety (90) days of the notice provided pursuant to Section 4.2, the Company shall not thereafter issue, sell or exchange any Equity Securities, without first offering such securities to the Major Investors in the manner provided above.

4.4 Termination and Waiver of Rights of First Refusal. The rights of first refusal established by this Section 4 shall not apply to, and shall terminate upon the Company's IPO, Reverse merger, Acquisition or Asset Transfer (as such terms are defined in the Certificate of Incorporation).

4.5 Transfer of Rights of First Refusal. The rights of first refusal of each Major Investor under this Section 4 may be transferred to the same parties, subject to the same restrictions as any transfer of registration rights pursuant to Section 2.10.

4.6 Excluded Securities. The rights of first refusal established by this Section 4 shall have no application to any of the following Equity Securities:

(a) Up to an aggregate of 22,313,284 shares of Common Stock (including shares of Common Stock underlying options, warrants or other stock purchase rights) issued or to be issued after the Original Issue Date (as defined in the Certificate of Incorporation) to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary, pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board of Directors including the Series E Directors;

(b) stock issued or issuable pursuant to any rights or agreements, options, warrants or convertible securities outstanding as of the date of this Agreement; and stock issued pursuant to any such rights or agreements granted after the date of this Agreement, so long as the rights of first refusal established by this Section 4 were complied with or were inapplicable pursuant to any provision of this Section 4.6 with respect to the initial sale or grant by the Company of such rights or agreements including the Series E Directors;

(c) shares of Common Stock issued in connection with any stock split, stock dividend or subdivision by the Company approved by the Board of Directors;

(d) shares of Common Stock issued upon conversion of shares of the Company's Series E Stock;

(e) any Equity Securities that are issued by the Company pursuant to a registration statement filed under the Securities Act in an Initial Offering; and

(f) any Equity Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition or similar business combination, and any Equity Securities issued in connection with strategic transactions involving the Company and other entities, including joint ventures, strategic alliances, manufacturing, marketing or distribution arrangements, in each case, provided that such transaction is approved by the Board of Directors including the Series E Directors.

SECTION 5. MISCELLANEOUS.

5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof.

5.2 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors, and administrators and shall inure to the benefit of and be enforceable by each person who shall be a holder of Registrable Securities from time to time; *provided, however*, that prior to the receipt by the Company of adequate written notice of the transfer of any Registrable Securities specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such shares in its records as the absolute owner and holder of such shares for all purposes, including the payment of dividends or any redemption price. The Company shall not assign this Agreement or any of the Company's rights or obligations hereunder without the prior written consent of the holders of at least sixty percent (60%) of the then-outstanding Registrable Securities.

5.3 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the Purchase Agreement, the other Related Agreements (as defined in the Purchase Agreement) and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement.

5.4 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.5 Amendment and Waiver.

(a) Except as otherwise expressly provided herein, this Agreement may be amended or modified only upon the written consent of the Company, the holders of at least sixty percent (60%) of the then-outstanding Registrable Securities; *provided, however*, that in the event an amendment, modification or waiver adversely affects the rights and/or obligations of any party under this Agreement in a manner materially different from the manner in which it affects the rights and/or obligations of the other parties, such amendment, modification or waiver shall be binding on such adversely affected party only with the written consent of such adversely affected party.

(b) Except as otherwise expressly provided herein, the obligations of the Company and the rights of the Holders under this Agreement may be waived only with the written consent of the holders of at least sixty percent (60%) of the then-outstanding Registrable Securities; *provided, however*, that in the event a waiver adversely affects the rights and/or obligations of any party under this Agreement in a manner materially different from the manner in which it affects the rights and/or obligations of the other parties, such waiver shall be binding on such adversely affected party only with the written consent of such adversely affected party.

5.6 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any party's part of any breach, default or noncompliance under the Agreement or any waiver on such party's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

5.7 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at the address as set forth on the signature page hereof and to any Investor at the address appearing on the books of the Company or at such address as the Company, or such party, respectively, may designate by ten (10) days advance written notice to the other parties hereto. The Company shall give prompt written notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination or waiver.

5.8 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

5.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

5.10 Aggregation of Stock. In determining the number of Demand Registrable Securities, Registrable Securities and Shares, as the case may be, owned by an Investor for purposes of exercising rights under this Agreement, all Demand Registrable Securities, Registrable Securities and Shares, as the case may be, held by Affiliated Parties of such Investor shall be aggregated together (provided that no shares shall be attributed to more than one entity or person within any such group of Affiliated Parties).

5.11 Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this **INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

COMPANY:

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
David C. Paul
President and Chief Executive Officer

Address: Valley Forge Business Center
2560 General Armistead Avenue
Audubon, PA 19403

IN WITNESS WHEREOF, the parties hereto have executed this **INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

CLARUS LIFESCIENCES I, L.P.

By its General Partner, Clarus Ventures I GP, LP
By its General Partner, Clarus Ventures I, LLC

By: /s/ Robert W. Liptak
Robert W. Liptak
Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this **INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR:

AIG ANNUITY INSURANCE COMPANY

By: /s/ Marc H. Gamsin

Print Name: Marc H. Gamsin

Title: Vice President

INVESTOR:

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

By: /s/ Marc H. Gamsin

Print Name: Marc H. Gamsin

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this **INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR:

GOLDMAN SACHS & CO., ON BEHALF OF ITS PRINCIPAL STRATEGIES GROUP

By: /s/ Kenneth M. Eberts III

Print Name: Kenneth M. Eberts III

Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this **INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR:

GS DIRECT, L.L.C.

BY: /s/ Gerry Cardinale
NAME: Gerry Cardinale
TITLE: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this **INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

INVESTOR(S):

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004, L.P.

By: Goldman Sachs PEP 2004 Advisors, L.L.C., General Partner

By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 EMPLOYEE FUND, L.P.

By: Goldman Sachs PEP 2004 Employee Funds GP, L.L.C., General Partner

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 OFFSHORE HOLDINGS, L.P.

By: Goldman Sachs PEP 2004 Offshore Holdings Advisors, Inc., General Partner

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

GS PRIVATE EQUITY PARTNERS 2002 – DIRECT INVESTMENT FUND, L.P.

By: GS PEP 2002 Direct Investment Advisors, L.L.C., General Partner

By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 - DIRECT INVESTMENT FUND, L.P.

By: Goldman Sachs PEP 2004 Direct Investment Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

MULTI-STRATEGY HOLDINGS, L.P.

By: Multi-Strategy Holdings Offshore Advisors, Inc., General Partner

By: /s/ Jennifer Barbetta

Print Name: Jennifer Barbetta

Title: Authorized Signatory

EXHIBIT A

SCHEDULE OF INVESTORS

SERIES E INVESTORS:	NUMBER OF SHARES OF SERIES E STOCK:
Clarus Lifesciences I, LP	24,193,546
GS Direct, L.L.C.	11,520,737
Goldman Sachs & Co., on behalf of its Principal Strategies Group	6,912,442
Goldman Sachs Private Equity Partners 2004, L.P.	279,386
Goldman Sachs Private Equity Partners 2004 Offshore Holdings, L.P.	1,817,578
Goldman Sachs Private Equity Partners 2004 – Direct Investment Fund, L.P.	1,255,424
Goldman Sachs Private Equity Partners 2004 Employee Fund, L.P.	438,636
GS Private Equity Partners 2002 – Direct Investment Fund, L.P.	296,328
Multi-Strategy Holdings, L.P.	520,948
AIG Annuity Insurance Company	1,725,806
The Variable Annuity Life Insurance Company	1,725,806
Troy Fukumoto	4,608
Total	**50,691,245**

JOINDER AGREEMENT

GLOBUS MEDICAL, INC.

Valley Forge Business Center
2560 General Armistead Avenue
Audubon, PA 19403
Attention: General Counsel

Ladies and Gentlemen:

In consideration of the transfer to the undersigned of 6,912,442 shares of Series E Preferred Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned represents that it is a transferee of Goldman, Sachs & Co., on behalf of its Principal Strategies Group and agrees that, as of the date written below, it shall become a party to, and a Holder as defined in, that certain Investor Rights Agreement dated as of July 23, 2007, as such agreement may have been amended from time to time (the "Investor Rights Agreement"), among the Company and the persons named therein, and as a transferee shall be fully bound by, and subject to all of the covenants, terms and conditions of the Investor Rights Agreement as though an original party thereto and shall be deemed an Investor for all purposes thereof.

Executed as of the 28th day of November, 2007.

Goldman Sachs Investment Partners Master Fund, L.P.
By: Goldman Sachs Investment Partners GP, LLC, its general partner

By: /s/ Michelle Barone
Name: Michelle Barone
Title: Vice President

Address: c/o Goldman Sachs Investment Strategies, LLC
85 Broad Street
New York, NY 10004

ACKNOWLEDGED AND ACCEPTED:

GLOBUS MEDICAL, INC.

By: Dave Demski
Name: Dave Demski
Title: Chief Financial Officer

GLOBUS MEDICAL, INC.

JOINDER TO INVESTOR RIGHTS AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Series E Preferred Stock of Globus Medical, Inc., a Delaware corporation (the " Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Investor Rights Agreement, dated as of July 23, 2007 by and among the Company and the other stockholders of the Company party thereto (as the same may be amended from time to time, the "Rights Agreement"), as an "Investor" thereunder, the form of which is attached hereto, as if the undersigned had been a party to the Rights Agreement as of the date thereof. Exhibit A to the Rights Agreement shall be updated to reflect the foregoing.

INVESTOR:

/s/ Troy Fukumoto

Troy Fukumoto

Date: December 29, 2008

Exhibit 4.5

GLOBUS MEDICAL, INC.

FIRST AMENDMENT TO
INVESTOR RIGHTS AGREEMENT

This First Amendment to Investor Rights Agreement (this "***Amendment***"), dated as of the 14th day of January 2009, is entered into by and among Globus Medical, Inc., a Delaware corporation (the "***Company***"), and the undersigned holders of shares of the Company's Series E Preferred Stock, all of whom are party to that certain Investor Rights Agreement (the "***Rights Agreement***") dated as of July 23, 2007, by and among the Company and certain of its stockholders. Capitalized terms used herein that are not otherwise defined herein shall have the meanings given them in the Rights Agreement.

WHEREAS, the Company desires to authorize a new class of Common Stock designed "Class C Common Stock" and to establish the Globus Medical, Inc. 2008 Stock Plan and reserve 10,000,000 shares of Class C Common Stock for issuance thereunder; and

WHEREAS, in connection therewith, the undersigned desire to make certain modifications and amendments to the Rights Agreement; and

WHEREAS, Section 5.5 of the Rights Agreement provides that the Rights Agreement may be amended only with the written consent of the Company and the holders of at least sixty percent (60%) of the then-outstanding Registrable Securities (as defined in the Rights Agreement), and the undersigned constitute the requisite signatories necessary to amend the Rights Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby amend the Rights Agreement and agree as follows:

1. Amendment of Rights Agreement. The Rights Agreement is hereby amended as follows:

1.1 Section 4.6(a) of the Rights Agreement is hereby deleted in its entirety and amended and restated as follows:

"**(a)** Up to an aggregate of 32,313,284 shares of Common Stock (including shares of Common Stock underlying options, warrants or other stock purchase rights) issued or to be issued after the Original Issue Date (as defined in the Certificate of Incorporation) to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary, pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board of Directors including the Series E Directors;"

1.2 Section 4.6(d) of the Rights Agreement is hereby deleted in its entirety and amended and restated as follows:

"**(d)** shares of Common Stock issued upon conversion of shares of the Company's Series E Stock or upon conversion of shares of any other class of Common Stock;"

2. Counterparts; Facsimile Signatures. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but which, when taken together, shall constitute by one instrument. One or more counterparts of this Amendment or any exhibit hereto may be delivered via facsimile, with the intention that they shall have the same effect as an original counterpart hereof.

3. Effect on Rights Agreement. Except as specifically, provided herein, the Rights Agreement shall remain in full force and effect. Except as specifically provided above, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Company or the Investors under the Rights Agreement.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws provisions thereof.

[Signature page follows.]

The foregoing First Amendment to Investor Rights Agreement is hereby executed as of the date first above written.

COMPANY:

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
David C. Paul
Chief Executive Officer

The foregoing First Amendment to Investor Rights Agreement is hereby executed as of the date first above written.

INVESTOR:

CLARUS LIFESCIENCES I, L.P.

By its General Partner, Clarus Ventures I GP, LP
By its General Partner, Clarus Ventures I, LLC

By: /s/ Robert W. Liptak
Robert W. Liptak
Managing Director

The foregoing First Amendment to Investor Rights Agreement is hereby executed as of the date first above written.

INVESTOR:

GOLDMAN SACHS INVESTMENT PARTNERS MASTER FUND LP

BY: GOLDMAN SACHS INVESTMENT PARTNERS GP, LLC, ITS GENERAL PARTNER

By: /s/ Michelle Barone

Print Name: Michelle Barone

Title: Vice President

The foregoing First Amendment to Investor Rights Agreement is hereby executed as of the date first above written.

INVESTOR:

GS DIRECT, L.L.C.

BY: /s/ Katherine B. Enquist
NAME: Katherine B. Enquist
TITLE: Managing Director

The foregoing First Amendment to Investor Rights Agreement is hereby executed as of the date first above written.

INVESTORS:

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004, L.P.

By: Goldman Sachs PEP 2004 Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 OFFSHORE HOLDINGS, L.P.

By: Goldman Sachs PEP 2004 Offshore Holdings Advisors, Inc., General Partner

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 - DIRECT INVESTMENT FUND, L.P.

By: Goldman Sachs PEP 2004 Direct Investment Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 EMPLOYEE FUND, L.P.

By: Goldman Sachs PEP 2004 Employee Funds GP, L.L.C., General Partner

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

GS PRIVATE EQUITY PARTNERS 2002 – DIRECT INVESTMENT FUND, L.P.

By: GS PEP 2002 Direct Investment Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

MULTI-STRATEGY HOLDINGS, L.P.

By: Multi-Strategy Holdings Offshore Advisors, Inc., General Partner

By: /s/ Ryan Boucher

Print Name: Ryan Boucher

Title: Vice President

Exhibit 10.1

VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement") is made and entered into as of June 14, 2004 by and among Globus Medical, Inc., a Delaware corporation (the "Company"), the persons and entities listed on Exhibit A hereto (individually, a "Stockholder" and collectively, the "Stockholders"), and David C. Paul, or such other person as may be appointed in place of such individual pursuant to the terms of this Agreement (the " Proxy").

RECITALS

A. The Stockholders hold shares of the Common Stock of the Company, par value $0.001 per share (the " Shares").

B. The Stockholders desire to execute an irrevocable proxy in respect of the Shares in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Irrevocable Proxy.

(a) Each Stockholder hereby irrevocably appoints the Proxy as the sole and exclusive attorney and proxy of such Stockholder, with full power of substitution and resubstitution, to vote and exercise all voting and related rights with respect to all such Stockholder's Shares that now are or hereafter may be beneficially owned by such Stockholder (as defined in Rule 13d-3 under the Exchange Act), and any and all other shares or securities of the Company issued or issuable in respect thereof on or after the date hereof, in accordance with the terms of this Agreement. The Shares beneficially owned by each such Stockholder as of the date of this Agreement are listed on Exhibit A hereto. Upon each such Stockholder's execution of this Agreement, any and all prior proxies given by such Stockholder with respect to any of such Stockholder's Shares are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Shares until after the Expiration Date (as defined below).

(b) The proxy granted hereby is irrevocable. As used herein, the term "Expiration Date" shall mean the earlier to occur of (i) the tenth anniversary of the date hereof, (ii) the closing of the initial public offering by the Company of any of its securities, (iii) the Common Stock of the Company otherwise becoming publicly traded, or (iv) a sale, transfer or other disposition of all or substantially all of the assets of the Company to, or a merger or consolidation of the Company into, an entity a majority of the voting power of which is not owned by the stockholders of the Company. For the purposes of this Agreement, "public offering" shall mean a registration of capital stock under the Securities Act of 1933, as amended (the " Securities Act"), other than (1) a registration relating solely to employee benefit plans and (2) a registration relating solely to a transaction covered by Rule 145 under the Securities Act.

(c) The Proxy is hereby authorized and empowered by the undersigned, at any and all times prior to the Expiration Date, to act as each Stockholder's attorney and proxy to vote the Shares, and to exercise all voting, consent and similar rights of the undersigned with respect to the Shares (including, without limitation, the power to execute and deliver written consents) at every annual, special, adjourned or postponed meeting of stockholders of the Company and in every written consent in lieu of such meeting. The Proxy named above may vote the Shares on all matters, including without limitation the election of directors, in favor of or against resolutions or other proposed actions of the Company or any other matter which may be presented or requiring the vote or consent of the stockholders of the Company. Without limiting such general right, it is understood that such action or proceeding may include, upon terms satisfactory to the Proxy, mortgaging, creating a security interest in, and pledging of all or any part of the property of the Company, the lease or sale of all or any part of the property of the Company, for cash, securities or other property, and the dissolution of the Company, or the consolidation, merger, reorganization or recapitalization of the Company. The Proxy shall also have the right, in lieu of the holders of the Shares, subject to the provisions of this Agreement, to exercise all of such holders' rights pursuant to the Shares under the Amended and Restated Investor Rights Agreement, dated as of November 28, 2003, among the Company and the parties named therein (as the same may be amended from time to time, the " Rights Agreement") and the Amended and Restated Stock Sale Agreement, dated as of November 28, 2003, among the Company and the parties named therein (as the same shall be amended from time to time, the "Stock Sale Agreement"). The Proxy shall have no obligation to notify any Stockholder of a pending vote, consent or action of the Company, or seek any input from the Stockholders with respect to any pending vote, consent or action of the Company.

(d) Any obligation of a Stockholder hereunder shall be binding upon the successors and assigns of such Stockholder. Any obligation of the Proxy hereunder shall be binding upon the successors and assigns of the Proxy.

2. Representations, Warranties and Covenants of Stockholder. Each Stockholder represents warrants and covenants to the Company as follows:

(a) The Stockholder is the beneficial owner of the Shares, with full power to vote or direct the voting of the Shares for and on behalf of all beneficial owners of the Shares.

(b) As of the date hereof, the Shares are, and at all times up until the Expiration Date the Shares will be, free and clear of any rights of first refusal, co-sale rights, security interests, liens, pledges, claims, options, charges or other encumbrances, except as set forth in the Stock Sale Agreement.

(c) The Stockholder has full power and authority to make, enter into and carry out the terms of this Agreement.

3. Resignation or Removal of Proxy; Successor Proxy .

(a) The Proxy may resign at any time by mailing a written resignation to the Stockholders and the Company, such resignation to be effective 30 calendar days after the date of such resignation or upon the prior acceptance by the Stockholders and the Company (such

date referred to as the "Effective Date"). Such Proxy shall be replaced by a new Proxy selected by the holders of a majority in interest of the Shares and approved by the Company (which approval may not be unreasonably withheld), which such person shall thereafter be deemed Proxy for all purposes hereunder and shall agree to be bound by, and be subject in all respects to, the rights and obligations of this Agreement. In the event a new Proxy has not been so chosen by Effective Date, the Chief Executive Officer of the Company, or any interim Chief Executive Officer of the Company (collectively referred to herein as the "CEO") shall immediately be deemed Proxy for all purposes hereunder and shall agree to be bound by, and be subject in all respects to, the rights and obligations of this Agreement. The CEO shall thereafter serve as the Proxy hereunder until such time as he or she is replaced by a person selected by the holders of a majority in interest of the Shares and approved by the Company (such approval not to be unreasonably withheld), which such person shall thereafter be deemed Proxy for all purposes hereunder and shall agree to be bound by, and be subject in all respects to, the rights and obligations of this Agreement.

(b) In the event of the death, incapacitation or resignation (without prior notice, as provided above) of the Proxy, such Proxy shall be immediately replaced by the CEO who shall be deemed Proxy for all purposes hereunder and shall agree to be bound by, and be subject in all respects to, the rights and obligations of this Agreement. The CEO shall thereafter serve as the Proxy hereunder until such time as he or she is replaced by a person selected by the holders of a majority in interest of the Shares and approved by the Company (such approval not to be unreasonably withheld), which person shall thereafter be deemed Proxy for all purposes hereunder and shall agree to be bound by, and be subject in all respects to, the rights and obligations of this Agreement.

(c) Notwithstanding anything to the contrary contained herein, the Stockholders may not effect the removal of the Proxy for any reason whatsoever.

4. Additional Documents. Each Stockholder and the Company covenant and agree to execute and deliver any additional documents reasonably necessary or desirable to carry out the purpose and intent of this Agreement.

5. Effectiveness; Termination. This Agreement shall be effective as to any signatory below as of the date hereof. This Agreement and the irrevocable proxy contained herein shall terminate and shall have no further force or effect as of the Expiration Date.

6. Legending of Shares. Each Stockholder agrees that the Shares shall bear a legend stating that they are subject to this Agreement and to an irrevocable proxy. Each Stockholder agrees that it will not transfer the Shares without first having the aforementioned legend affixed to the certificates representing the Shares.

7. Miscellaneous.

(a) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(b) Binding Effect and Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by any of the parties without the prior written consent of the other parties; provided, however, that nothing in this Agreement shall prevent a Stockholder from transferring his, her or its Shares to a third party, so long as such transfer is legally (pursuant to federal and state securities laws, as reasonably determined by counsel to the Company) and contractually permitted, provided that any such transferee shall execute documents acceptable to the Company and its counsel assuming the rights and obligations of the transferor under this Agreement prior to the transfer of such Shares.

(c) Amendments and Modification. This Agreement may only be modified, amended, altered, supplemented or terminated with the written consent of the Company, the Proxy and the holders of a majority of the Shares.

(d) Waiver. No waiver by any party hereto of any condition or of any breach of any provision of this Agreement shall be effective unless in writing.

(e) Specific Performance; Injunctive Relief. The parties acknowledge that the Company will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of the Stockholders set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to the Company upon any such violation, the Company shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to the Company at law or in equity.

(f) Notices. All notices and other communications pursuant to this Agreement shall be in writing and deemed to be sufficient if contained in a written instrument and shall be deemed given if delivered personally, telecopied, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following address (or at such other address for a party as shall be specified by like notice):

If to Company, to: Globus Medical, Inc.
303 Schell Lane
Phoenixville, PA 19460
Attn: Chief Executive Officer
Telephone No.: (610) 415-9000
Facsimile No.: (610) 415-0716

With a copy to: Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Attn: Anthony L. Williams
Telephone No.: (919) 781-4000
Facsimile No.: (919) 781-4865

If to Stockholder: To the address for notice set forth on the Exhibits hereto.

If to Proxy: To the address for notice set forth on the records of the Company.

(g) Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(h) Attorneys' Fees and Expenses. If any action or other proceeding relating to the enforcement of any provision of this Agreement is brought by any party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

(i) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof, and supersede all prior negotiations and understandings between the parties with respect to such subject matter.

(j) Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

(k) Effect of Headings. The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement on the date first above written.

GLOBUS MEDICAL, INC

By: /s/ David C. Paul
Name: David C. Paul
Title: President

STOCKHOLDER:

/s/ Kelly Baker
Signature

Kelly Baker
Print Name

PROXY:

/s/ David C. Paul
David C. Paul

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement on the date first above written.

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
Name: David C. Paul
Title: President

STOCKHOLDER:

/s/ Michael L. Boyer II
Signature

Michael L. Boyer II
Print Name

PROXY:

/s/ David C. Paul
David C. Paul

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement on the date first above written.

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
Name: David C. Paul
Title: President

STOCKHOLDER:

/s/ David Davidar
Signature

David Davidar
Print Name

PROXY:

/s/ David C. Paul
David C. Paul

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement on the date first above written.

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
Name: David C. Paul
Title: President

STOCKHOLDER:

/s/ Dave Demski
Signature

Dave Demski
Print Name

PROXY:

/s/ David C. Paul
David C. Paul

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement on the date first above written.

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
Name: David C. Paul
Title: President

STOCKHOLDER:

/s/ Andrew P. Iott
Signature

Andrew P. Iott
Print Name

PROXY:

/s/ David C. Paul
David C. Paul

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement on the date first above written.

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
Name: David C. Paul
Title: President

STOCKHOLDER:

/s/ Richard Kienzle
Signature

Richard Kienzle
Print Name

PROXY:

/s/ David C. Paul
David C. Paul

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement on the date first above written.

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
Name: David C. Paul
Title: President

STOCKHOLDER:

/s/ Andrew Lee
Signature

Andrew Lee
Print Name

PROXY:

/s/ David C. Paul
David C. Paul

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement on the date first above written.

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
Name: David C. Paul
Title: President

STOCKHOLDER:

/s/ Daniel S. Paul
Signature

Daniel S. Paul
Print Name

PROXY:

/s/ David C. Paul
David C. Paul

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement on the date first above written.

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
Name: David C. Paul
Title: President

STOCKHOLDER:

/s/ William A. Rhoda
Signature

William A. Rhoda
Print Name

PROXY:

/s/ David C. Paul
David C. Paul

EXHIBIT A

List of Stockholders

Stockholder Name and Address	Number of Shares
Kelly Baker	20,000
Michael Boyer	433,200
David Davidar	400,200
David Demski	336,000
Andrew Iott	433,200
Richard Kienzle	600,000
Andrew Lee	433,200
Daniel Paul	433,200
William Rhoda	433,200

GLOBUS MEDICAL, INC.

JOINDER TO VOTING AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class B Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Voting Agreement, dated as of June 14, 2004, by and among the Company and the other stockholders thereto (as the same may be amended from time to time, the "Voting Agreement"), as a "Stockholder" thereunder, the form of which is attached hereto, as if the undersigned had been a party to the Voting Agreement as of the date thereof.

STOCKHOLDER:

DANIEL PAUL, AS TRUSTEE OF THE
DANIEL PAUL 2010 GRANTOR RETAINED
ANNUITY TRUST U/A 7/20/10

By: /s/ Daniel S. Paul
Daniel Paul, Trustee

Effective: July 21, 2010

JOINDER TO VOTING AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class A Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Voting Agreement, dated as of June 14, 2004, by and among the Company and the other stockholders thereto (as the same may be amended from time to time, the "Voting Agreement"), as a "Stockholder" thereunder, the form of which is attached hereto, as if the undersigned had been a party to the Voting Agreement as of the date thereof.

STOCKHOLDER:

By: /s/ Vaneetha Demski
Vaneetha Demski

Date: 12/15/2011

JOINDER TO VOTING AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class A Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Voting Agreement, dated as of June 14, 2004, by and among the Company and the other stockholders thereto (as the same may be amended from time to time, the "Voting Agreement"), as a "Stockholder" thereunder, the form of which is attached hereto, as if the undersigned had been a party to the Voting Agreement as of the date thereof.

STOCKHOLDER:

By: /s/ William Mcnett
William Mcnett

Date: Jan. 10, 2012

Exhibit 10.2

GLOBUS MEDICAL, INC.

VOTING AGREEMENT

JULY 23, 2007

GLOBUS MEDICAL, INC.

VOTING AGREEMENT

THIS VOTING AGREEMENT (the "Agreement") is made and entered into as of this 23rd day of July, 2007, by and among **GLOBUS MEDICAL, INC.,** a Delaware corporation (the "Company"), and those certain holders of the Company's voting stock listed on **EXHIBIT A** hereto (the "Key Common Holders") and the persons and entities listed on **EXHIBIT B** hereto (the "Investors" and, together with the Key Common Holders, the "Holders").

RECITALS

WHEREAS, the Key Common Holders are beneficial owners of shares of the Class B Common Stock and Class A Common Stock of the Company;

WHEREAS, the Investors are purchasing shares of the Company's Series E Preferred Stock (the "Series E Stock"), pursuant to that certain Series E Preferred Stock Purchase Agreement (the "Purchase Agreement") of even date herewith (the "Financing");

WHEREAS, the obligations of the Purchase Agreement are conditioned upon the execution and delivery of this Agreement; and

WHEREAS, in connection with the consummation of the Financing, the Company, the Key Common Holders and the Investors have agreed to provide for the future voting of their shares of the Company's capital stock as set forth below.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. VOTING.

1.1 As used in this Agreement, "Affiliated Party" means, with respect to a Holder, any person or entity which, directly or indirectly, controls, is controlled by or is under common control with such Holder, including, without limitation, any general partner, member, officer or director of such Holder, any venture capital fund now or hereafter existing which is controlled by one or more general partners of, or shares the same management company as, such Holder, any family member of a Holder that is an individual or trust for the benefit of a Holder or family member of a Holder.

1.2 Key Common Holder Shares; Investor Shares.

(a) The Key Common Holders each agree to hold all shares of voting capital stock of the Company registered in their respective names or beneficially owned by them as of the date hereof and any and all other securities of the Company legally or beneficially acquired by each of the Key Common Holders after the date hereof (hereinafter collectively referred to as the "Key Common Holder Shares") subject to, and to vote or cause to be voted the Key Common Holder Shares in accordance with, the provisions of this Agreement.

(b) The Investors each agree to hold all shares of voting capital stock of the Company (including but not limited to all shares of Series E Stock and all shares of Common Stock issued upon conversion of the Series E Stock) registered in their respective names or beneficially owned by them as of the date hereof and any and all other securities of the Company legally or beneficially acquired by each of the Investors after the date hereof (hereinafter collectively referred to as the "Investor Shares") subject to, and to vote or cause to be voted the Investor Shares in accordance with, the provisions of this Agreement.

1.3 Election of Directors. On all matters relating to the election of directors of the Company, the Key Common Holders and the Investors agree to vote all Key Common Holder Shares and Investor Shares held by them (or the holders thereof shall consent pursuant to an action by written consent of the holders of capital stock of the Company), respectively, so as to elect members of the Company's Board of Directors (the " Board") as follows:

(a) For so long as holders of Series E Stock are entitled under the Amended and Restated Certificate of Incorporation of the Company, as amended from time to time (the "Certificate of Incorporation"), voting as a separate class, to elect two (2) members of the Board (the " Series E Directors"), the Series E Directors shall be individuals nominated by Clarus Lifesciences I, L.P. together with its Affiliated Parties (collectively, "Clarus Ventures") for so long as Clarus Ventures holds Series E Stock, which individuals shall initially be Kurt Wheeler and Robert Liptak. In the event that Clarus Ventures ceases to be entitled to nominate the Series E Directors pursuant to the preceding sentence, such Series E Directors shall be nominated by holders of at least a majority of the then outstanding shares of Series E Stock. Any vote or action by written consent taken to remove any directors elected pursuant to this Section 1.3(a), or to fill any vacancy created by the resignation, removal or death of any director elected pursuant to this Section 1.3(a), shall also be subject to the provisions of this Section 1.3(a).

(b) For so long as holders of Common Stock are entitled under the Certificate of Incorporation, voting as a separate class, to elect three (3) members of the Board (the "Common Directors"), the Common Directors shall be three (3) individuals nominated by holders of a majority of the then outstanding Key Common Holder Shares, which individuals shall initially be David Paul, David Demski and David Davidar. Any vote or action by written consent taken to remove any director elected pursuant to this Section 1.3(b), or to fill any vacancy created by the resignation, removal or death of a director elected pursuant to this Section 1.3(b), shall also be subject to the provisions of this Section 1.3(b). The Series E Directors and Common Directors are collectively referred to herein as "Designated Directors."

(c) The Company shall provide the Holders with 10 days' prior written notice of any intended mailing of a notice to stockholders for a meeting at which directors are to be elected (a "Stockholder Mailing"); provided, however, that in the event the Company receives notice (the "Investor Notice") from any person, entity or group entitled to nominate a Designated Director hereunder (such person, entity or group, a "Designating Party") that such Designating Party, having the right to do so hereunder, desires to replace the individual then serving as the Designated Director nominated by such Designating Party pursuant to Section 1.3 hereof, the Company shall not call a special meeting of stockholders for the purpose of electing directors, but shall instead deliver to the holders of Series E Stock and/or Common Stock, as applicable, a written consent of stockholders for the purpose of electing directors, within five (5) days after receipt of such Investor Notice, and each holder of Series E Stock and/or Common Stock, as applicable, shall execute and return to the Company such written stockholder consent within ten (10) days after receipt of such consent. Except with respect to a director who is being elected by written consent of stockholders pursuant to the immediately preceding sentence, the Designating Party entitled to nominate directors of the Company hereunder, shall give written notice to all other parties to this Agreement, prior to such Stockholder Mailing, of the persons designated pursuant to

Section 1.3 as nominees for election as directors. The Company agrees to nominate and recommend for election as directors only the individuals designated, or to be designated, pursuant to Section 1.3. If a Designating Party shall fail to give notice to the Company as provided above, it shall be deemed that such Designating Party's nominee then serving as a director shall be such Designating Party's nominee for reelection. If the Holder or group of Holders entitled to designate a director notifies the other Holders of its or their desire to remove such director from office, each Holder agrees to vote, or cause to be voted, all Key Common Holder Shares or Investor Shares, as applicable, owned by such Holder, or over which such Holder has voting control, from time to time and at all times, in whatever manner as shall be necessary to effectuate such removal and to elect any new designee designated by such Holder or group of Holders.

1.4 No Liability for Election of Recommended Director. None of the parties hereto and no officer, director, stockholder, partner, member, employee or agent of any party makes any representation or warranty as to the fitness or competence of the nominee of any party hereunder to serve on the Board by virtue of such party's execution of this Agreement or by the act of such party in voting for such nominee pursuant to this Agreement.

1.5 Legend.

(a) Concurrently with the execution of this Agreement, there shall be imprinted or otherwise placed, on certificates representing the Key Common Holder Shares and the Investor Shares the following restrictive legend (the " Legend"):

> "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A VOTING AGREEMENT WHICH PLACES CERTAIN RESTRICTIONS ON THE VOTING OF THE SHARES REPRESENTED HEREBY. ANY PERSON ACCEPTING ANY INTEREST IN SUCH SHARES SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SUCH AGREEMENT. A COPY OF SUCH VOTING AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS."

(b) The Company agrees that, during the term of this Agreement, it will not remove, and will not permit to be removed (upon registration of transfer, reissuance of otherwise), the Legend from any such certificate and will place or cause to be placed the Legend on any new certificate issued to represent Key Common Holder Shares or Investor Shares theretofore represented by a certificate carrying the Legend. If at any time or from time to time any Key Common Holder or Investor holds any certificate representing shares of the Company's capital stock not bearing the aforementioned legend, such Key Common Holder or Investor agrees to deliver such certificate to the Company promptly upon request received from the Company to have such legend placed on such certificate.

1.6 Transfers. The Company shall not permit the transfer of any of the Key Common Holder Shares or Investor Shares on its books or issue a new certificate representing any of the Key Common Holder Shares or Investor Shares unless and until the person to whom such security is to be transferred shall have executed a written agreement, substantially in the form of this Agreement, pursuant to which such person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person were a Key Common Holder or Investor, as applicable.

1.7 Other Rights. Except as provided by this Agreement, the Purchase Agreement or any other Related Agreements (as defined in the Purchase Agreement), each Key Common Holder and Investor shall exercise the full rights of a holder of capital stock of the Company with respect to the Key Common Holder Shares and the Investor Shares, respectively.

1.8 Change of Control.

(a) In the event that the Board and the holders of at least a majority of the then outstanding shares of the voting stock of the Company, voting together as a single class on an as-converted basis (the "Requisite Stockholders"), approve any Acquisition or Asset Transfer (as such terms are defined in the Certificate of Incorporation), or in the event the Requisite Stockholders approve a Control Stock Sale (as defined in Section 1.8(b) below) complying with the conditions set forth in clauses (i) through (iii) of Section 1.8(b) below (any such Acquisition, Asset Transfer or Control Stock Sale shall be referred to hereinafter as a "Sale Event"), each Holder shall consent to, vote for and raise no objections to such Sale Event, and (A) if such Sale Event is an Acquisition structured as a merger or consolidation of the Company, or is an Asset Transfer, the Holders shall each waive any dissenters rights, appraisal rights or similar rights in connection with such merger, consolidation or Asset Transfer, or (B) if such Sale Event is an Acquisition structured as a sale of the stock of the Company or a Control Stock Sale, each Holder shall agree to sell its Key Common Holder Shares and its Investor Shares on the terms and conditions approved by the Board (if applicable) and the Requisite Stockholders; *provided*, in any case, that the terms of any such Sale Event do not provide that such Holder would receive less than the amount that would be distributed to such Holder in the event the proceeds from the Sale Event were distributed in accordance with the Certificate of Incorporation, as in effect at the time of such Sale Event without giving effect to any waiver or agreement not to treat such Sale Event as a Liquidation Event under the Certificate of Incorporation (unless such waiver or agreement is signed by such Holder). The Holders shall each take all reasonably necessary and appropriate actions approved by the Board (if applicable) and the Requisite Stockholders in connection with the consummation of any Sale Event, including the execution of such agreements and such instruments and other actions reasonably necessary to effectuate such Sale Event; provided, however, that in no event shall the obligations to be undertaken by any Holder in connection with such Sale Event (by way of representations, warranties, indemnities or otherwise) be, without the written consent of such Holder, materially different, in any manner not based ratably on the amount of net proceeds to be received by such Holder in connection with such Sale Event, from those to be so undertaken by any other Holder.

(b) No Holder shall be a party to any transaction or series of related transactions to which the Company is not a party and in which in excess of fifty percent (50%) of the Company's voting power is transferred (whether one such transaction or a series of related transactions, a " Control Stock Sale") unless:

(i) such Control Stock Sale is approved by the Requisite Stockholders;

(ii) each stockholder of the Company who is not a Holder is given a reasonable opportunity to participate in such Control Stock Sale, with respect to shares of capital stock of the Company then held by such stockholder, on terms substantially equivalent to those granted to each other stockholder of the Company participating in such Control Stock Sale (all stockholders participating in such Control Stock Sale, collectively, the " Control Sale Participants") with respect to shares of capital stock of the Company of the same class and (if applicable) series; and

(iii) the aggregate consideration received or to be received by the Control Sale Participants pursuant to such Control Stock Sale is allocated among the Control Sale Participants in substantially the manner specified in Article IV, Section 4 of the Company's Certificate of Incorporation (as in effect at the time of such Control Stock Sale) as if (i) such Control Stock Sale were an Acquisition for such purpose and (ii) the Control Sale Participants comprised all of the stockholders of the Company.

1.9 Further Assurances. Each Holder, whether in his/her capacity as a Holder, officer or director of the Company, its subsidiaries, or otherwise, shall take or cause to be taken all such commercially reasonable actions in order expeditiously to consummate each Sale Event pursuant to Section 1.8 and any related transactions, including, without limitation, executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments as may be reasonably requested; and otherwise cooperating with the Requisite Stockholders, and the prospective buyer; *provided, however*, that each Holder, shall be obligated to become liable in respect of any representations, warranties, covenants, indemnities or otherwise solely to the extent provided in the immediately following sentence. Each Holder agrees to execute and deliver such agreements as may be reasonably specified by the Requisite Stockholders, as the case may be, including, without limitation, agreements to (a) make individual representations, warranties, covenants and other agreements as to the unencumbered title to its Shares and the power, authority and legal right to sell such Key Common Holder Shares or Investor Shares, as the case may be, and (b) be liable (whether by purchase price adjustment, indemnity payments or otherwise) in respect of representations, warranties, covenants and agreements in respect of the Company and its subsidiaries; *provided, however*, that, except with respect to individual representations, warranties, covenants, indemnities and other agreements of Holder of the type described in clause (a) above, each Holder's liability shall be limited to the pro rata portion of the proceeds to such Holder in connection with such Sale Event or such lesser amount applied consistently to all other Holders, which shall be no less favorable than the terms applied to the Requisite Stockholders; *provided, further,* that in no event will the liability of each Holder exceed the proceeds received by such Holder.

1.10 Irrevocable Proxy. To secure the Key Common Holder's and the Investor's obligations to vote the Key Common Holder Shares and the Investor Shares in accordance with this Agreement, each Key Common Holder and each Investor hereby appoints the Chairman of the Board of Directors or the Chief Executive of the Company, or either of them from time to time, or their designees, as such Key Common Holder's or Investor's true and lawful proxy and attorney, with the power to act alone and with full power of substitution, to vote all of such Key Common Holder's Common Holder Shares or such Investor's Investor Shares as set forth in this Agreement and to execute all appropriate instruments consistent with this Agreement on behalf of such Key Common Holder or Investor if, and only if, such Key Common Holder or Investor fails to vote all of such Key Common Holder's Key Common Holder Shares or such Investor's Investor Shares or execute such other instruments in accordance with the provisions of this Agreement within five (5) days of the Company's or any other party's written request for such Key Common Holder's or Investor's written consent or signature. The proxy and power granted by each Key Common Holder and Investor pursuant to this Section 1.10 are coupled with an interest and are given to secure the performance of such party's duties under this Agreement. Each such proxy and power will be irrevocable for the term hereof. The proxy and power, so long as any party hereto is an individual, will survive the death, incompetency and disability of such party or any other individual holder of the Key Common Holder Shares or Investor Shares, as the case may be, and, so long as any party hereto is an entity, will survive the merger or reorganization of such party or any other entity holding any Key Common Holder Shares or Investor Shares.

1.11 Vote to Increase Authorized Common Stock. Each Holder agrees to promptly vote or cause to be voted all Key Common Holder Shares or and Investor Shares owned by such Holder, or over which such Holder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Series E Stock outstanding at any given time. If there shall be two or more classes of Common Stock of the Company, the increase of authorized shares of Common Stock set forth in this Section 1.11 shall apply to all classes of Common Stock, as applicable.

2. TERMINATION.

2.1 This Agreement shall continue in full force and effect from the date hereof through the earliest of the following dates, on which date it shall terminate in its entirety:

(a) the date of the closing of a Qualified Public Offering or Reverse Merger (as such terms are defined in the Certificate of Incorporation);

(b) the date of the closing of an Acquisition, Asset Transfer or Control Stock Sale; or

(c) the date as of which the parties hereto terminate this Agreement in accordance with the provisions of Section 3.6 hereof.

3. MISCELLANEOUS.

3.1 Ownership. Each Key Common Holder represents and warrants to the Investors and the Company that, except as set forth in that certain Voting Agreement dated as of June 14, 2004 (the "Founders Voting Agreement") by and among the Company and certain of its stockholders (a) such Key Common Holder now owns the Key Common Holder Shares set forth in the Company's stock ledger, free and clear of liens or encumbrances, and has not, prior to or on the date of this Agreement, executed or delivered any proxy (other than the Proxy) or entered into any other voting agreement or similar arrangement, other than one which has expired or terminated prior to the date hereof, and (b) such Key Common Holder has full power and capacity to execute, deliver and perform this Agreement, which has been duly executed and delivered by, and evidences the valid and binding obligation of, such Key Common Holder enforceable in accordance with its terms. By executing this Agreement, the Key Common Holders agree that any and all voting agreements, voting trusts, proxies and any other similar voting arrangement other than the Founders Voting Agreement shall be terminated and of no further force and effect; provided, however, that nothing contained herein shall terminate, amend or modify the terms of the Founders Voting Agreement, and the obligations imposed under this Agreement on the parties to the Founders Voting Agreement shall in all respects be subject to the rights and obligations set forth in the Founders Voting Agreement, unless such Founders Voting Agreement is terminated. The Proxy (as defined in the Founders Voting Agreement) or any successor thereof hereby agrees and covenants to vote all shares subject to such agreement in accordance with the provisions and terms of this Agreement. Each Holder that is party to the Founders Voting Agreement agrees and covenants to not change the individual designated as the Proxy unless such individual agrees to become party to this Agreement and be bound by the provisions herein.

3.2 "Market Stand-Off" Agreement. Each Holder hereto hereby agrees that such Holder shall not sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock (or other securities) of the Company held by such Holder (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act; *provided* that:

(a) such agreement shall apply only to the Company's first firm commitment underwritten public offering of its Common Stock registered under the Securities Act.;

(b) all officers and directors of the Company enter into similar agreements; and

(c) all holders of one percent (1%) or more of the outstanding capital stock enter into similar agreements.

The Company agrees to use all reasonable efforts to ensure that the "lock-up" obligation of the Holders under this Section 3.2, and any agreement entered into by the Holders as a result of their obligations under this Section 3.2, shall provide that all Holders will participate on a pro-rata basis in any early release of portions of the securities of any stockholder subject to such "lock-up" obligations.

The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day period.

3.3 Further Action. If and whenever the Key Common Holder Shares are sold, the Key Common Holders or the personal representative of the Key Common Holders shall do all things and execute and deliver all documents and make all transfers, and cause any transferee of the Key Common Holder Shares to do all things and execute and deliver all documents, as may be necessary to consummate such sale consistent with this Agreement.

3.4 Specific Performance. The parties hereto hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to their heirs, personal representatives, or assigns by reason of a failure to perform any of the obligations under this Agreement and agree that the terms of this Agreement shall be specifically enforceable. If any party hereto or his heirs, personal representatives, or assigns institutes any action or proceeding to specifically enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representative has an adequate remedy at law, and such person shall not offer in any such action or proceeding the claim or defense that such remedy at law exists.

3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof.

3.6 Amendment or Waiver.

(a) Except as otherwise expressly provided in Section 2.1 hereof, this Agreement may be amended or terminated or the observance of any term of this Agreement may be waived with respect to all parties to this Agreement (either generally, or in a particular instance, and either retroactively or prospectively) only upon the written consent of (i) the Company, (ii) holders of sixty percent (60%) of the then outstanding Series E Stock, voting as a separate class on an as-converted basis, (iii) the holders of a majority of the then outstanding shares of Common Stock (excluding for this purpose any shares of Common Stock issued upon conversion of Series E Stock) held by Key Common Holders; *provided, however*, that in the event an amendment, modification or waiver adversely affects the rights and/or obligations of any party under this Agreement in a manner materially different from the manner in which it affects the rights and/or obligations of the other parties, such amendment, modification or waiver shall be binding on such adversely affected party only with the written consent of such adversely affected party.

(b) The Company shall give prompt written notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination or waiver. Any amendment, termination or waiver effected in accordance with this Section 3.6 shall be binding on the Company, each of the parties hereto (whether or not such party consented to such amendment or termination) and any assignee of any such party. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

(c) Notwithstanding anything to the contrary herein, the Company shall be entitled to amend **EXHIBIT A** hereto and/or **EXHIBIT B** hereto, as applicable, to add any person or entity that acquires capital stock of the Company, and becomes a party to this Agreement by executing a counterpart signature page hereto (an "Additional Party"), such that such Additional Party is added as follows: (i) such Additional Party acquiring Common Stock shall be added to **EXHIBIT A** hereto, and shall be considered a Key Common Holder for purposes hereunder, (ii) such Additional Party acquiring Series E Stock shall be added to **EXHIBIT B** hereto, and shall be considered an Investor for purposes hereunder, or (iii) such Additional Party acquiring both Common Stock and Series E Stock shall be added to both **EXHIBIT A** and **EXHIBIT B** hereto, and shall be considered as both a Key Common Holder and an Investor for purposes hereunder (provided, however, that only Common Stock held by such Additional Party shall be considered for any provision requiring the approval of holders of Common Stock hereunder, and only the Series E Stock held by such individual shall be considered for any provision requiring the approval of holders of Preferred Stock and/or Investor Shares hereunder). No consent, approval or other action of any other party hereto shall be required for such an amendment by the Company to **EXHIBIT A** and/or **EXHIBIT B** hereof pursuant to this Section 3.6(c). This Section 3.6(c) may only be amended in accordance with the provisions of Section 3.6(a) above.

3.7 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

3.8 Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors and administrators and other legal representatives. The rights and obligations of the Company hereunder may not be assigned without the prior written consent of (i) holders of sixty percent (60%) of the then outstanding Series E Stock, voting as a separate class on an as-converted basis and (ii) the holders of a majority of the then outstanding shares of Common Stock (excluding for this purpose any shares of Common Stock issued upon conversion of Series E Stock) held by Key Common Holders.

3.9 Additional Shares. In the event that subsequent to the date of this Agreement any shares or other securities are issued on, or in exchange for, any of the Key Common Holder Shares or Investor Shares by reason of any stock dividend, stock split, combination of shares, reclassification or the like, such shares or securities shall be deemed to be Key Common Holder Shares or Investor Shares, as the case may be, for purposes of this Agreement.

3.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one instrument.

3.11 Waiver. No waivers of any breach of this Agreement extended by any party hereto to any other party shall be construed as a waiver of any rights or remedies of any other party hereto or with respect to any subsequent breach.

3.12 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of

any kind or character on any party's part of any breach, default or noncompliance under this Agreement or any waiver on such party's part of any provisions or conditions of the Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement by law, or otherwise afforded to any party, shall be cumulative and not alternative.

3.13 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at the address as set forth on the signature page hereof and to any other party at the address appearing on the books of the Company or at such address as the Company, or such party, respectively, may designate by ten (10) days advance written notice to the other parties hereto.

3.14 Entire Agreement. This Agreement and the Exhibits hereto, along with the Purchase Agreement and the other Related Agreements (as defined in the Purchase Agreement) and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement, the Purchase Agreement and the other Related Agreements and the other documents delivered pursuant thereto.

3.15 Aggregation of Stock. In determining the number of Key Common Holder Shares and Investor Shares, as the case may be, owned by a Holder for purposes of exercising rights under this Agreement, all Key Common Holder Shares and Investor Shares, as the case may be, held by Affiliated Parties of such Holder shall be aggregated together (provided that no shares shall be attributed to more than one entity or person within any such group of Affiliated Parties).

3.16 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company shall issue additional shares of its Series E Stock, any purchaser of such shares of Series E Stock shall become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed an "Investor" and a party hereunder unless sixty percent (60%) of the Investor Shares consent otherwise.

3.17 Additional Common Holders. In the event that after the date of this Agreement, the Company issues shares of capital stock to any employee or consultant, which shares constitute one percent (1%) or more of the Company's then outstanding capital stock the Company shall use its best efforts to cause such person to execute a counterpart signature page hereto as a Key Common Holder, and such person shall thereby be bound by, and subject to, all the terms and provisions of this Agreement applicable to a Key Common Holder.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this **VOTING AGREEMENT** as of the date first above written.

COMPANY:

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
David C. Paul
President and Chief Executive Officer

Address:

IN WITNESS WHEREOF, the parties hereto have executed this **VOTING AGREEMENT** as of the date first above written.

KEY COMMON HOLDERS:

4 Spine, LLC

By: /s/ David DeFrancis
Name: David DeFrancis
Title: Manager

/s/ Allison Ager
Allison Ager

/s/ Robert T. Alston
Robert T. Alston

/s/ Neel Anand
Neel Anand

/s/ Nick Ansari
Nick Ansari

Antonio DiSclafani, II, Trustee of the Family Trust created under the Donna L. DiSclafani Five Year GRAT II dated March 16, 2005

By: /s/ Antonio DiSclafani II
Name: Antonio DiSclafani II
Title: Trustee

401k Profit Shareing Plan and Trust of Orthopaedic Associates, P.A. FBO Michael D. Mitchell

By: /s/ Michael D. Mitchell
Name: Michael D. Mitchell, M.D.

/s/ Gregg Albano
Gregg Albano

Amarjit S. Momi Credit Shelter Trust

By: /s/ Charanjit K. Momi
Name: Charanjit K. Momi
Title: Trustee

/s/ Shawn Anderson
Shawn Anderson

/s/ Robert C. Antonelli
Robert C. Antonelli

Antonio DiSclafani, II, Trustee of the GST Nonexempt Family Trust created under the Donna L. DiSclafani Five Year GRAT II dated March 16, 2005

By: /s/ Antonio DiSclafani II
Name: Antonio DiSclafani II
Title: Trustee

/s/ Paul Asdourian
Paul Asdourian

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees, Ocala Neurosurgical Center M.P. Plan, dtd 6-13-02 FBO B. Kaplan

By: /s/ B. Kaplan
Name: B. Kaplan
Title: Co-Trustee

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees, Ocala Neurosurgical Center M.P. Plan, dtd 6-13-02 FBO B. Kaplan

By: /s/ A. DiSclafani
Name: A. DiSclafani
Title: Co-Trustee

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees, Ocala Neurosurgical Center M.P. Plan, dtd 6-13-02 FBO B. Kaplan

By: /s/ M. Oliver
Name: M. Oliver
Title: Co-Trustee

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees, Ocala Neurosurgical Center P.S. Plan, dtd 6-13-02 FBO B. Kaplan

By: /s/ B. Kaplan
Name: B. Kaplan
Title: Co-Trustee

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees, Ocala Neurosurgical Center P.S. Plan, dtd 6-13-02 FBO B. Kaplan

By: /s/ A. DiSclafani
Name: A. DiSclafani
Title: Co-Trustee

B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees, Ocala Neurosurgical Center P.S. Plan, dtd 6-13-02 FBO B. Kaplan

By: /s/ M. Oliver
Name: M. Oliver
Title: Co-Trustee

/s/ Brian Bacon
Brian Bacon

/s/ John P. Baker
John P. Baker

/s/ Kelly J. Baker
Kelly J. Baker

/s/ Roy P. Baker
Roy P. Baker

/s/ Richard A. Balderston
Richard A. Balderston

/s/ Daxes Banit
Daxes Banit

/s/ George Baran
George Baran

/s/ John Christian Barrett
John Christian Barrett

/s/ Cindy Beatty
Cindy Beatty

/s/ Sloan Beatty
Sloan Beatty

/s/ Bernie L. Bell, Jr.
Bernie L. Bell, Jr.

/s/ Byard Bennett
Byard Bennett

/s/ Shalini Bennett
Shalini Bennett

/s/ Cliff Benson, III
Cliff Benson, III

/s/ Clifton L. Benson, Jr.
Clifton L. Benson, Jr.

Berachah Foundation, Inc.

By: /s/ David D. Davidar
Name: David D. Davidar
Title: President

Big Horn Associates, L.L.C.

/s/ David Bibbs
David Bibbs

By: /s/ David DeFrancis
Name: David DeFrancis
Title: Manager

/s/ Kevin Biggs
Kevin Biggs

/s/ Alisha Anne Binder
Alisha Anne Binder

/s/ Randolph Bishop
Randolph Bishop

/s/ Craig Bjelde
Craig Bjelde

/s/ Michael E. Black
Michael E. Black

/s/ Todd Black
Todd Black

/s/ Antoinette Booth
Antoinette Booth

/s/ Dennis Booth
Dennis Booth

/s/ Harry Booth
Harry Booth

/s/ Mark D. Borden
Mark D. Borden

/s/ Susan M. Bowers
Susan M. Bowers

/s/ Michael L. Boyer, II
Michael L. Boyer, II

/s/ Donald O. Bradley, III
Donald O. Bradley, III

/s/ James Branch
James Branch

/s/ Jamie Hanson Branch
Jamie Hanson Branch

/s/ Joseph Edwin Branch
Joseph Edwin Branch

/s/ Laura Caroline Branch
Laura Caroline Branch

/s/ Michael Brannon
Michael Brannon

/s/ Lloyd Keith Brewton
Lloyd Keith Brewton

/s/ Courtney Brown
Courtney Brown

/s/ Jason Timothy Burney
Jason Timothy Burney

C2R Investors LLC

/s/ Phillip Butler
Phillip Butler

By: /s/ Carolina Ceron-Canas
Name: Carolina Ceron-Canas
Title: President

/s/ Dave Cacioppo
Dave Cacioppo

/s/ Carolyn J. Campanella
Carolyn J. Campanella

/s/ Janie W. Cannon
Janie W. Cannon

/s/ Stephen P. Cannon
Stephen P. Cannon

/s/ Helen Cappuccino
Helen Cappuccino

/s/ Kevin Carouge
Kevin Carouge

/s/ Jamie Carroll
Jamie Carroll

/s/ John R. Casteel, II
John R. Casteel, II

/s/ Christopher C. Cavanaugh
Christopher C. Cavanaugh

/s/ Michael C. Chabot
Michael C. Chabot

Charles Schwab & Co. Inc. Custodian for Steven H. Tovey IRA-Rollover 89100044

By: /s/ Steven H. Tovey
Name: Steven H. Tovey
Title: Owner

Charles Schwab & Co. Inc. Custodian for Steven H. Tovey Simple IRA-88910987

By: /s/ Steven H. Tovey
Name: Steven H. Tovey
Title: Owner

/s/ Janet Chelladurai
Janet Chelladurai

/s/ Larisa Cherby
Larisa Cherby

/s/ Thor G. Christensen
Thor G. Christensen

/s/ Richard Colasante
Richard Colasante

/s/ Logan R. Collins
Logan R. Collins

/s/ Mark D. Copeland
Mark D. Copeland

/s/ Charles Crowley
Charles Crowley

/s/ Walter P. Crye, Jr.
Walter P. Crye, Jr.

/s/ Lukasz Curylo
Lukasz Curylo

/s/ Aubrie Cusumano
Aubrie Cusumano

D Team

By: /s/ Frank DeStefano
Name: Frank DeStefano

Daniel Paul 2010 Grantor Retained Annuity Trust U/A 7/20/10

By: /s/ Daniel Paul
Name: Daniel Paul
Title: Trustee

VOTING AGREEMENT
SIGNATURE PAGE

Davidar, David D., Trustee, Davidar 2009 Grantor Retained Annuity Trust U/A 8/6/09

By: /s/ David D. Davidar
Name: David D. Davidar
Title: Trustee

Davidar, John as Custodian for Jadon Davidar under the Pennsylvania Uniform Transfers to Minors Act

By: /s/ John Davidar
Name: John Davidar
Title: Custodian

/s/ Charles Davidar
Charles Davidar

/s/ David D. Davidar
David D. Davidar

/s/ David D. Davidar
David D. Davidar, as joint tenant with the right of survivorship

/s/ Sarah G. Davidar
Sarah G. Davidar, as joint tenants with the right of survivorship

/s/ John Davidar
John Davidar

/s/ Sunitha Davidar
Sunitha Davidar

/s/ Martin J. Dempsey, Jr.
Martin J. Dempsey, Jr.

/s/ David M. Demski
David M. Demski

/s/ Vaneetha Demski
Vaneetha Demski

/s/ Frank DeStefano
Frank DeStefano

/s/ Larry Deutsch
Larry Deutsch

/s/ Robert Deutsch
Robert Deutsch

/s/ Visuvasam Dhanaraj
Visuvasam Dhanaraj

/s/ John Doherty
John Doherty

Donald R. Johnson II 2011 Grantor Retained Annuity Trust I, dated July 1, 2011

By: /s/ Donald R. Johnson
Name: Donald R. Johnson
Title: Trustee

Donna L. DiSclafani and Antonio DiSclafani, II, Co-Trustees of the Donna L. DiSclafani Revocable Trust dated June 7, 1993, as amended

By: /s/ Donna L. DiSclafani
Name: Donna L. DiSclafani
Title: Co-Trustee

/s/ Michael E. Doran
Michael E. Doran

/s/ John Dowling
John Dowling

/s/ Page Benson Dickens
Page Benson Dickens

/s/ Anthony J. DiMarino, III
Anthony J. DiMarino, III

Donald R. Johnson II 2010 Grantor Retained Annuity Trust I, dated July 1, 2010

By: /s/ Donald R. Johnson
Name: Donald R. Johnson
Title: Trustee

Donna L. DiSclafani and Antonio DiSclafani, II, Co-Trustees of the Donna L. DiSclafani Revocable Trust dated June 7, 1993, as amended

By: /s/ Antonio DiSclafani, II
Name: Antonio DiSclafani, II
Title: Co-Trustee

Donna L. DiSclafani, Trustee of the Donna L. DiSclafani Grantor Retained Annuity Trust III dated September 16, 2009

By: /s/ Donna L. DiSclafani
Name: Donna L. DiSclafani
Title: Trustee

/s/ John D. Dorchak
John D. Dorchak

/s/ William Duffield, Jr.
William Duffield, Jr.

/s/ Christopher Duneske
Christopher Duneske

/s/ James W. Dwyer
James W. Dwyer

/s/ Howard Dyer
Howard Dyer

/s/ Christopher Eddy
Christopher Eddy

/s/ Willie S. Edwards, Jr.
Willie S. Edwards, Jr.

/s/ David M. Ellis
David M. Ellis

/s/ Jeyakaran Emmanuel
Jeyakaran Emmanuel

/s/ Juanita H. Emmett
Juanita H. Emmett

Equity Trust Company Custodian FBO: Lawrence J. Gerrans IRA

/s/ Phillip G. Esce
Phillip G. Esce

By: /s/ Lawrence J. Gerrans
Name: Lawrence J. Gerrans

/s/ Mark Etheridge
Mark Etheridge

/s/ Patricia L. Farnquist
Patricia L. Farnquist

/s/ Ira L. Fedder
Ira L. Fedder

/s/ Michael F. Ferreri
Michael F. Ferreri

/s/ Jason Ferris
Jason Ferris

First Clearing, LLC FBO Vincent J. Silvaggio IRA

By: /s/ Vincent J. Silvaggio
Name: Vincent J. Silvaggio

First Clearing, LLC for the benefit of John Doherty

By: /s/ John Doherty
Name: John Doherty

First Clearing, LLC for the benefit of John Dowling

By: /s/ John Dowling
Name: John Dowling

/s/ Robert E. Flandry, Jr.
Robert E. Flandry, Jr.

/s/ David Fowler
David Fowler

/s/ Stephen R. Froehlich
Stephen R. Froehlich

/s/ Craig W. Fultz
Craig W. Fultz

Gary A. Dix , LLC

By: /s/ Gary A. Dix
Name: Gary A. Dix
Title: Manager

/s/ Karen M. Giordano
Karen M. Giordano

Girouard Childrens Trust, Marcia Currie Trustee

By: /s/ Marcia Currie
Name: Marcia Currie
Title: Trustee

/s/ Stephen Fisher
Stephen Fisher

/s/ Charles Stephen Foster, Jr.
Charles Stephen Foster, Jr.

/s/ Farhang Fracyon
Farhang Fracyon

/s/ Dale W. Gaines
Dale W. Gaines

/s/ Manny Gaspar
Manny Gaspar

/s/ Elise Girasole
Elise Girasole

/s/ Lisa Glassner
Lisa Glassner

Glastein Capital Investors, LLC

/s/ Michael Glassner
Michael Glassner

By: /s/ Cary D. Glastein
Name: Cary D. Glastein
Title: Managing Partner

/s/ Chad Glerum
Chad Glerum

/s/ Michael Goldman
Michael Goldman

/s/ Jeffrey Gordon
Jeffrey Gordon

/s/ Joseph B. Gossman
Joseph B. Gossman

/s/ Raul Granillo
Raul Granillo

/s/ Nicholas A. Grimaldi
Nicholas A. Grimaldi

/s/ Brinal Gupta
Brinal Gupta

/s/ Matthew Hansell
Matthew Hansell

/s/ Noah Hansell
Noah Hansell

/s/ Gregg E. Harris, Jr.
Gregg E. Harris, Jr.

/s/ Robert L. Hash
Robert L. Hash

/s/ Grant Haugen
Grant Haugen

/s/ Ryan H. Hendricks
Ryan H. Hendricks

/s/ Stephan Hess
Stephan Hess

/s/ Terry A. Hill
Terry A. Hill

/s/ Jerry H. Huber
Jerry H. Huber

/s/ Aditya V. Ingalhalikar
Aditya V. Ingalhalikar

/s/ David Michael Iott
David Michael Iott

/s/ Nancy Wise Iott
Nancy Wise Iott

IRA FBO Randolph C. Bishop Pershing LLC as Custodian

By: /s/ Larry Sanariago
Name: Larry Sanariago
Title: SPV

/s/ Paul Iswariah
Paul Iswariah

/s/ Stefanie L. Hill
Stefanie L. Hill

/s/ Julie Hinojosa
Julie Hinojosa

/s/ Dante Implicito
Dante Implicito

/s/ Andrew Iott
Andrew Iott

/s/ Matthew David Iott
Matthew David Iott

/s/ Nicholas Jon Iott
Nicholas Jon Iott

IRA NFS LLC/FMTC FBO: Lance Gomez Acct: 670-584576

By: /s/ Lance Gomez
Name: Lance Gomez
Title: President

J. Bard McLean, Inc. Profit Sharing

By: /s/ J. Derek McLean
Name: J. Derek McLean
Title: President

VOTING AGREEMENT
SIGNATURE PAGE

/s/ Arthur James
Arthur James

/s/ Dhinakaran James
Dhinakaran James

Johnson Family Investments, LLC

/s/ James Jamison
James Jamison

By: /s/ John D. Johnson, Jr.
Name: John D. Johnson, Jr.

/s/ David Johnston
David Johnston

/s/ Dennis J. Jones
Dennis J. Jones

Kanter, Geoffrey E. and Arnold M. Zaff, Trustees, GST Exempt Trust U/Will Richard T. Kanter

/s/ Fred Ingram Jones, Jr.
Fred Ingram Jones, Jr.

By: /s/ Geoffrey E. Kanter
Name: Geoffrey E. Kanter
Title: Co-Trustee

Kanter, Geoffrey E. and Arnold M. Zaff, Trustees, GST Exempt Trust U/Will Richard T. Kanter

By: /s/ Arnold M. Zaff
Name: Arnold M. Zaff
Title: Co-Trustee

Karen M. Tovey, Trustee of the Karen M. Tovey Grantor Retained Annity Trust dated November 19, 2007

By: /s/ Karen M. Tovey
Name: Karen M. Tovey
Title: Trustee

/s/ Michael Keegan
Michael Keegan

/s/ John Kendle
John Kendle

/s/ Glenn Kenney
Glenn Kenney

/s/ Richard Kienzle
Richard Kienzle

/s/ Jennifer Kiss
Jennifer Kiss

/s/ David G. Kitchens
David G. Kitchens

/s/ Gary Klass
Gary Klass

/s/ Scott A. Kline
Scott A. Kline

KM Medical

/s/ Donald K. Kolletzki
Donald K. Kolletzki

By: /s/ Karen M. Tovey
Name: Karen M. Tovey
Title: President

/s/ Nilesh N. Kotecha
Nilesh N. Kotecha

/s/ Terrence Koziara
Terrence Koziara

/s/ David Kraus
David Kraus

/s/ Nazariy Krokhtyak
Nazariy Krokhtyak

/s/ Edward H. Kuckens
Edward H. Kuckens

/s/ Anjali Samuel Kukde
Anjali Samuel Kukde

/s/ Deepa Praveen Kumar
Deepa Praveen Kumar

/s/ Christopher A. Lacy
Christopher A. Lacy

/s/ Carolyn Elizabeth Landman
Carolyn Elizabeth Landman

/s/ Eric C. Landman
Eric C. Landman

/s/ Steven D. Landman
Steven D. Landman

/s/ Daniel Laskowitz
Daniel Laskowitz

/s/ Carl Lauryssen
Carl Lauryssen

/s/ Dawn Laverty
Dawn Laverty

/s/ Andrew Lee
Andrew Lee

/s/ Jason Leigl
Jason Leigl

/s/ Michael J. Lentz
Michael J. Lentz

/s/ Robert M. Lester
Robert M. Lester

/s/ Craig S. Liberatore
Craig S. Liberatore

/s/ Ralph H. Liberatore
Ralph H. Liberatore

/s/ James G. Lindley, Jr.
James G. Lindley, Jr.

/s/ Stephanie Long
Stephanie Long

/s/ Steven C. Ludwig
Steven C. Ludwig

/s/ Shawn Luna
Shawn Luna

/s/ Diana S. Malcolm
Diana S. Malcolm

/s/ James R. Malcolm
James R. Malcolm

/s/ Brian Malm
Brian Malm

/s/ Timothy P. Mann
Timothy P. Mann

/s/ Edward K. Mark, Jr.
Edward K. Mark, Jr.

/s/ Jeffrey D. Martin
Jeffrey D. Martin

/s/ Michael Martin
Michael Martin

/s/ Jason Mayfield
Jason Mayfield

/s/ Paul C. McAfee
Paul C. McAfee

McCanney & Associates, Inc.

/s/ Joshua McCloskey
Joshua McCloskey

By: /s/ Mark McCanney
Name: Mark McCanney
Title: President

/s/ Jeffrey R. McConnell
Jeffrey R. McConnell

/s/ Stephen C. McFee
Stephen C. McFee

/s/ Jared A. McGrath
Jared A. McGrath

/s/ J. Derek McLean
J. Derek McLean

/s/ William Mcnett
William Mcnett

/s/ Jane Branch McRee
Jane Branch McRee

Medvest, LLC

/s/ Michael J. Melchionni
Michael J. Melchionni

By: /s/ Chris Tomaras
Name: Chris Tomaras
Title: President

Millennium Trust Company, LLC Cust. FBO Joan Crosby Coney, IRA # 21354D836

/s/ Christopher B. Michelsen
Christopher B. Michelsen

By: /s/ Joan Coney
Name: Joan Coney

/s/ Thomas Miller
Thomas Miller

/s/ Paul W. Millhouse
Paul W. Millhouse

/s/ William L. Mills
William L. Mills

/s/ Diane Mitchell
Diane Mitchell

/s/ Ryan Moore
Ryan Moore

/s/ John P. Mulgrew
John P. Mulgrew

/s/ John Murphy
John Murphy

Neuro Spine Ventures LLC

By: /s/ Andrew T. Rock
Name: Andrew T. Rock
Title: Managing Partner

/s/ David Mitchell
David Mitchell

/s/ Kathleen M. Mitchell
Kathleen M. Mitchell

Morgan Keegan & Co. Custodian for Andrew T. Rock SEP-IRA
70417068-1

By: /s/ Andrew T. Rock
Name: Andrew T. Rock
Title: SEP IRA Owner

/s/ Rob Mulligan
Rob Mulligan

/s/ Andrew Brett Murphy
Andrew Brett Murphy

/s/ Jason Nash
Jason Nash

NeuroMaxx Surgical, Inc.

By: /s/ Brad Odom
Name: Brad Odom
Title: Principal

NFS FBO Antoinette Booth IRA ACC# 675-353680

By: /s/ Antoinette Booth
Name: Antoinette Booth

/s/ Marcin Niemiec
Marcin Niemiec

Ocean Spine LLC

By: /s/ Doug Sarmousakis
Name: Doug Sarmousakis
Title: Distribution Principal

/s/ Mark D. Oliver
Mark D. Oliver

/s/ Karen Olson
Karen Olson

/s/ Patrick S. O'Neill
Patrick S. O'Neill

/s/ Lisa W. Pandelidis
Lisa W. Pandelidis

/s/ James Parolie
James Parolie

NFS FBO Harry Booth IRA ACC# 675-353671

By: /s/ Harry Booth
Name: Harry Booth

/s/ Michael O'Brien
Michael O'Brien

/s/ Cindy S. Oliver
Cindy S. Oliver

/s/ Raymond L. Oliver
Raymond L. Oliver

/s/ Terrance D. Olson
Terrance D. Olson

/s/ Thomas Parker
Thomas Parker

/s/ Jason M. Pastor
Jason M. Pastor

Paul, David C., as Trustee of the David C. Paul 2010 Grantor Retained Annuity Trust U/A 4/6/10

/s/ Nirali Patel
Nirali Patel

By: /s/ David C. Paul
Name: David C. Paul
Title: Trustee

/s/ Daniel Paul
Daniel Paul

/s/ Daniel S. Paul
Daniel S. Paul

/s/ David C. Paul
David C. Paul

/s/ Sonali Paul
Sonali Paul

/s/ Preetha Paul
Preetha Paul

/s/ James T. Pauwels
James T. Pauwels

/s/ Steven Payne
Steven Payne

/s/ Jeffrey W. Peary
Jeffrey W. Peary

/s/ Walter C. Peppelman, Jr.
Walter C. Peppelman, Jr.

/s/ R. Keith Perkins
R. Keith Perkins

/s/ Khiem Pham
Khiem Pham

Philip, Jayanthi as custodian for Jachin Philip under the PA Uniform Transfers to Minors Act

By: /s/ John Davidar
Name: John Davidar
Title: Custodian

/s/ Gladstone K. Philip
Gladstone K. Philip

/s/ Matthew Frank Philips
Matthew Frank Philips

/s/ Steve Poletti
Steve Poletti

/s/ Daniel A. Pontecorvo
Daniel A. Pontecorvo

Powers Family Descendants Trust

By: /s/ Peri A. DeOrio
Name: Peri A. DeOrio
Title: Trustee

/s/ Shairali Rao
Shairali Rao

Philip, Jayanthi as custodian for Jonan Philip under the PA Uniform Transfers to Minors Act

By: /s/ John Davidar
Name: John Davidar
Title: Custodian

/s/ Jayanthi Philip
Jayanthi Philip

/s/ Edward A. Pinkos, Jr.
Edward A. Pinkos, Jr.

/s/ Ray Polito
Ray Polito

Powers Family Descendants Trust

By: /s/ Alexandros D. Powers
Name: Alexandros D. Powers
Title: Grantor to Trust

/s/ Peter D. Quick
Peter D. Quick

RBC Dain Rauscher Custodian FBO Paul Asdourian IRA

By: /s/ Paul Asdourian
Name: Paul Asdourian, MD

/s/ Edward Reilley
Edward Reilley

/s/ David S. Rendall
David S. Rendall

/s/ Samuel J. Rendall
Samuel J. Rendall

/s/ Gregory L. Rhinehart
Gregory L. Rhinehart

/s/ William S. Rhoda
William S. Rhoda

/s/ Richard Richardson
Richard Richardson

/s/ Julie Robbins
Julie Robbins

/s/ Paul V. Robbins
Paul V. Robbins

/s/ R. Phil Roof, Jr.
R. Phil Roof, Jr.

/s/ Steven L. Rotola
Steven L. Rotola

/s/ David Rubenstein
David Rubenstein

/s/ Scott A. Rushton
Scott A. Rushton

/s/ J. Nicole Rutz
J. Nicole Rutz

/s/ Kevin D. Rutz
Kevin D. Rutz

Saint Francis Growth Fund

/s/ Chad Weldon Saunders
Chad Weldon Saunders

By: /s/ Kevin J. Makley
Name: Kevin J. Makley
Title: President

Schultz Ventures, LLC

/s/ Carla Schaaphok
Carla Schaaphok

By: /s/ Karl D. Schultz Jr.
Name: Karl D. Schultz Jr.
Title: Managing Partner

/s/ Arnold M. Schwartz
Arnold M. Schwartz

/s/ Suken A. Shah
Suken A. Shah

/s/ Adam H. Shain
Adam H. Shain

/s/ Lewis S. Sharps
Lewis S. Sharps

/s/ Melanie Sharps
Melanie Sharps

/s/ Joshua L. Shiels
Joshua L. Shiels

/s/ Ouida Simpson
Ouida Simpson

/s/ Selwyn Simpson
Selwyn Simpson

/s/ Rupinder Singh
Rupinder Singh

/s/ Amit Sinha
Amit Sinha

/s/ David N. Smith
David N. Smith

/s/ Michael L. Smith
Michael L. Smith

Spine Capital Partners II, LLC

/s/ Patrick Smith
Patrick Smith

By: /s/ Dale W. Gaines
Name: Dale W. Gaines
Title: Owner

Spine Capital Partners, LLC

By: /s/ Dale W. Gaines
Name: Dale W. Gaines
Title: Manager

/s/ Don O. Stovall, Jr.
Don O. Stovall, Jr.

/s/ Brian J. Sullivan
Brian J. Sullivan

/s/ John Sutcliffe
John Sutcliffe

/s/ Douglas C. Sutton
Douglas C. Sutton

/s/ Michael R. Tanner
Michael R. Tanner

/s/ Frederick A. Tecce
Frederick A. Tecce

The 2010 Kamaldeep S. Momi Family Dynasty Trust
DTD 9-14-2010

By: /s/ Navjot Singh
Name: Navjot Singh
Title: Trustee

/s/ Scott C. Stein
Scott C. Stein

/s/ Jerry Stovall
Jerry Stovall

/s/ Laurie Summers
Laurie Summers

/s/ Cynthia Maurer Sutton
Cynthia Maurer Sutton

/s/ Brandon Tanguay
Brandon Tanguay

TECHNOMED HOLDINGS LLC

By: /s/ Lawrence J. Binder, Jr.
Name: Lawrence J. Binder, Jr.
Title: Manager

/s/ Gregory Scott Thompson
Gregory Scott Thompson

/s/ Duane Tice
Duane Tice

/s/ Trenton T. Tillman, III
Trenton T. Tillman, III

/s/ Karen M. Tovey
Karen M. Tovey

/s/ Jason C. Travis
Jason C. Travis

/s/ Sue Tremlett
Sue Tremlett

/s/ G. Todd Turner
G. Todd Turner

/s/ Tisha Sue Turner
Tisha Sue Turner

/s/ Leon Turo
Leon Turo

/s/ Joseph T. Ullrich
Joseph T. Ullrich

/s/ Candace A. Undercuffler
Candace A. Undercuffler

/s/ W. Christopher Urban
W. Christopher Urban

/s/ Luke A. Urtz
Luke A. Urtz

/s/ Paul P. Vessa
Paul P. Vessa

/s/ Todd K. Volk
Todd K. Volk

/s/ John Wadsworth
John Wadsworth

/s/ Richard Washburn
Richard Washburn

/s/ Kimberly Weaner
Kimberly Weaner

/s/ Jonathan Weller
Jonathan Weller

/s/ Jane R. Wendt
Jane R. Wendt

Whynot LLC

By: /s/ Mark Christensen
Name: Mark Christensen
Title: Manager

/s/ Malcolm Williams
Malcolm Williams

/s/ Brian Wise
Brian Wise

/s/ Lizbeth Branch Wright
Lizbeth Branch Wright

/s/ Carol M. Wildermuth
Carol M. Wildermuth

/s/ Thomas A.S. Wilson, Jr.
Thomas A.S. Wilson, Jr.

/s/ Steven B. Wolf
Steven B. Wolf

/s/ Arthur C. Wotiz
Arthur C. Wotiz

/s/ James Wurtz
James Wurtz

/s/ Michal Zentko
Michal Zentko

IN WITNESS WHEREOF, the parties hereto have executed this **VOTING AGREEMENT** as of the date first above written.

INVESTOR(S):

CLARUS LIFESCIENCES I, L.P.

By its General Partner, Clarus Ventures I GP, LP
By its General Partner, Clarus Ventures I, LLC

By: /s/ Robert W. Liptak
Robert W. Liptak
Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this **VOTING AGREEMENT** as of the date first above written.

INVESTOR:

AIG ANNUITY INSURANCE COMPANY

By: /s/ Marc H. Gamsin
Print Name: Marc H. Gamsin
Title: Vice President

INVESTOR:

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

By: /s/ Marc H. Gamsin
Print Name: Marc H. Gamsin
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this **VOTING AGREEMENT** as of the date first above written.

INVESTOR:

GOLDMAN SACHS & CO., ON BEHALF OF ITS PRINCIPAL STRATEGIES GROUP

By: /s/ Kenneth H. Eberts III
Print Name: Kenneth H. Eberts III
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this **VOTING AGREEMENT** as of the date first above written.

INVESTOR:

GS DIRECT, L.L.C.

BY: /s/ Gerry Cardinale
NAME: Gerry Cardinale
TITLE: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this **VOTING AGREEMENT** as of the date first above written.

INVESTOR(S):

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004, L.P.

By: Goldman Sachs PEP 2004 Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jennifer Barbetta
Print Name: Jennifer Barbetta
Title: Authorized Signatory

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 EMPLOYEE FUND, L.P.

By: Goldman Sachs PEP 2004 Employee Funds GP, L.L.C., General Partner

By: /s/ Jennifer Barbetta
Print Name: Jennifer Barbetta
Title: Authorized Signatory

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 OFFSHORE HOLDINGS, L.P.

By: Goldman Sachs PEP 2004 Offshore Holdings Advisors, Inc., General Partner

By: /s/ Jennifer Barbetta
Print Name: Jennifer Barbetta
Title: Authorized Signatory

GS PRIVATE EQUITY PARTNERS 2002 – DIRECT INVESTMENT FUND, L.P.

By: GS PEP 2002 Direct Investment Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jennifer Barbetta
Print Name: Jennifer Barbetta
Title: Authorized Signatory

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 - DIRECT INVESTMENT FUND, L.P.

By: Goldman Sachs PEP 2004 Direct Investment Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jennifer Barbetta
Print Name: Jennifer Barbetta
Title: Authorized Signatory

MULTI-STRATEGY HOLDINGS, L.P.

By: Multi-Strategy Holdings Offshore Advisors, Inc., General Partner

By: /s/ Jennifer Barbetta
Print Name: Jennifer Barbetta
Title: Authorized Signatory

GOLDMAN SACHS INVESTMENT PARTNERS MASTER FUND, L.P.

By: /s/ Michelle Barone
Print Name: Michelle Barone
Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY CONCENTRATED HEALTHCARE FUND OFFSHORE HOLDINGS, L.P.

By: /s/ Ryan Boucher
Print Name: Ryan Boucher
Title: Vice President

EXHIBIT A

LIST OF KEY COMMON HOLDERS

NAME OF KEY COMMON HOLDERS

4 Spine, LLC
Allison Ager
Gregg Albano
Robert T. Alston
Neel Anand
Shawn Anderson
Nick Ansari
Robert C. Antonelli
Paul Asdourian
RBC Dain Rauscher Custodian FBO Paul Asdourian IRA
Brian Bacon
B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees, Ocala Neurosurgical Center M.P. Plan, dtd 6-13-02 FBO B. Kaplan
B. Kaplan, A. DiSclafani and M. Oliver, CoTrustees, Ocala Neurosurgical Center P.S. Plan, dtd 6-13-02 FBO B. Kaplan
John P. Baker
Kelly J. Baker
Roy P. Baker
Richard A. Balderston
Daxes Banit
George Baran
John Christian Barrett
Cindy Beatty
Sloan Beatty
Bernie L. Bell
Byard Bennett
Shalini Bennett
Cliff III Benson
Jr. Clifton Benson
Berachah Foundation, Inc.
David Bibbs
Big Horn Associates, L.L.C.
Kevin Biggs
Alisha Anne Binder
Randolph Bishop
IRA FBO Randolph C. Bishop Pershing LLC as Custodian
Craig Bjelde
Michael E. Black
Todd Black

EXHIBIT A
VOTING AGREEMENT

Dennis Booth
Antoinette Booth
Harry Booth
NFS FBO Harry Booth IRA ACC# 675-353671
NFS FBO Antoinette Booth IRA ACC# 675-353680
Mark D. Borden
Susan M. Bowers
Michael L. Boyer
III Donald Bradley
James Branch
Jamie Hanson Branch
Joseph Edwin Branch
Laura Caroline Branch
Michael Brannon
Lloyd Keith Brewton
Courtney Brown
Jason Timothy Burney
Phillip Butler
C2R Investors LLC
Dave Cacioppo
Carolyn J. Campanella
Janie W. Cannon
Stephen P. Cannon
Helen Cappuccino
Kevin Carouge
Jamie Carroll
II John Casteel
Christopher C. Cavanaugh
Michael C. Chabot
Janet Chelladurai
Larisa Cherby
Thor G. Christensen
Richard Colasante
Logan R. Collins
Millennium Trust Company, LLC Cust. FBO Joan Crosby Coney, IRA # 21354D836
Mark D. Copeland
Charles Crowley
Jr. Walter Crye
Lukasz Curylo
Aubrie Cusumano
D Team
Charles Davidar
David D. Davidar
David D. Davidar

Exhibit A
VOTING AGREEMENT

Sarah G. Davidar, joint tenants with the right of survivorship
Davidar, David D., Trustee, Davidar 2009 Grantor Retained Annuity Trust U/A 8/6/09
John Davidar
Sunitha Davidar
Davidar, John, as Custodian for Jadon Davidar pursuant to the PA Uniform Transfers to Minors Act
Martin J. Dempsey
David M. Demski
Vaneetha Demski
Frank DeStefano
Larry Deutsch
Robert Deutsch
Visuvasam Dhanaraj
Page Benson Dickens
Anthony J. DiMarino
Donna L. DiSclafani and Antonio DiSclafani, II, Co-Trustees of the Donna L. DiSclafani Revocable Trust dated June 7, 1993, as amended
Antonio DiSclafani, II, Trustee of the Family Trust created under the Donna L. DiSclafani Five Year GRAT II dated March 16, 2005
Antonio DiSclafani, II, Trustee of the GST Nonexempt Family Trust created under the Donna L. DiSclafani Five Year GRAT II dated March 16, 2005
Donna L. DiSclafani, Trustee of the Donna L. DiSclafani Grantor Retained Annuity Trust III dated September 16, 2009
John Doherty
First Clearing, LLC for the benefit of John Doherty
Michael E. Doran
John D. Dorchak
John Dowling
First Clearing, LLC for the benefit of John Dowling
Jr. William Duffield
Christopher Duneske
James W. Dwyer
Howard Dyer
Christopher Eddy
Willie S. Edwards
David M. Ellis
Jeyakaran Emmanuel
Juanita H. Emmett
Equity Trust Company Custodian FBO: Lawrence J. Gerrans IRA
Phillip G. Esce
Mark Etheridge
Patricia L. Farnquist
Ira L. Fedder
Michael F. Ferreri
Jason Ferris
First Clearing, LLC FBO Vincent J. Silvaggio IRA
Stephen Fisher

Exhibit A
VOTING AGREEMENT

Robert E. Flandry
Charles Stephen Foster
David Fowler
Farhang Fracyon
Stephen R. Froehlich
Craig W. Fultz
Dale W. Gaines
Gary A. Dix , LLC
Manny Gaspar
Karen M. Giordano
Elise Girasole
Girouard Childrens Trust, Marcia Currie Trustee
Lisa Glassner
Michael Glassner
Glastein Capital Investors, LLC
Chad Glerum
Michael Goldman
IRA NFS LLC/FMTC FBO: Lance Gomez Acct: 670-584576
Jeffrey Gordon
Joseph B. Gossman
Raul Granillo
Nicholas A. Grimaldi
Brinal Gupta
Matthew Hansell
Noah Hansell
Jr. Gregg Harris
Robert L. Hash
Grant Haugen
Ryan H. Hendricks
Stephan Hess
Stefanie L. Hill
Terry A. Hill
Julie Hinojosa
Jerry H. Huber
Dante Implicito
Aditya V. Ingalhalikar
Andrew Iott
David Michael Iott
Matthew David Iott
Nancy Wise Iott
Nicholas Jon Iott
Paul Iswariah
Arthur James
Dhinakaran James

Exhibit A
VOTING AGREEMENT

James Jamison
Family Investments Johnson
Donald R. Johnson II 2010 Grantor Retained Annuity Trust I, dated July 1, 2010
Donald R. Johnson II 2011 Grantor Retained Annuity Trust I, dated July 1, 2011
David Johnston
Dennis J. Jones
Fred Ingram Jones
Kanter, Geoffrey E. and Arnold M. Zaff, Trustees, GST Exempt Trust U/Will Richard T. Kanter
Michael Keegan
John Kendle
Glenn Kenney
Richard Kienzle
Jennifer Kiss
David G. Kitchens
Gary Klass
Scott A. Kline
KM Medical
Donald K. Kolletzki
Nilesh N. Kotecha
Terrence Koziara
David Kraus
Nazariy Krokhtyak
Edward H. Kuckens
Anjali Samuel Kukde
Deepa Praveen Kumar
Christopher A. Lacy
Carolyn Elizabeth Landman
Eric C. Landman
Steven D. Landman
Daniel Laskowitz
Carl Lauryssen
Dawn Laverty
Andrew Lee
Jason Leigl
Michael J. Lentz
Robert M. Lester
Craig S. Liberatore
Ralph H. Liberatore
James G. Lindley
Stephanie Long
Steven C. Ludwig
Shawn Luna
Diana S. Malcolm
James R. Malcolm

Exhibit A
VOTING AGREEMENT

Brian Malm
Timothy P. Mann
Edward K. Mark
Jeffrey D. Martin
Michael Martin
Jason Mayfield
Paul C. McAfee
Stephen C. McFee
McCanney & Associates, Inc.
Joshua McCloskey
Jeffrey R. McConnell
Jared A. McGrath
J. Bard McLean, Inc. Profit Sharing Plan
J. Derek McLean
William Mcnett
Jane Branch McRee
Medvest, LLC
Michael J. Melchionni
Christopher B. Michelsen
Thomas Miller
Paul W. Millhouse
William L. Mills
David Mitchell
Diane Mitchell
Kathleen M. Mitchell
Amarjit S. Momi Credit Shelter Trust
The 2010 Kamaldeep S. Momi Family Dynasty Trust DTD 9-14-2010
Ryan Moore
John P. Mulgrew
Rob Mulligan
Andrew Brett Murphy
John Murphy
Jason Nash
Neuro Spine Ventures LLC
NeuroMaxx Surgical, Inc.
Marcin Niemiec
Michael O'Brien
Ocean Spine LLC
Cindy S. Oliver
Mark D. Oliver
Raymond L. Oliver
Karen Olson
Terrance D. Olson
Patrick S. O'Neill

Exhibit A
VOTING AGREEMENT

Lisa W. Pandelidis
Thomas Parker
James Parolie
Jason M. Pastor
Nirali Patel
Daniel Paul 2010 Grantor Retained Annuity Trust U/A 7/20/10
Daniel Paul
Daniel S. Paul
Preetha Paul
David C. Paul
David C. Paul
Sonali Paul
Paul, David C., as Trustee of the David C. Paul 2010 Grantor Retained Annuity Trust U/A 4/6/10
James T. Pauwels
Steven Payne
Jeffrey W. Peary
Walter C. Peppelman
R. Keith Perkins
Khiem Pham
Gladstone K. Philip
Jayanthi Philip
Philip, Jayanthi as custodian for Jachin Philip under the PA Uniform Transfers to Minors Act
Philip, Jayanthi as custodian for Jonan Philip under the PA Uniform Transfers to Minors Act
Matthew Frank Philips
Jr. Edward Pinkos
Steve Poletti
Ray Polito
Daniel A. Pontecorvo
Powers Family Descendants Trust
Peter D. Quick
Shairali Rao
Edward Reilley
David S. Rendall
Samuel J. Rendall
Gregory L. Rhinehart
William S. Rhoda
Richard Richardson
Julie Robbins
Paul V. Robbins
Morgan Keegan & Co. Custodian for Andrew T. Rock SEP-IRA 70417068-1
R. Phil Roof
Steven L. Rotola
David Rubenstein
Scott A. Rushton

Exhibit A
VOTING AGREEMENT

J. Nicole Rutz
Kevin D. Rutz
Saint Francis Growth Fund
Chad Weldon Saunders
Carla Schaaphok
Schultz Ventures, LLC
Arnold M. Schwartz
Suken A. Shah
Adam H. Shain
Lewis S. Sharps
Melanie Sharps
Joshua L. Shiels
Amit Sinha
Ouida Simpson
Selwyn Simpson
Rupinder Singh
David N. Smith
Michael L. Smith
Patrick Smith
Spine Capital Partners, LLC
Spine Capital Partners II, LLC
Scott C. Stein
Don O. Stovall
Jerry Stovall
Brian J. Sullivan
Laurie Summers
John Sutcliffe
Cynthia Maurer Sutton
Douglas C. Sutton
Brandon Tanguay
Michael R. Tanner
Frederick A. Tecce
TECHNOMED HOLDINGS LLC
Gregory Scott Thompson
Duane Tice
III Trenton Tillman
Karen M. Tovey
Karen M. Tovey, Trustee of the Karen M. Tovey Grantor Retained Annity Trust dated November 19, 2007
Charles Schwab & Co. Inc. Custodian for Steven H. Tovey IRA-Rollover 89100044
Charles Schwab & Co. Inc. Custodian for Steven H. Tovey Simple IRA-88910987
Jason C. Travis
Sue Tremlett
G. Todd Turner

Exhibit A
VOTING AGREEMENT

Tisha Sue Turner
Leon Turo
Joseph T. Ullrich
Candace A. Undercuffler
W. Christopher Urban
Luke A. Urtz
Paul P. Vessa
Todd K. Volk
John Wadsworth
Richard Washburn
Kimberly Weaner
Jonathan Weller
Jane R. Wendt
Whynot LLC
Carol M. Wildermuth
Malcolm Williams
Thomas A.S. Wilson, Jr.
Brian Wise
Steven B. Wolf
Arthur C. Wotiz
Lizbeth Branch Wright
James Wurtz
Michal Zentko

Exhibit A
VOTING AGREEMENT

EXHIBIT B

SCHEDULE OF INVESTORS

Name of Investor

Clarus Lifesciences I, L.P.
GS Direct, L.L.C.
Goldman Sachs Investment Partners Master Fund, L.P.
Goldman Sachs Private Equity Concentrated Healthcare Fund Offshore Holdings, L.P.
Goldman Sachs Private Equity Partners 2004, L.P.
Goldman Sachs Private Equity Partners 2004 Offshore Holdings, L.P.
Goldman Sachs Private Equity Partners 2004 – Direct Investment Fund, L.P.
Goldman Sachs Private Equity Partners 2004 Employee Fund, L.P.
GS Private Equity Partners 2002 – Direct Investment Fund, L.P.
Multi-Strategy Holdings, L.P.
AIG Annuity Insurance Company
The Variable Annuity Life Insurance Company
Troy Fukumoto

EXHIBIT B
VOTING AGREEMENT

Exhibit 10.3

GLOBUS MEDICAL, INC.

FIRST AMENDMENT TO
VOTING AGREEMENT

This First Amendment to Voting Agreement (this "***Amendment***"), dated as of the 4th day of April 2011, is entered into by and among Globus Medical, Inc., a Delaware corporation (the "***Company***"), the undersigned holders of shares of the Company's Series E Preferred Stock, and the undersigned holders of shares of the Company's Common Stock, all of whom are party to that certain Voting Agreement (the "***Voting Agreement***") dated as of July 23, 2007, by and among the Company and certain of its stockholders. Capitalized terms used herein that are not otherwise defined herein shall have the meanings given them in the Voting Agreement.

WHEREAS, the Company desires to increase the size of its Board of Directors from five to seven; and

WHEREAS, in connection therewith, the undersigned desire to amend the Voting Agreement to establish the rights of the holders of the various classes of the Company's capital stock with respect to the election of directors; and

WHEREAS, Section 3.6(a) of the Voting Agreement provides that the Voting Agreement may be amended only with the written consent of (i) the Company, (ii) holders of sixty percent (60%) of the then outstanding Series E Stock, voting as a separate class on an as-converted basis, and (iii) the holders of a majority of the then outstanding shares of Common Stock held by Key Common Holders;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby amend the Voting Agreement and agree as follows:

1. Amendment of Voting Agreement. The Stock Sale Agreement is hereby amended by deleting Section 1.3(b) thereof in its entirety and amending and restating such Section 1.3(b) as follows:

> "**(b)** For so long as holders of the Company's Class A Common Stock and Class B Common Stock are entitled under the Certificate of Incorporation, voting as a separate class, to elect five (5) members of the Board (the " Common Directors"), the Common Directors shall be five (5) individuals nominated by holders of a majority of the then outstanding Key Common Holder Shares. Any vote or action by written consent taken to remove any director elected pursuant to this Section 1.3(b), or to fill any vacancy created by the resignation, removal or death of a director elected pursuant to this Section 1.3(b), shall also be subject to the provisions of this Section 1.3(b). The Series E Directors and Common Directors are collectively referred to herein as " Designated Directors.""

2. Counterparts; Facsimile Signatures. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but which, when taken together, shall constitute by one instrument. One or more counterparts of this Amendment or any exhibit hereto may be delivered via facsimile, with the intention that they shall have the same effect as an original counterpart hereof.

3. Effect on Voting Agreement. Except as specifically, provided herein, the Voting Agreement shall remain in full force and effect. Except as specifically provided above, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Company, the Investors or the Key Common Holders under the Voting Agreement.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws provisions thereof.

[Signature page follows.]

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

COMPANY:

GLOBUS MEDICAL, INC.

By: /s/ David C. Paul
David C. Paul
Chief Executive Officer

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

INVESTOR:

CLARUS LIFESCIENCES I, L.P.

By its General Partner, Clarus Ventures I GP, LP
By its General Partner, Clarus Ventures I, LLC

By: /s/ Robert W. Liptak
Robert W. Liptak
Managing Director

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

INVESTOR:

GS DIRECT, L.L.C.

By: /s/ Gerald J. Cardinale
Name: Gerald J. Cardinale
Title: Vice President

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

INVESTOR:

GOLDMAN SACHS INVESTMENT PARTNERS MASTER FUND, L.P.

By: Goldman Sachs Investment Partners GP, LLC,
its General Partner

By: /s/ Gaurav Bhandari
Name: Caurav Bhandari
Title: Managing Director

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

INVESTOR:

GOLDMAN SACHS PRIVATE EQUITY CONCENTRATED HEALTHCARE FUND OFFSHORE HOLDINGS, L.P.

By: Goldman Sachs Private Equity Concentrated Healthcare Offshore Holdings Advisors, Inc., General Partner

By: /s/ Jonathan Snider
Name: Jonathan Snider
Title: Vice President

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

INVESTORS:

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004, L.P.

By: Goldman Sachs PEP 2004 Advisors, L.L.C., General Partner

By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jonathan Snider
Print Name: Jonathan Snider
Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 EMPLOYEE FUND, L.P.

By: Goldman Sachs PEP 2004 Employee Funds GP, L.L.C., General Partner

By: /s/ Jonathan Snider
Print Name: Jonathan Snider
Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 OFFSHORE HOLDINGS, L.P.

By: Goldman Sachs PEP 2004 Offshore Holdings Advisors, Inc., General Partner

By: /s/ Jonathan Snider
Print Name: Jonathan Snider
Title: Vice President

GS PRIVATE EQUITY PARTNERS 2002 - DIRECT INVESTMENT FUND, L.P.

By: GS PEP 2002 Direct Investment Advisors, L.L.C., General Partner

By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jonathan Snider
Print Name: Jonathan Snider
Title: Vice President

GOLDMAN SACHS PRIVATE EQUITY PARTNERS 2004 - DIRECT INVESTMENT FUND, L.P.

By: Goldman Sachs PEP 2004 Direct Investment Advisors, L.L.C., General Partner
By: GSAM Gen-Par, L.L.C., Managing Member

By: /s/ Jonathan Snider
Print Name: Jonathan Snider
Title: Vice President

MULTI-STRATEGY HOLDINGS, L.P.

By: Multi-Strategy Holdings Offshore Advisors, Inc., General Partner

By: /s/ Jonathan Snider
Print Name: Jonathan Snider
Title: Vice President

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

INVESTORS:

/s/ Troy Fukumoto
Troy Fukumoto

WESTERN NATIONAL LIFE INSURANCE COMPANY

By: /s/ Troy Fukumoto
Name: Troy Fukumoto
Title: Vice President

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

By: /s/ Troy Fukumoto
Name: Troy Fukumoto
Title: Vice President

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

KEY COMMON HOLDERS:

/s/ David Paul
David Paul

/s/ Sonali Paul
Sonali Paul

David C. Paul, as Trustee of the David C. Paul
2010 Grantor Retained Annuity Trust U/A 4/6/10

By: /s/ David C. Paul
David C. Paul, Trustee

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

KEY COMMON HOLDERS:

/s/ David Davidar
David Davidar

/s/ Sarah G. Davidar
Sarah G. Davidar

David D. Davidar, as Trustee of the Davidar
2009 Grantor Retained Annuity Trust U/A 8/6/09

By: /s/ David D. Davidar
David D. Davidar, Trustee

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

KEY COMMON HOLDERS:

/s/ David M. Demski

David M. Demski

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

KEY COMMON HOLDERS:

/s/ Daniel S. Paul
Daniel S. Paul

/s/ Preetha Paul
Preetha Paul

Daniel Paul 2010 Grantor Retained Annuity
Trust U/A 7/20/2010

By: /s/ Daniel S. Paul
Daniel S. Paul, Trustee

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

KEY COMMON HOLDERS:

/s/ Michael L. Boyer II

Michael L. Boyer II

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

KEY COMMON HOLDERS:

/s/ Kevin Carouge

Kevin Carouge

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

KEY COMMON HOLDERS:

/s/ Andrew Iott

Andrew Iott

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

KEY COMMON HOLDERS:

/s/ William S. Rhoda

William S. Rhoda

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

KEY COMMON HOLDERS:

/s/ A. Brett Murphy

A. Brett Murphy

The foregoing First Amendment to Voting Agreement is hereby executed as of the date first above written.

KEY COMMON HOLDERS:

KM MEDICAL, INC.

By: /s/ Karen M. Tovey
Name: Karen M. Tovey
Title: President

KAREN M. TOVEY GRANTOR RETAINED ANNUITY TRUST DATED NOVEMBER 19, 2007

By: /s/ Karen M. Tovey
Karen M. Tovey, Trustee

/s/ Karen M. Tovey
Karen M. Tovey

Exhibit 10.4

GLOBUS MEDICAL, INC.

AMENDED AND RESTATED 2003 STOCK PLAN

1. Purpose. This Amended and Restated 2003 Stock Plan (the "Plan") is intended to provide incentives:

(a) to employees of Globus Medical, Inc. (the "Company"), or its parent (if any) or any of its present or future subsidiaries (collectively, "Related Corporations"), by providing them with opportunities to purchase Class A Common Stock (as defined below) or Class B Common Stock (as defined below) of the Company pursuant to options granted hereunder that qualify as "incentive stock options" ("ISOs") under Section 422 of the Internal Revenue Code of 1986, as amended, or any successor statute (the "Code");

(b) to directors, employees and consultants of the Company and Related Corporations by providing them with opportunities to purchase Class A Common Stock or Class B Common Stock of the Company pursuant to options granted hereunder that do not qualify as ISOs (Nonstatutory Stock Options, or "NSOs");

(c) to employees and consultants of the Company and Related Corporations by providing them with bonus awards of Class A Common Stock or Class B Common Stock of the Company ("Stock Bonuses"); and

(d) to employees and consultants of the Company and Related Corporations by providing them with opportunities to make direct purchases of Class A Common Stock or Class B Common Stock of the Company ("Purchase Rights").

Both ISOs and NSOs are referred to hereafter individually as "Options", and Options, Stock Bonuses and Purchase Rights are referred to hereafter collectively as "Stock Rights". As used herein, the terms "parent" and "subsidiary" mean "parent corporation" and "subsidiary corporation", respectively, as those terms are defined in Section 424 of the Code.

2. Administration of the Plan.

(a) The Plan shall be administered by (i) the Board of Directors of the Company (the "Board") or (ii) a committee consisting of directors or other persons appointed by the Board (the "Committee"). The appointment of the members of, and the delegation of powers to, the Committee by the Board shall be consistent with applicable laws and regulations (including, without limitation, the Code, Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any successor rule thereto ("Rule 16b-3"), and any applicable state law (collectively, the "Applicable Laws"). Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefor, fill vacancies, however caused, and remove all members of the Committee and

thereafter directly administer the Plan, all to the extent permitted by the Applicable Laws. If the Board has not appointed a Committee to administer the Plan or at any time when such Committee is not in existence, references to the Committee contained herein shall mean the Board.

(b) Subject to ratification of the grant or authorization of each Stock Right by the Board (if so required by an Applicable Law), and subject to the terms of the Plan, the Committee, if so appointed, shall have the authority, in its discretion, to:

(i) determine the employees of the Company and Related Corporations (from among the class of employees eligible under Section 3 to receive ISOs) to whom ISOs may be granted, and to determine (from among the classes of individuals and entities eligible under Section 3 to receive NSOs, Stock Bonuses and Purchase Rights) to whom NSOs, Stock Bonuses and Purchase Rights may be granted;

(ii) determine the time or times at which Options, Stock Bonuses or Purchase Rights may be granted (which may be based on performance criteria);

(iii) determine the number of shares of Class A Common Stock or Class B Common Stock subject to any Stock Right granted by the Committee;

(iv) determine the option price of shares subject to each Option, which price shall not be less than the minimum price specified in Section 6 hereof, as appropriate, and the purchase price of shares subject to each Purchase Right and to determine the form of consideration to be paid to the Company for exercise of such Option or purchase of shares with respect to a Purchase Right;

(v) determine whether each Option granted shall be an ISO or NSO;

(vi) determine (subject to Section 7) the time or times when each Option shall become exercisable and the duration of the exercise period;

(vii) determine whether restrictions such as repurchase options are to be imposed on shares subject to Options, Stock Bonuses and Purchase Rights and the nature of such restrictions, if any;

(viii) approve forms of agreement for use under the Plan;

(ix) determine the fair market value of a Stock Right or the Class A Common Stock or Class B Common Stock underlying a Stock Right;

(x) accelerate vesting on any Stock Right or to waive any forfeiture restrictions, or to waive any other limitation or restriction with respect to a Stock Right;

(xi) reduce the exercise price of any Stock Right if the fair market value of the Class A Common Stock or Class B Common Stock covered by such Stock Right shall have declined since the date the Stock Right was granted;

(xii) institute a program whereby outstanding Options can be surrendered in exchange for Options with a lower exercise price;

(xiii) modify or amend each Stock Right (subject to Section 8(d) of the Plan) including the discretionary authority to extend the post-termination exercisability period of Stock Rights longer than is otherwise provided for by terms of the Plan or the Stock Right;

(xv) construe and interpret the Plan and Stock Rights granted hereunder and prescribe and rescind rules and regulations relating to the Plan; and

(xvi) make all other determinations necessary or advisable for the administration of the Plan.

If the Committee determines to issue a NSO, it shall take whatever actions it deems necessary, under Section 422 of the Code and the regulations promulgated thereunder, to ensure that such Option is not treated as an ISO. The interpretation and construction by the Committee of any provisions of the Plan or of any Stock Right granted under it shall be final unless otherwise determined by the Board. The Committee may from time to time adopt such rules and regulations for carrying out the Plan as it may deem best. No member of the Board or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Stock Right granted under it.

(c) The Committee may select one of its members as its chairman, and shall hold meetings at such times and places as it may determine. Acts by a majority of the Committee, approved in person at a meeting or in writing, shall be the valid acts of the Committee. All references in this Plan to the Committee shall mean the Board if no Committee has been appointed. From time to time the Board may increase the size of the Committee and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefor, fill vacancies however caused, or remove all members thereof and thereafter directly administer the Plan.

(d) Those provisions of the Plan that make express reference to Rule 16b-3 shall apply to the Company only at such time as the Company's Class A Common Stock or Class B Common Stock is registered under the Exchange Act, and then only to such persons as are required to file reports under Section 16(a) of the Exchange Act (a "Reporting Person").

(e) To the extent that Stock Rights are to be qualified as "performance-based" compensation within the meaning of Section 162(m) of the Code, the Plan shall be administered by a committee consisting of two or more "outside directors" as determined under Section 162(m) of the Code.

3. Eligible Employees and Others.

(a) Eligibility. ISOs may be granted to any employee of the Company or any Related Corporation. Those officers of the Company who are not employees may not be granted ISOs under the Plan. NSOs, Stock Bonuses and Purchase Rights may be granted to any director, employee or consultant of the Company or any Related Corporation. Granting of any Stock Right to any individual or entity shall neither entitle that individual or entity to, nor disqualify him or her from, participation in any other grant of Stock Rights.

(b) Special Rule for Grant of Stock Rights to Reporting Persons. The selection of a director or an officer who is a Reporting Person (as the terms "director" and "officer" are defined for purposes of Rule 16b-3) as a recipient of a Stock Right, the timing of the Stock Right grant, the exercise price, if any, of the Stock Right and the number of shares subject to the Stock Right shall be determined either (i) by the Board, or (ii) by a committee of the Board that is composed solely of two or more Non-Employee Directors having full authority to act in the matter. For the purposes of the Plan, a director shall be deemed to be a "Non-Employee Director" only if such person is defined as such under Rule 16b-3(b)(3), as interpreted from time to time.

(c) Annual Limitation for Employees. To the extent the Company is subject to Section 162(m) of the Code, no employee shall be eligible to be granted Stock Rights covering more than Five Million (5,000,000) shares of Class A Common Stock or more than Two Million Five Hundred Thousand (2,500,000) Class B Common Stock during any calendar year

4. Stock. The stock subject to Stock Rights shall be either (a) authorized but unissued shares of Class A Common Stock of the Company, par value 0.001 per share, or such shares of the Company's capital stock into which such class of shares may be converted pursuant to any reorganization, recapitalization, merger, consolidation or the like (the "Class A Common Stock"), (b) authorized but unissued shares of Class B Common Stock of the Company, par value 0.001 per share, or such shares of the Company's capital stock into which such class of shares may be converted pursuant to any reorganization, recapitalization, merger, consolidation or the like (the "Class B Common Stock"), or (c) shares of Class A Common Stock or Class B Common Stock reacquired by the Company in any manner. Subject to adjustment as provided herein, (i) the aggregate number of shares of Class A Common Stock that may be issued pursuant to the Plan is Five Million (5,000,000), and (ii) the aggregate number of shares of Class B Common Stock that may be issued pursuant to the Plan is Seventeen Million Five Hundred Thousand (17,500,000), in each case subject to adjustment as provided herein. Any such shares may be issued as ISOs, NSOs or Stock Bonuses, or to persons or entities making purchases pursuant to Purchase Rights, so long as the number of shares so issued does not exceed such aggregate number, as adjusted. If any Option granted under the Plan shall expire or terminate for any reason without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, or if the Company shall reacquire any shares issued pursuant to Stock Rights, the unpurchased shares subject to such Options and any shares so reacquired by the Company shall again be available for grants of Stock Rights under the Plan.

5. Granting of Stock Rights. Stock Rights may be granted under the Plan at any time after the Effective Date, as set forth in Section 16, and prior to 10 years thereafter. The date of grant of a Stock Right under the Plan will be the date specified by the Board or Committee at the time it grants the Stock Right; provided, however, that such date shall not be prior to the date on which the Board or Committee acts. The Board or Committee shall have the right, with the consent of the optionee, to convert an ISO granted under the Plan to an NSO pursuant to Section 17.

6. Minimum Price; ISO Limitations.

(a) The price per share specified in the agreement relating to each NSO, Stock Bonus or Purchase Right granted under the Plan shall be established by the Board or Committee, taking into account any noncash consideration to be received by the Company from the recipient of Stock Rights.

(b) The price per share specified in the agreement relating to each ISO granted under the Plan shall not be less than the fair market value per share of Class A Common Stock or Class B Common Stock, as applicable, on the date of such grant. In the case of an ISO to be granted to an employee owning stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Related Corporation, the price per share specified in the agreement relating to such ISO shall not be less than 110% of the fair market value per share of the Class A Common Stock or Class B Common Stock, as applicable, on the date of the grant.

(c) To the extent that the aggregate fair market value (determined at the time an ISO is granted) of the Class A Common Stock or Class B Common Stock, as applicable, for which ISOs granted to any employee are exercisable for the first time by such employee during any calendar year (under all stock option plans of the Company and any Related Corporation) exceeds $100,000; or such higher value as permitted under Code Section 422 at the time of determination, such Options will be treated as NSOs, provided that this Section shall have no force or effect to the extent that its inclusion in the Plan is not necessary for Options issued as ISOs to qualify as ISOs pursuant to Section 422 of the Code. The rule of this Section 6(c) shall be applied by taking Options in the order in which they were granted.

(d) If, at the time a Stock Right is granted under the Plan, the Company's Class A Common Stock or Class B Common Stock is publicly traded, "fair market value" of a share of such class of Common Stock shall be determined as of the last business day for which the prices or quotes discussed in this sentence are available prior to the time such a Stock Right is granted and shall mean:

(i) if the Class A Common Stock or Class B Common Stock is then traded on a national securities exchange; or on the Nasdaq National Market (the "NASDAQ/NMS") or the Nasdaq SmallCap Market, the closing sale price for such stock (or the closing bid, if no sales were reported as quoted on such exchange or market); or

(ii) the closing bid price or average of bid prices last quoted on that date by an established quotation service, if the Class A Common Stock or Class B Common Stock is not reported on National Securities Exchange, the NASDAQ/NMS or the Nasdaq SmallCap Market.

However, if the Class A Common Stock or Class B Common Stock, as applicable, is not publicly traded at the time a Stock Right is granted under the Plan, "fair market value" shall be deemed to be the fair value of the Class A Common Stock or Class B Common Stock, as applicable, as determined by the Board or Committee after taking into consideration all factors that it deems appropriate.

7. Option Duration. Subject to earlier termination as provided in Sections 9 and 10, each Option shall expire on the date specified by the Board or Committee, but not more than:

(a) 10 years from the date of grant in the case of NSOs;

(b) 10 years from the date of grant in the case of ISOs generally; and

(c) 5 years from the date of grant in the case of ISOs granted to an employee owning stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Related Corporation.

Subject to earlier termination as provided in Sections 9 and 10, the term of each ISO shall be the term set forth in the original instrument granting such ISO, except with respect to any part of such ISO that is converted into an NSO pursuant to Section 17.

8. Exercise of Options. Subject to the provisions of Section 9 through Section 12 of the Plan, each Option granted under the Plan shall be exercisable as follows:

(a) the Option shall either be fully exercisable on the date of grant or shall become exercisable thereafter in such installments as the Board or Committee may specify;

(b) once an installment becomes exercisable it shall remain exercisable until expiration or termination of the Option, unless otherwise specified by the Board or Committee;

(c) each Option or installment may be exercised at any time or from time to time, in whole or in part, for up to the total number of shares with respect to which it is then exercisable; and

(d) the Board or Committee shall have the right to accelerate the date of exercise of any installment of any Option, provided that the Board or Committee shall not accelerate the exercise date of any installment of any ISO granted to any employee (and not previously converted into an NSO pursuant to Section 17) without the prior consent of such employee if such acceleration would violate the annual vesting limitation contained in Section 422 of the Code, as described in Section 6(c).

9. Termination of Employment. If a grantee ceases to be employed by the Company and all Related Corporations other than by reason of death or disability as defined in Section 10, or by reason of a termination "For Cause" as defined in this Section 9, unless otherwise specified in the instrument granting such Stock Right, the grantee shall have the continued right to exercise any Stock Right held by him or her, to the extent of the number of shares with respect to which he or she could have exercised it on the date of termination until the Stock Right's specified expiration date; provided, however, in the event the grantee exercises any ISO after the date that is three months following the date of termination of employment, such ISO will automatically be converted into an NSO subject to the terms of the Plan. Employment shall be considered as continuing uninterrupted during any bona fide leave of absence (such as those attributable to illness, military obligations or governmental service) provided that the period of such leave does not exceed 90 days or, if longer, any period during which such grantee's right to reemployment with the Company is guaranteed by statute or by contract. ISOs granted under the Plan shall not be affected by any change of employment within or among the Company and Related Corporations, so long as the optionee continues to be an employee of the Company or any Related Corporation.

For purposes of this Plan, a change in status from employee to a consultant, or from a consultant to employee, will not constitute a termination of employment, provided that a change in status from an employee to consultant may cause an ISO to become an NSO under the Code.

In the event of a termination "For Cause," the right of a grantee to exercise a Stock Right shall terminate as of the date of termination. For purposes of this Plan, "For Cause" shall mean the termination of a grantee's status as an employee, a director or consultant (as applicable) for any of the following reasons, as determined by the Committee; provided, that, with respect to an employee that is party to an agreement with the Company where a termination for cause is defined in such agreement, the definition in such agreement shall govern the determination under this Section 9:

(i) A grantee who is a consultant and who commits a material breach of any consulting, noncompetition, confidentiality or similar agreement with the Company or a subsidiary, as determined under such agreement;

(ii) A grantee who is an employee or a consultant and who is convicted (including a trial, plea of guilty or plea of nolo contendere) for committing an act of fraud, embezzlement, theft, or other act constituting a felony;

(iii) A grantee who is an employee or a consultant and who willfully engages in gross misconduct or willfully violates a Company or a subsidiary policy which is materially and demonstrably injurious to the Company and/or a subsidiary after a written demand to cease such misconduct or violation has been delivered by the Committee to the grantee that specifically identifies the manner in which the Committee believes that the grantee has violated this Paragraph (iii), and the grantee fails to cease such misconduct or violation and remedy any injury suffered by the Company or the subsidiary as a result thereof within thirty (30) calendar days after receiving such notice, unless the Board determines that a shorter period of time is reasonable under the circumstances. However, no act or failure to act, on the grantee's part shall

be considered “willful” unless done, or omitted to be done, by the grantee not in good faith and without reasonable belief that the grantee’s action or omission was in the best interest of the Company or the subsidiary; or

(iv) A grantee who is a Company employee and who commits a material breach of any noncompetition, confidentiality or similar agreement with the Company or a subsidiary, as determined under such agreement.

NOTHING IN THE PLAN SHALL BE DEEMED TO GIVE ANY GRANTEE OF ANY STOCK RIGHT THE RIGHT TO BE RETAINED IN EMPLOYMENT OR OTHER SERVICE BY THE COMPANY OR ANY RELATED CORPORATION FOR ANY PERIOD OF TIME OR TO AFFECT THE AT-WILL NATURE OF ANY EMPLOYEE’S EMPLOYMENT.

10. Death; Disability.

(a) If a grantee ceases to be employed by the Company and all Related Corporations by reason of death, or if a grantee dies within three months of the date his or her employment or other affiliation with the Company has been terminated, any Stock Right held by him or her may be exercised to the extent of the number of shares with respect to which he or she could have exercised said Stock Right on the date of death, by his or her estate, personal representative or beneficiary who has acquired the Stock Right by will or by the laws of descent and distribution (the “Successor Grantee”), unless otherwise specified in the instrument granting such Stock Right, prior to the earlier of (i) one year after the date of termination or (ii) the Stock Right’s specified expiration date; provided, however, that a Successor Grantee shall be entitled to ISO treatment under Section 421 of the Code only if the deceased optionee would have been entitled to like treatment had he or she exercised such Option on the date of his or her death provided further in the event the Successor Grantee exercises an ISO after the date that is one year following the date of termination by reason of death, such ISO will automatically be converted into a NSO subject to the terms of the Plan.

(b) If a grantee ceases to be employed by the Company and all Related Corporations by reason of disability, he or she shall continue to have the right to exercise any Stock Right held by him or her on the date of termination until unless otherwise specified in the instrument granting such Stock Right , the earlier of (i) one year after the date of termination or (ii) the Stock Right’s specified expiration date; provided, however, in the event the grantee exercises an ISO after the date that is one year following the date of termination by reason of disability, such ISO will automatically be converted into a NSO subject to the terms of the Plan. For the purposes of the Plan, the term “disability” shall mean “permanent and total disability” as defined in Section 22(e)(3) of the Code.

(c) The provisions of subsections (a) and (b) of this Section 11 regarding the exercise period of a Stock Right may be waived, extended or further limited, in the discretion of the Board or Committee, in an instrument granting a Stock Right that is not an ISO.

11. Transferability and Assignability of Stock Rights .

(a) No ISO granted under this Plan shall be assignable or otherwise

transferable by the optionee except by will or by the laws of descent and distribution. An ISO may be exercised during the lifetime of the optionee only by the optionee.

(b) Any NSO or Purchase Right may be transferable by the grantee by will or by the laws of descent and distribution. For purposes of the Plan, a grantee's "family members" shall be deemed to consist of his or her spouse, parents, children, grandparents, grandchildren and any trusts created for the benefit of such individuals. A family member to whom any such Stock Right has been transferred pursuant to this Section 11(b) shall be hereinafter referred to as a "Permitted Transferee". A Stock Right shall be transferred to a Permitted Transferee in accordance with the foregoing provisions, and subject to all the provisions of the Stock Right Agreement and this Plan, by the execution by the grantee and the transferee of an assignment in writing in such form approved by the Board or the Committee. The Company shall not be required to recognize the rights of a Permitted Transferee until such time as it receives a copy of the assignment from the grantee.

12. Terms and Conditions of Stock Rights. Stock Rights shall be evidenced by instruments (which need not be identical) in such forms as the Board or Committee may from time to time approve. Such instruments shall conform to the terms and conditions set forth in Sections 6 through 11 hereof and may contain such other provisions as the Board or Committee deems advisable that are not inconsistent with the Plan, including restrictions (or other conditions deemed by the Board or Committee to be in the best interests of the Company) applicable to the exercise of Options or to shares of Class A Common Stock or Class B Common Stock issuable upon exercise of Options. In granting any NSO, the Board or Committee may specify that such NSO shall be subject to the restrictions set forth herein with respect to ISOs, or to such other termination and cancellation provisions as the Board or Committee may determine. The Board or Committee may from time to time confer authority and responsibility on one or more of its own members and/or one or more officers of the Company to execute and deliver such instruments. The proper officers of the Company are authorized and directed to take any and all action necessary or advisable from time to time to carry out the terms of such instruments.

13. Adjustments. Upon the occurrence of any of the following events, the rights of a recipient of a Stock Right granted hereunder shall be adjusted as hereinafter provided, unless otherwise provided in the written agreement between the recipient and the Company relating to such Stock Right.

(a) If the shares of Class A Common Stock or Class B Common Stock shall be subdivided or combined into a greater or smaller number of shares or if the Company shall issue shares of Class A Common Stock or Class B Common Stock as a stock dividend on its outstanding Class A Common Stock or Class B Common Stock, the number of shares of Class A Common Stock or Class B Common Stock, as applicable, deliverable upon the exercise of outstanding Stock Rights shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made in the purchase price (if any) per share to reflect such subdivision, combination or stock dividend.

(b) If the Company is to be consolidated with or acquired by another entity in a merger, sale of all or substantially all of the Company's assets or otherwise (an "Acquisition"), unless otherwise provided by the Board or Committee, in its sole discretion, the Board or Committee or the board of directors of any entity assuming the obligations of the Company hereunder (the "Successor Board") shall, as to outstanding Stock Rights, make appropriate provision for the continuation of such Stock Rights by either assumption of such Stock Rights or by substitution of such Stock Rights with an equivalent award. For Stock Rights that are so assumed or substituted, in the event of a termination of grantee's employment or consulting relationship by the Company or its successor other than For Cause or by grantee for Good Reason (as defined below) within sixty (60) days prior to and one hundred and eighty (180) days after an Acquisition, all Stock Rights held by such grantee shall become vested and immediately and fully exercisable and all forfeiture restrictions shall be waived. If the Board, the Committee, or the Successor Board does not make appropriate provisions for the continuation of such Stock Rights by either assumption or substitution, unless otherwise provided by the Board or Committee in its sole discretion, Stock Rights shall become vested and fully and immediately exercisable and all forfeiture restrictions shall be waived and all Stock Rights not exercised at the time of the closing of such Acquisition shall terminate notwithstanding anything to the contrary in Section 9 hereof. For purposes of this Plan, a termination for "Good Reason" shall mean the resignation of an employee within thirty (30) days after the following actions: (i) without the express written consent of employee, the Company assigns duties which are materially inconsistent with employee's position, duties and status; (ii) any action by the Company which results in a material diminution in the position, duties or status of employee or any transfer or proposed transfer of employee for any extended period to a location more than thirty-five miles away from such employees' principal place of employment, except for a transfer or proposed transfer for strategic reallocations of the personnel reporting to employee; or (iii) the Company reduces the base annual salary of employee, as the same may hereafter be increased from time to time.

(c) In the event of a transaction, including without limitation, a recapitalization or reorganization of the Company (other than a transaction described in subsection (b) above) pursuant to which securities of the Company or of another corporation are issued with respect to the outstanding shares of Class A Common Stock or Class B Common Stock, an optionee or grantee upon exercising a Stock Right shall be entitled to receive for the purchase price paid upon such exercise the securities he or she would have received if he or she had exercised the Stock Right immediately prior to such recapitalization or reorganization.

(d) In the event of the proposed dissolution or liquidation of the Company, each Stock Right will terminate immediately prior to the consummation of such proposed action or at such other time and subject to such other conditions as shall be determined by the Board or Committee.

(e) Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares subject to Stock Right. No adjustments shall be made for dividends paid in cash or in property other than Class A Common Stock or Class B Common Stock of the Company.

(f) No fractional shares shall be issued under the Plan and any optionee who would otherwise be entitled to receive a fraction of a share upon exercise of a Stock Right shall receive from the Company cash in lieu of such fractional shares in an amount equal to the fair market value of such fractional shares, as determined in the sole discretion of the Board or Committee.

(g) Upon the happening of any of the foregoing events described in subsections (a), (b) or (c) above, the class and aggregate number of shares set forth in Section 4 hereof that are subject to Stock Rights that previously have been or subsequently may be granted under the Plan shall also be appropriately adjusted to reflect the events described. The Board or Committee or the Successor Board shall determine the specific adjustments to be made under this Section 13 and, subject to Section 2, its determination shall be conclusive.

14. Means of Exercising Stock Rights. Except as otherwise provided in this Plan or the instrument evidencing the Stock Right, a Stock Right (or any part or installment thereof) shall be exercised by giving written notice to the Company at its principal office address to the attention of its President. Such notice shall identify the Stock Right being exercised and specify the number of shares as to which such Stock Right is being exercised, accompanied by full payment of the exercise price therefor, if any, payable as follows (a) in United States dollars in cash or by check, (b) at the discretion of the Board or Committee, through the delivery of already-owned shares of Class A Common Stock or Class B Common Stock having a fair market value equal as of the date of the exercise to the cash exercise price of the Stock Right and, in the case of such already-owned shares of Class A Common Stock or Class B Common Stock, having been owned by the participant for more than six months from the date of surrender, or (c) at the discretion of the Board or Committee, by delivery of the grantee's personal recourse note bearing interest payable not less than annually at a market rate that is no less than 100% of the lowest applicable Federal rate, as defined in Section 1274(d) of the Code, (d) at the discretion of the Board or Committee, through the surrender of shares of Class A Common Stock or Class B Common Stock then issuable upon exercise of the Stock Right having a fair market value on the date of exercise equal to the aggregate price of the Stock Right, (e) at the discretion of the Board or Committee, delivery of a notice that the grantee has placed a market sell order with a broker with respect to shares of Class A Common Stock or Class B Common Stock then issuable upon exercise of the Stock Right and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Stock Right Exercise Price, provided that payment of such proceeds is then made to the Company upon settlement of the sale or (f) at the discretion of the Board or Committee, by any combination of (a), (b), (c), (d) and (e) or such other consideration and method of payment for the issuance of shares to the extent permitted by applicable law or the Plan. If the Board or Committee exercises its discretion to permit payment of the exercise price of an ISO by means of the methods set forth in clauses (b), (c), (d), (e) or (f) of the preceding sentence, such discretion shall be exercised in writing at the time of the grant of the ISO in question and such exercise shall also be governed by any terms set forth in the written agreement evidencing the grant of the Stock Right. The holder of a Stock Right shall not have the rights of a stockholder with respect to the shares covered by the Stock

Right until the date of issuance of a stock certificate for such shares. Except as expressly provided above in Section 14 with respect to changes in capitalization and stock dividends, no adjustment shall be made for dividends or similar rights for which the record date is before the date such stock certificate is issued.

15. Surrender of Stock Rights for Cash or Stock. The Board or Committee may, in its sole and absolute discretion and subject to such terms and conditions as it deems appropriate, accept the surrender by an optionee or grantee of a Stock Right granted to him under the Plan and authorize payment in consideration therefor of an amount equal to the difference between the purchase price payable for the shares of Class A Common Stock or Class B Common Stock under the instrument granting the Option and the fair market value of the shares subject to the Stock Right (determined as of the date of such surrender of the Stock Right). Such payment shall be made in shares of Class A Common Stock or Class B Common Stock valued at fair market value on the date of such surrender, or in cash, or partly in such shares of Class A Common Stock or Class B Common Stock and partly in cash as the Board or Committee shall determine. The surrender shall be permitted only if the Board or Committee determines that such surrender is consistent with the purpose set forth in Section 1, and only to the extent that the Stock Right is exercisable under Section 8 on the date of surrender. In no event shall an optionee or grantee surrender his Stock Right under this Section if the fair market value of the shares on the date of such surrender is less than the purchase price payable for the shares of Class A Common Stock or Class B Common Stock subject to the Stock Right. Any ISO surrendered pursuant to the provisions of this Section 15 shall be deemed to have been converted into a NSO immediately prior to such surrender.

16. Term and Amendment of Plan. This Plan was adopted by the Board on September 25, 2003 (the "Effective Date"), subject (with respect to the validation of ISOs granted under the Plan) to approval of the Plan by the stockholders of the Company. The Plan will be approved by the stockholders of the Company within one year of the Effective Date. The Plan shall expire 10 years after the Effective Date (except as to Stock Rights outstanding on that date). Subject to the provisions of Section 5 above, Stock Rights may be granted under the Plan prior to the date of stockholder approval of the Plan. The Board may terminate or amend the Plan in any respect at any time, except that without the approval of the stockholders obtained within 12 months before or after the Board adopts a resolution authorizing any of the following actions:

(a) the total number of shares that may be issued under the Plan may not be increased (except by adjustment pursuant to Section 13);

(b) the provisions of Section 3 regarding eligibility for grants of ISOs may not be modified;

(c) the provisions of Section 7(b) regarding the exercise price at which shares may be offered pursuant to ISOs may not be modified (except by adjustment pursuant to Section 13); and

(d) the expiration date of the Plan may not be extended.

Except as provided in Section 13(b) and the fifth sentence of this Section 16, in no event may action of the Board or stockholders adversely alter or impair the rights of a grantee, without his or her consent, under any Stock Right previously granted.

17. Conversion of ISOs into NSOs; Termination of ISOs. The Board or Committee, with the consent of any optionee, may in its discretion take such actions as may be necessary to convert an optionee's ISOs (or any installments or portions of installments thereof) that have not been exercised on the date of conversion into NSOs at any time prior to the expiration of such ISOs. These actions may include, but not be limited to, accelerating the exercisability, extending the exercise period or reducing the exercise price of the appropriate installments of optionee's Options. At the time of such conversion, the Board or Committee (with the consent of the optionee) may impose these conditions on the exercise of the resulting NSOs as the Board or Committee in its discretion may determine, provided that the conditions shall not be inconsistent with the Plan. Nothing in the Plan shall be deemed to give any optionee the right to have such optionee's ISOs converted into NSOs, and no conversion shall occur until and unless the Board or Committee takes appropriate action. The Board or Committee, with the consent of the optionee, may also terminate any portion of any ISO that has not been exercised at the time of termination.

18. Governmental Regulation. The Company's obligation to sell and deliver shares of the Class A Common Stock or Class B Common Stock under the Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such shares.

19. Withholding of Additional Income Taxes.

(a) Upon the exercise of an NSO, or the grant of a Stock Bonus or Purchase Right for less than the fair market value of the Class A Common Stock or Class B Common Stock, the making of a Disqualifying Disposition (as defined in Section 20), the vesting of restricted Class A Common Stock or Class B Common Stock acquired on the exercise of a Stock Right hereunder or the surrender of an Option pursuant to Section 15, the Company, in accordance with Section 3402(a) of the Code and any applicable state statute or regulation, may require the optionee, Stock Bonus recipient or purchaser to pay to the Company additional withholding taxes in respect of the amount that is considered compensation includable in such person's gross income. With respect to (a) the exercise of an Option, (b) the grant of a Stock Bonus, (c) the grant of a Purchase Right of Class A Common Stock or Class B Common Stock for less than its fair market value, (d) the vesting of restricted Class A Common Stock or Class B Common Stock acquired by exercising a Stock Right, or (e) the acceptance of a surrender of an Option, the Committee in its discretion may condition such event on the payment by the optionee, Stock Bonus recipient or purchaser of any such additional withholding taxes.

(b) At the sole and absolute discretion of the Committee, the holder of Stock Rights may pay all or any part of the total estimated federal and state income tax liability arising out of the exercise or receipt of such Stock Rights, the making of a Disqualifying Disposition, or the vesting of restricted Class A Common Stock or Class B Common Stock acquired on the

exercise of a Stock Right hereunder (each of the foregoing, a "Tax Event") by tendering already-owned shares of Class A Common Stock or Class B Common Stock or (except in the case of a Disqualifying Disposition) by directing the Company to withhold shares of Class A Common Stock or Class B Common Stock otherwise to be transferred to the holder of such Stock Rights as a result of the exercise or receipt thereof in an amount equal to the estimated federal and state income tax liability arising out of such event, provided that no more shares may be withheld than are necessary to satisfy the holder's actual minimum withholding obligation with respect to the exercise of Stock Rights. In such event, the holder of Stock Rights must, however, notify the Committee of his or her desire to pay all or any part of the total estimated federal and state income tax liability arising out of a Tax Event by tendering already-owned shares of Class A Common Stock or Class B Common Stock or having shares of Class A Common Stock or Class B Common Stock withheld prior to the date that the amount of federal or state income tax to be withheld is to be determined. For purposes of this Section 20(b), shares of Class A Common Stock or Class B Common Stock shall be valued at their fair market value on the date that the amount of the tax withholdings is to be determined.

20. Notice to Company of Disqualifying Disposition. Each employee who receives an ISO must agree to notify the Company in writing immediately after the employee makes a Disqualifying Disposition (as defined below) of any Class A Common Stock or Class B Common Stock acquired pursuant to the exercise of an ISO. A "Disqualifying Disposition" is any disposition (including any sale) of such Class A Common Stock or Class B Common Stock before either (a) two years after the date the employee was granted the ISO, or (b) one year after the date the employee acquired Class A Common Stock or Class B Common Stock by exercising the ISO. If the employee has died before such stock is sold, these holding period requirements do not apply and no Disqualifying Disposition can occur thereafter.

21. Governing Law; Construction. The validity and construction of the Plan and the instruments evidencing Stock Rights shall be governed by the laws of the State of Delaware. In construing this Plan, the singular shall include the plural and the masculine gender shall include the feminine and neuter, unless the context otherwise requires.

22. Lock-up Agreement. Each recipient of securities hereunder agrees, in connection with the first registration with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, of the public sale of the Company's Class A Common Stock or Class B Common Stock, not to sell, make any short sale of, loan, grant any option for the purchase of or otherwise dispose of any securities of the Company (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as the Company or the underwriters, as the case may be, shall specify. Each such recipient agrees that the Company may instruct its transfer agent to place stop-transfer notations in its records to enforce this Section 22. Each such recipient agrees to execute a form of agreement reflecting the foregoing restrictions as requested by the underwriters managing such offering.

Exhibit 10.5

FIRST AMENDMENT TO THE
GLOBUS MEDICAL, INC.
AMENDED AND RESTATED 2003 STOCK PLAN

WHEREAS, the Board of Directors and the stockholders of Globus Medical, Inc. (the " ***Company***") deems it to be in the best interests of the Company to amend the Globus Medical, Inc. Amended and Restated 2003 Stock Plan (the " ***2003 Stock Plan***") in order to increase the number of shares of Class A Common Stock of the Company issuable for awards under the 2003 Stock Plan to 9,000,000 shares and to decrease the number of shares of Class B Common Stock of the Company issuable for awards under the 2003 Stock Plan to 13,500,000 shares;

NOW, THEREFORE, the 2003 Stock Plan shall be amended as follows.

1. Paragraph 4 of the 2003 Stock Plan shall be deleted in its entirety and the following substituted in lieu thereof:

"4. Stock. The stock subject to Stock Rights shall be either (a) authorized but unissued shares of Class A Common Stock of the Company, par value 0.001 per share, or such shares of the Company's capital stock into which such class of shares may be converted pursuant to any reorganization, recapitalization, merger, consolidation or the like (the "Class A Common Stock"), (b) authorized but unissued shares of Class B Common Stock of the Company, par value 0.001 per share, or such shares of the Company's capital stock into which such class of shares may be converted pursuant to any reorganization, recapitalization, merger, consolidation or the like (the "Class B Common Stock"), or (c) shares of Class A Common Stock or Class B Common Stock reacquired by the Company in any manner. Subject to adjustment as provided herein, (i) the aggregate number of shares of Class A Common Stock that may be issued pursuant to the Plan is nine million (9,000,000), and (ii) the aggregate number of shares of Class B Common Stock that may be issued pursuant to the Plan is thirteen million five hundred thousand (13,500,000), in each case subject to adjustment as provided herein. Any such shares may be issued as ISOs, NSOs or Stock Bonuses, or to persons or entities making purchases pursuant to Purchase Rights, so long as the number of shares so issued does not exceed such aggregate number, as adjusted. If any Option granted under the Plan shall expire or terminate for any reason without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, or if the Company shall reacquire any shares issued pursuant to Stock Rights, the unpurchased shares subject to such Options and any shares so reacquired by the Company shall again be available for grants of Stock Rights under the Plan.

3. Except as herein amended, the terms and provisions of the 2003 Stock Plan shall remain in full force and effect as originally adopted and approved, as amended to date.

Exhibit 10.6

GLOBUS MEDICAL, INC.

2008 STOCK PLAN

1. Purpose. This 2008 Stock Plan (the "Plan") is intended to provide incentives:

(a) to employees of Globus Medical, Inc., a Delaware corporation (the "Company"), or its parent (if any) or any of its present or future subsidiaries (collectively, "Related Corporations"), by providing them with opportunities to purchase Class C Common Stock (as defined below) of the Company pursuant to options granted hereunder that qualify as "incentive stock options" ("ISOs") under Section 422 of the Internal Revenue Code of 1986, as amended, or any successor statute (the "Code");

(b) to directors, employees and consultants of the Company and Related Corporations by providing them with opportunities to purchase Class C Common Stock (as defined below) of the Company pursuant to options granted hereunder that do not qualify as ISOs (Nonstatutory Stock Options, or "NSOs");

(c) to employees, directors and consultants of the Company and Related Corporations by providing them with bonus awards of Class C Common Stock (as defined below) of the Company ("Stock Bonuses"); and

(d) to employees, directors and consultants of the Company and Related Corporations by providing them with opportunities to make direct purchases of Class C Common Stock (as defined below) of the Company ("Purchase Rights").

Both ISOs and NSOs are referred to hereafter individually as "Options", and Options, Stock Bonuses and Purchase Rights are referred to hereafter collectively as "Stock Rights". As used herein, the terms "parent" and "subsidiary" mean "parent corporation" and "subsidiary corporation", respectively, as those terms are defined in Section 424 of the Code.

2. Administration of the Plan.

(a) The Plan shall be administered by (i) the Board of Directors of the Company (the "Board") or (ii) a committee consisting of directors or other persons appointed by the Board (the "Committee"). The appointment of the members of, and the delegation of powers to, the Committee by the Board shall be consistent with applicable laws and regulations (including, without limitation, the Code, Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any successor rule thereto ("Rule 16b-3")), and any applicable state law (collectively, the "Applicable Laws"). Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefor, fill vacancies, however caused, and remove all members of the Committee and thereafter directly administer the Plan, all to the extent permitted by the Applicable Laws. If the Board has not appointed a Committee to administer the Plan or at any time when such Committee is not in existence, references to the Committee contained herein shall mean the Board.

(b) Subject to ratification of the grant or authorization of each Stock Right by the Board (if so required by an Applicable Law), and subject to the terms of the Plan, the Committee, if so appointed, shall have the authority, in its discretion, to:

(i) determine the employees of the Company and Related Corporations (from among the class of employees eligible under Section 3 to receive ISOs) to whom ISOs may be granted, and to determine (from among the classes of individuals and entities eligible under Section 3 to receive NSOs, Stock Bonuses and Purchase Rights) to whom NSOs, Stock Bonuses and Purchase Rights may be granted;

(ii) determine the time or times at which Options, Stock Bonuses or Purchase Rights may be granted (which may be based on performance criteria);

(iii) determine the number of shares of Class C Common Stock subject to any Stock Right granted by the Committee;

(iv) determine the option price of shares subject to each Option, which price shall not be less than the minimum price specified in Section 6 hereof, as appropriate, and the purchase price of shares subject to each Purchase Right and to determine the form of consideration to be paid to the Company for exercise of such Option or purchase of shares with respect to a Purchase Right;

(v) determine whether each Option granted shall be an ISO or NSO;

(vi) determine (subject to Section 7) the time or times when each Option shall become exercisable and the duration of the exercise period;

(vii) determine whether restrictions such as repurchase options are to be imposed on shares subject to Options, Stock Bonuses and Purchase Rights and the nature of such restrictions, if any;

(viii) approve forms of agreement for use under the Plan;

(ix) determine the fair market value of a Stock Right or the Class C Common Stock underlying a Stock Right;

(x) accelerate vesting on any Stock Right or to waive any forfeiture restrictions, or to waive any other limitation or restriction with respect to a Stock Right;

(xi) reduce the exercise price of any Stock Right if the fair market value of the Class C Common Stock covered by such Stock Right shall have declined since the date the Stock Right was granted;

(xii) institute a program whereby outstanding Options can be surrendered in exchange for Options with a lower exercise price;

(xiii) modify or amend each Stock Right (subject to Section 8(d) of the Plan) including the discretionary authority to extend the post-termination exercisability period of Stock Rights longer than is otherwise provided for by terms of the Plan or the Stock Right;

(xiv) construe and interpret the Plan and Stock Rights granted hereunder and prescribe and rescind rules and regulations relating to the Plan; and

(xv) make all other determinations necessary or advisable for the administration of the Plan.

If the Committee determines to issue a NSO, it shall take whatever actions it deems necessary, under Section 422 of the Code and the regulations promulgated thereunder, to ensure that such Option is not treated as an ISO. The interpretation and construction by the Committee of any provisions of the Plan or of any Stock Right granted under it shall be final unless otherwise determined by the Board. The Committee may from time to time adopt such rules and regulations for carrying out the Plan as it may deem best. No member of the Board or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Stock Right granted under it.

(c) The Committee may select one of its members as its chairman, and shall hold meetings at such times and places as it may determine. Acts by a majority of the Committee, approved in person at a meeting or in writing, shall be the valid acts of the Committee. All references in this Plan to the Committee shall mean the Board if no Committee has been appointed. From time to time the Board may increase the size of the Committee and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefor, fill vacancies however caused, or remove all members thereof and thereafter directly administer the Plan.

(d) Those provisions of the Plan that make express reference to Rule 16b-3 shall apply to the Company only at such time as the Company's Common Stock is registered under the Exchange Act, and then only to such persons as are required to file reports under Section 16(a) of the Exchange Act (a "Reporting Person").

(e) To the extent that Stock Rights are to be qualified as "performance-based" compensation within the meaning of Section 162(m) of the Code, the Plan shall be administered by a committee consisting of two or more "outside directors" as determined under Section 162(m) of the Code.

3. Eligible Employees and Others.

(a) Eligibility. ISOs may be granted to any employee of the Company or any Related Corporation. Those officers of the Company who are not employees may not be granted ISOs under the Plan. NSOs, Stock Bonuses and Purchase Rights may be granted to any

director, employee or consultant of the Company or any Related Corporation. Granting of any Stock Right to any individual or entity shall neither entitle that individual or entity to, nor disqualify him or her from, participation in any other grant of Stock Rights.

(b) Special Rule for Grant of Stock Rights to Reporting Persons. The selection of a director or an officer who is a Reporting Person (as the terms "director" and "officer" are defined for purposes of Rule 16b-3) as a recipient of a Stock Right, the timing of the Stock Right grant, the exercise price, if any, of the Stock Right and the number of shares subject to the Stock Right shall be determined either (i) by the Board, or (ii) by a committee of the Board that is composed solely of two or more Non-Employee Directors having full authority to act in the matter. For the purposes of the Plan, a director shall be deemed to be a "Non-Employee Director" only if such person is defined as such under Rule 16b-3(b)(3), as interpreted from time to time.

(c) Annual Limitation for Employees. To the extent the Company is subject to Section 162(m) of the Code, no employee shall be eligible to be granted Stock Rights covering more than five million (5,000,000) shares of Class C Common Stock during any calendar year.

4. Stock. The stock subject to Stock Rights shall be authorized but unissued shares of Class C Common Stock of the Company, par value 0.001 per share, or such shares of the Company's capital stock into which such class of shares may be converted pursuant to any reorganization, recapitalization, merger, consolidation or the like (the "Class C Common Stock"), or shares of Class C Common Stock reacquired by the Company in any manner. The aggregate number of shares that may be issued pursuant to the Plan is ten million (10,000,000) shares of Class C Common Stock, subject to adjustment as provided herein. Any such shares may be issued as ISOs, NSOs or Stock Bonuses, or to persons or entities making purchases pursuant to Purchase Rights, so long as the number of shares so issued does not exceed such aggregate number, as adjusted. If any Option granted under the Plan shall expire or terminate for any reason without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, or if the Company shall reacquire any shares issued pursuant to Stock Rights, the unpurchased shares subject to such Options and any shares so reacquired by the Company shall again be available for grants of Stock Rights under the Plan.

5. Granting of Stock Rights. Stock Rights may be granted under the Plan at any time after the Effective Date, as set forth in Section 16, and prior to 10 years thereafter. The date of grant of a Stock Right under the Plan will be the date specified by the Board or Committee at the time it grants the Stock Right; provided, however, that such date shall not be prior to the date on which the Board or Committee acts. The Board or Committee shall have the right, with the consent of the optionee, to convert an ISO granted under the Plan to an NSO pursuant to Section 17.

6. Minimum Price; ISO Limitations.

(a) The price per share specified in the agreement relating to each NSO, Stock Bonus or Purchase Right granted under the Plan shall be established by the Board or Committee, taking into account any noncash consideration to be received by the Company from the recipient of Stock Rights.

(b) The price per share specified in the agreement relating to each ISO granted under the Plan shall not be less than the fair market value per share of Class C Common Stock on the date of such grant. In the case of an ISO to be granted to an employee owning stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Related Corporation, the price per share specified in the agreement relating to such ISO shall not be less than 110% of the fair market value per share of Class C Common Stock on the date of the grant.

(c) To the extent that the aggregate fair market value (determined at the time an ISO is granted) of Class C Common Stock for which ISOs granted to any employee are exercisable for the first time by such employee during any calendar year (under all stock option plans of the Company and any Related Corporation) exceeds $100,000; or such higher value as permitted under Code Section 422 at the time of determination, such Options will be treated as NSOs, provided that this Section shall have no force or effect to the extent that its inclusion in the Plan is not necessary for Options issued as ISOs to qualify as ISOs pursuant to Section 422 of the Code. The rule of this Section 6(c) shall be applied by taking Options in the order in which they were granted.

(d) If, at the time a Stock Right is granted under the Plan, the Company's Class C Common Stock is publicly traded, "fair market value" shall be determined as of the last business day for which the prices or quotes discussed in this sentence are available prior to the time such a Stock Right is granted and shall mean:

(i) if the Class C Common Stock is then traded on a national securities exchange; or on the Nasdaq National Market (the "NASDAQ/NMS") or the Nasdaq SmallCap Market, the closing sale price for such stock (or the closing bid, if no sales were reported as quoted on such exchange or market); or

(ii) the closing bid price or average of bid prices last quoted on that date by an established quotation service, if the Class C Common Stock is not reported on National Securities Exchange, the NASDAQ/NMS or the Nasdaq SmallCap Market.

However, if the Class C Common Stock is not publicly traded at the time a Stock Right is granted under the Plan, "fair market value" shall be deemed to be the fair value of the Class C Common Stock as determined by the Board or Committee after taking into consideration all factors that it deems appropriate.

7. Option Duration. Subject to earlier termination as provided in Sections 9 and 10, each Option shall expire on the date specified by the Board or Committee, but not more than:

(a) 10 years from the date of grant in the case of NSOs;

(b) 10 years from the date of grant in the case of ISOs generally; and

(c) 5 years from the date of grant in the case of ISOs granted to an employee owning stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Related Corporation.

Subject to earlier termination as provided in Sections 9 and 10, the term of each ISO shall be the term set forth in the original instrument granting such ISO, except with respect to any part of such ISO that is converted into an NSO pursuant to Section 17.

8. Exercise of Options. Subject to the provisions of Section 9 through Section 12 of the Plan, each Option granted under the Plan shall be exercisable as follows:

(a) the Option shall either be fully exercisable on the date of grant or shall become exercisable thereafter in such installments as the Board or Committee may specify;

(b) once an installment becomes exercisable it shall remain exercisable until expiration or termination of the Option, unless otherwise specified by the Board or Committee;

(c) each Option or installment may be exercised at any time or from time to time, in whole or in part, for up to the total number of shares with respect to which it is then exercisable; and

(d) the Board or Committee shall have the right to accelerate the date of exercise of any installment of any Option, provided that the Board or Committee shall not accelerate the exercise date of any installment of any ISO granted to any employee (and not previously converted into an NSO pursuant to Section 17) without the prior consent of such employee if such acceleration would violate the annual vesting limitation contained in Section 422 of the Code, as described in Section 6(c).

9. Termination of Employment. If a grantee ceases to be employed by the Company and all Related Corporations other than by reason of death or disability as defined in Section 10, or by reason of a termination "For Cause" as defined in this Section 9, unless otherwise specified in the instrument granting such Stock Right, the grantee shall have the continued right to exercise any Stock Right held by him or her, to the extent of the number of shares with respect to which he or she could have exercised it on the date of termination until the Stock Right's specified expiration date; provided, however, in the event the grantee exercises any ISO after the date that is three months following the date of termination of employment, such ISO will automatically be converted into an NSO subject to the terms of the Plan. Employment shall be considered as continuing uninterrupted during any bona fide leave of absence (such as those attributable to illness, military obligations or governmental service) provided that the period of such leave does not exceed 90 days or, if longer, any period during which such grantee's right to reemployment with the Company is guaranteed by statute or by contract. A bona fide leave of absence with the written approval of the Company shall not be considered an interruption of employment under the Plan, provided that such written approval contractually obligates the Company or any Related Corporation to continue the employment of the grantee after the approved period of absence; provided that the foregoing approval requirement shall not apply to a leave of absence

guaranteed by statute or contract. ISOs granted under the Plan shall not be affected by any change of employment within or among the Company and Related Corporations, so long as the optionee continues to be an employee of the Company or any Related Corporation.

For purposes of this Plan, a change in status from employee to a consultant, or from a consultant to employee, will not constitute a termination of employment, provided that a change in status from an employee to consultant may cause an ISO to become an NSO under the Code. In the event of a termination "For Cause," the right of a grantee to exercise a Stock Right shall terminate as of the date of termination. For purposes of this Plan, "For Cause" shall mean the termination of a grantee's status as an employee, a director or consultant (as applicable) for any of the following reasons, as determined by the Committee; provided, that, with respect to an employee that is party to an agreement with the Company where a termination for cause is defined in such agreement, the definition in such agreement shall govern the determination under this Section 9:

(i) A grantee who is a consultant and who commits a material breach of any consulting, noncompetition, confidentiality or similar agreement with the Company or a subsidiary, as determined under such agreement;

(ii) A grantee who is an employee or a consultant and who is convicted (including a trial, plea of guilty or plea of nolo contendere) for committing an act of fraud, embezzlement, theft, or other act constituting a felony;

(iii) A grantee who is an employee or a consultant and who willfully engages in gross misconduct or willfully violates a Company or a subsidiary policy which is materially and demonstrably injurious to the Company and/or a subsidiary after a written demand to cease such misconduct or violation has been delivered by the Committee to the grantee that specifically identifies the manner in which the Committee believes that the grantee has violated this Paragraph (iii), and the grantee fails to cease such misconduct or violation and remedy any injury suffered by the Company or the subsidiary as a result thereof within thirty (30) calendar days after receiving such notice, unless the Board determines that a shorter period of time is reasonable under the circumstances. However, no act or failure to act, on the grantee's part shall be considered "willful" unless done, or omitted to be done, by the grantee not in good faith and without reasonable belief that the grantee's action or omission was in the best interest of the Company or the subsidiary; or

(iv) A grantee who is a Company employee and who commits a material breach of any noncompetition, confidentiality or similar agreement with the Company or a subsidiary, as determined under such agreement.

NOTHING IN THE PLAN SHALL BE DEEMED TO GIVE ANY GRANTEE OF ANY STOCK RIGHT THE RIGHT TO BE RETAINED IN EMPLOYMENT OR OTHER SERVICE BY THE COMPANY OR ANY RELATED CORPORATION FOR ANY PERIOD OF TIME OR TO AFFECT THE AT-WILL NATURE OF ANY EMPLOYEE'S EMPLOYMENT.

10. Death; Disability.

(a) If a grantee ceases to be employed by the Company and all Related Corporations by reason of death, or if a grantee dies within three months of the date his or her employment or other affiliation with the Company has been terminated, any Stock Right held by him or her may be exercised to the extent of the number of shares with respect to which he or she could have exercised said Stock Right on the date of death, by his or her estate, personal representative or beneficiary who has acquired the Stock Right by will or by the laws of descent and distribution (the "Successor Grantee"), unless otherwise specified in the instrument granting such Stock Right, prior to the earlier of (i) one year after the date of termination or (ii) the Stock Right's specified expiration date provided, however, that a Successor Grantee shall be entitled to ISO treatment under Section 421 of the Code only if the deceased optionee would have been entitled to like treatment had he or she exercised such Option on the date of his or her death provided further in the event the Successor Grantee exercises an ISO after the date that is one year following the date of termination by reason of death, such ISO will automatically be converted into a NSO subject to the terms of the Plan.

(b) If a grantee ceases to be employed by the Company and all Related Corporations by reason of disability, he or she shall continue to have the right to exercise any Stock Right held by him or her on the date of termination until unless otherwise specified in the instrument granting such Stock Right , the earlier of (i) one year after the date of termination or (ii) the Stock Right's specified expiration date provided, however, in the event the grantee exercises an ISO after the date that is one year following the date of termination by reason of disability, such ISO will automatically be converted into a NSO subject to the terms of the Plan. For the purposes of the Plan, the term "disability" shall mean "permanent and total disability" as defined in Section 22(e)(3) of the Code.

(c) The provisions of subsections (a) and (b) of this Section 10 regarding the exercise period of a Stock Right may be waived, extended or further limited, in the discretion of the Board or Committee, in an instrument granting a Stock Right that is not an ISO.

11. Transferability and Assignability of Stock Rights .

(a) No ISO granted under this Plan shall be assignable or otherwise transferable by the optionee except by will or by the laws of descent and distribution. An ISO may be exercised during the lifetime of the optionee only by the optionee.

(b) Any NSO or Purchase Right may be transferable by the grantee by will or by the laws of descent and distribution to the grantee's family members. For purposes of the Plan, a grantee's "family members" shall be deemed to consist of his or her spouse, parents, children, grandparents, grandchildren and any trusts created for the benefit of such individuals. A family member to whom any such Stock Right has been transferred pursuant to this Section 11(b) shall be hereinafter referred to as a "Permitted Transferee". A Stock Right shall be transferred to a Permitted Transferee in accordance with the foregoing provisions, and subject to all the provisions of the Stock Right Agreement and this Plan, by the execution by the grantee and the transferee of an assignment in writing in such form approved by the Board or the Committee. The Company shall not be required to recognize the rights of a Permitted Transferee until such time as it receives a copy of the assignment from the grantee.

12. Terms and Conditions of Stock Rights. Stock Rights shall be evidenced by instruments (which need not be identical) in such forms as the Board or Committee may from time to time approve. Such instruments shall conform to the terms and conditions set forth in Sections 6 through 11 hereof and may contain such other provisions as the Board or Committee deems advisable that are not inconsistent with the Plan, including restrictions (or other conditions deemed by the Board or Committee to be in the best interests of the Company) applicable to the exercise of Options or to shares of Class C Common Stock issuable upon exercise of Options. In granting any NSO, the Board or Committee may specify that such NSO shall be subject to the restrictions set forth herein with respect to ISOs, or to such other termination and cancellation provisions as the Board or Committee may determine. The Board or Committee may from time to time confer authority and responsibility on one or more of its own members and/or one or more officers of the Company to execute and deliver such instruments. The proper officers of the Company are authorized and directed to take any and all action necessary or advisable from time to time to carry out the terms of such instruments.

13. Adjustments. Upon the occurrence of any of the following events, the rights of a recipient of a Stock Right granted hereunder shall be adjusted as hereinafter provided, unless otherwise provided in the written agreement between the recipient and the Company relating to such Stock Right.

(a) If the shares of Class C Common Stock shall be subdivided or combined into a greater or smaller number of shares or if the Company shall issue shares of Class C Common Stock as a stock dividend on its outstanding Class C Common Stock, the number of shares of Class C Common Stock deliverable upon the exercise of outstanding Stock Rights shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made in the purchase price (if any) per share to reflect such subdivision, combination or stock dividend.

(b) If the Company is to be consolidated with or acquired by another entity in a merger, sale of all or substantially all of the Company's assets or otherwise (an "Acquisition"), unless otherwise provided by the Board or Committee, in its sole discretion, the Board or Committee or the board of directors of any entity assuming the obligations of the Company hereunder (the "Successor Board") shall, as to outstanding Stock Rights, make appropriate provision for the continuation of such Stock Rights by either assumption of such Stock Rights or by substitution of such Stock Rights with an equivalent award. If the Board, the Committee, or the Successor Board does not make appropriate provisions for the continuation of such Stock Rights by either assumption or substitution, unless otherwise provided by the Board or Committee in its sole discretion, Stock Rights shall become vested and fully and immediately exercisable and all forfeiture restrictions shall be waived and all Stock Rights not exercised at the time of the closing of such Acquisition shall terminate notwithstanding anything to the contrary in Section 9 hereof. In the event such Stock Rights are so fully vested and become immediately exercisable, the Board or Committee may elect in its discretion in lieu of requiring the exercise of any Stock Rights prior to termination, to cancel outstanding Stock

Rights in exchange for cash payments for each outstanding Stock Right equal to the product of (x) the positive difference of (i) the price per share of Class C Common Stock being paid in connection with the Acquisition less (ii) the applicable purchase or exercise price per share of Class C Common Stock for such Stock Right and (y) the number of shares of Class C Common Stock subject to such Stock Right. Any such cash payments shall be paid to the holders of Stock Rights within thirty (30) days after the closing of the Acquisition and shall be subject to any applicable tax withholding requirements.

(c) In the event of a transaction, including without limitation, a recapitalization or reorganization of the Company (other than a transaction described in subsection (b) above) pursuant to which securities of the Company or of another corporation are issued with respect to the outstanding shares of Class C Common Stock, an optionee or grantee upon exercising any Stock Rights shall be entitled to receive for the purchase price paid upon such exercise the securities he or she would have received if he or she had exercised the Stock Right immediately prior to such recapitalization or reorganization.

(d) In the event of the proposed dissolution or liquidation of the Company, each Stock Right will terminate immediately prior to the consummation of such proposed action or at such other time and subject to such other conditions as shall be determined by the Board or Committee.

(e) Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares subject to Stock Right. No adjustments shall be made for dividends paid in cash or in property other than Class C Common Stock of the Company.

(f) No fractional shares shall be issued under the Plan and any optionee who would otherwise be entitled to receive a fraction of a share upon exercise of a Stock Right shall receive from the Company cash in lieu of such fractional shares in an amount equal to the fair market value of such fractional shares, as determined in the sole discretion of the Board or Committee.

(g) Upon the happening of any of the foregoing events described in subsections (a), (b) or (c) above, the class and aggregate number of shares set forth in Section 4 hereof that are subject to Stock Rights that previously have been or subsequently may be granted under the Plan shall also be appropriately adjusted to reflect the events described. The Board or Committee or the Successor Board shall determine the specific adjustments to be made under this Section 13 and, subject to Section 2, its determination shall be conclusive.

14. Means of Exercising Stock Rights. Except as otherwise provided in this Plan or the instrument evidencing the Stock Right, a Stock Right (or any part or installment thereof) shall be exercised by giving written notice to the Company at its principal office address to the attention of its President. Such notice shall identify the Stock Right being exercised and specify the number of shares as to which such Stock Right is being exercised, accompanied by full payment of the exercise price therefore, if any, payable as follows (a) in United States dollars in

cash or by check, (b) at the discretion of the Board or Committee, through the delivery of already-owned shares of Class C Common Stock having a fair market value equal as of the date of the exercise to the cash exercise price of the Stock Right and, in the case of such already-owned shares of Class C Common Stock, having been owned by the participant for more than six months from the date of surrender, or (c) at the discretion of the Board or Committee, by delivery of the grantee's personal recourse note bearing interest payable not less than annually at a market rate that is no less than 100% of the lowest applicable Federal rate, as defined in Section 1274(d) of the Code, or (d) at the discretion of the Board or Committee, through the surrender of shares of Class C Common Stock then issuable upon exercise of the Stock Right having a fair market value on the date of exercise equal to the aggregate price of the Stock Right, (e) at the discretion of the Board of Committee, delivery of a notice that the grantee has placed a market sell order with a broker with respect to shares of Class C Common Stock then issuable upon exercise of the Stock Right and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Stock Right Exercise Price, provided that payment of such proceeds is then made to the Company upon settlement of the sale or (f) at the discretion of the Board or Committee, by any combination of (a), (b), (c), (d) and (e) or such other consideration and method of payment for the issuance of shares to the extent permitted by applicable law or the Plan. If the Board or Committee exercises its discretion to permit payment of the exercise price of an ISO by means of the methods set forth in clauses (b), (c) (d), (e) or (f) of the preceding sentence, such discretion shall be exercised in writing at the time of the grant of the ISO in question and such exercise shall also be governed by any terms set forth in the written agreement evidencing the grant of the Stock Right. The holder of a Stock Right shall not have the rights of a stockholder with respect to the shares covered by the Stock Right until the date of issuance of a stock certificate for such shares. Except as expressly provided above in Section 13 with respect to changes in capitalization and stock dividends, no adjustment shall be made for dividends or similar rights for which the record date is before the date such stock certificate is issued.

15. Surrender of Stock Rights for Cash or Stock. The Board or Committee may, in its sole and absolute discretion and subject to such terms and conditions as it deems appropriate, accept the surrender by an optionee or grantee of a Stock Right granted to him under the Plan and authorize payment in consideration therefore of an amount equal to the difference between the purchase price payable for the shares of Class C Common Stock under the instrument granting the Option and the fair market value of the shares subject to the Stock Right (determined as of the date of such surrender of the Stock Right). Such payment shall be made in shares of Class C Common Stock valued at fair market value on the date of such surrender, or in cash, or partly in such shares of Class C Common Stock and partly in cash as the Board or Committee shall determine. The surrender shall be permitted only if the Board or Committee determines that such surrender is consistent with the purpose set forth in Section 1, and only to the extent that the Stock Right is exercisable under Section 8 on the date of surrender. In no event shall an optionee or grantee surrender his Stock Right under this Section if the fair market value of the shares on the date of such surrender is less than the purchase price payable for the shares of Class C Common Stock subject to the Stock Right. Any ISO surrendered pursuant to the provisions of this Section 15 shall be deemed to have been converted into a NSO immediately prior to such surrender.

16. Term and Amendment of Plan. This Plan was adopted by the Board on December 12, 2008 (the "Effective Date"), subject (with respect to the validation of ISOs granted under the Plan) to approval of the Plan by the stockholders of the Company. The Plan will be approved by the stockholders of the Company within one year of the Effective Date. The Plan shall expire 10 years after the Effective Date (except as to Stock Rights outstanding on that date). Subject to the provisions of Section 5 above, Stock Rights may be granted under the Plan prior to the date of stockholder approval of the Plan. The Board may terminate or amend the Plan in any respect at any time, except that without the approval of the stockholders obtained within 12 months before or after the Board adopts a resolution authorizing any of the following actions:

(a) the total number of shares that may be issued under the Plan may not be increased (except by adjustment pursuant to Section 13);

(b) the provisions of Section 3 regarding eligibility for grants of ISOs may not be modified;

(c) the provisions of Section 6(b) regarding the exercise price at which shares may be offered pursuant to ISOs may not be modified (except by adjustment pursuant to Section 13); and

(d) the expiration date of the Plan may not be extended.

Except as provided in Section 13(b) and the fifth sentence of this Section 16, in no event may action of the Board or stockholders adversely alter or impair the rights of a grantee, without his or her consent, under any Stock Right previously granted.

17. Conversion of ISOs into NSOs; Termination of ISOs. The Board or Committee, with the consent of any optionee, may in its discretion take such actions as may be necessary to convert an optionee's ISOs (or any installments or portions of installments thereof) that have not been exercised on the date of conversion into NSOs at any time prior to the expiration of such ISOs. These actions may include, but not be limited to, accelerating the exercisability, extending the exercise period or reducing the exercise price of the appropriate installments of optionee's Options. At the time of such conversion, the Board or Committee (with the consent of the optionee) may impose these conditions on the exercise of the resulting NSOs as the Board or Committee in its discretion may determine, provided that the conditions shall not be inconsistent with the Plan. Nothing in the Plan shall be deemed to give any optionee the right to have such optionee's ISOs converted into NSOs, and no conversion shall occur until and unless the Board or Committee takes appropriate action. The Board or Committee, with the consent of the optionee, may also terminate any portion of any ISO that has not been exercised at the time of termination.

18. Governmental Regulation. The Company's obligation to sell and deliver shares of the Class C Common Stock under the Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such shares.

19. Withholding of Additional Income Taxes.

(a) Upon the exercise of an NSO, or the grant of a Stock Bonus or Purchase Right for less than the fair market value of the Class C Common Stock, the making of a Disqualifying Disposition (as defined in Section 20), the vesting of restricted Class C Common Stock acquired on the exercise of a Stock Right hereunder or the surrender of an Option pursuant to Section 15, the Company, in accordance with Section 3402(a) of the Code and any applicable state statute or regulation, may require the optionee, Stock Bonus recipient or purchaser to pay to the Company additional withholding taxes in respect of the amount that is considered compensation includable in such person's gross income. With respect to (a) the exercise of an Option, (b) the grant of a Stock Bonus, (c) the grant of a Purchase Right of Class C Common Stock for less than its fair market value, (d) the vesting of restricted Class C Common Stock acquired by exercising a Stock Right, or (e) the acceptance of a surrender of an Option, the Committee in its discretion may condition such event on the payment by the optionee, Stock Bonus recipient or purchaser of any such additional withholding taxes.

(b) At the sole and absolute discretion of the Committee, the holder of Stock Rights may pay all or any part of the total estimated federal and state income tax liability arising out of the exercise or receipt of such Stock Rights, the making of a Disqualifying Disposition, or the vesting of restricted Class C Common Stock acquired on the exercise of a Stock Right hereunder (each of the foregoing, a "Tax Event") by tendering already-owned shares of Class C Common Stock or (except in the case of a Disqualifying Disposition) by directing the Company to withhold shares of Class C Common Stock otherwise to be transferred to the holder of such Stock Rights as a result of the exercise or receipt thereof in an amount equal to the estimated federal and state income tax liability arising out of such event, provided that no more shares may be withheld than are necessary to satisfy the holder's actual minimum withholding obligation with respect to the exercise of Stock Rights. In such event, the holder of Stock Rights must, however, notify the Committee of his or her desire to pay all or any part of the total estimated federal and state income tax liability arising out of a Tax Event by tendering already-owned shares of Class C Common Stock or having shares of Class C Common Stock withheld prior to the date that the amount of federal or state income tax to be withheld is to be determined. For purposes of this Section 19(b), shares of Class C Common Stock shall be valued at their fair market value on the date that the amount of the tax withholdings is to be determined.

20. Notice to Company of Disqualifying Disposition. Each employee who receives an ISO must agree to notify the Company in writing immediately after the employee makes a Disqualifying Disposition (as defined below) of any Class C Common Stock acquired pursuant to the exercise of an ISO. A "Disqualifying Disposition" is any disposition (including any sale) of such Class C Common Stock before either (a) two years after the date the employee was granted the ISO, or (b) one year after the date the employee acquired Class C Common Stock by exercising the ISO. If the employee has died before such stock is sold, these holding period requirements do not apply and no Disqualifying Disposition can occur thereafter.

21. Governing Law; Construction. The validity and construction of the Plan and the instruments evidencing Stock Rights shall be governed by the laws of the State of Pennsylvania. In construing this Plan, the singular shall include the plural and the masculine gender shall include the feminine and neuter, unless the context otherwise requires.

22. Lock-up Agreement. Each recipient of securities hereunder agrees, in connection with the first registration with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, of the public sale of the Company's Common Stock, not to sell, make any short sale of, loan, grant any option for the purchase of or otherwise dispose of any securities of the Company (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as the Company or the underwriters, as the case may be, shall specify. Each such recipient agrees that the Company may instruct its transfer agent to place stop-transfer notations in its records to enforce this Section 22. Each such recipient agrees to execute a form of agreement reflecting the foregoing restrictions as requested by the underwriters managing such offering.

* * * * *

Exhibit 10.7

GLOBUS MEDICAL, INC.

2012 EQUITY INCENTIVE PLAN

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GLOBUS MEDICAL, INC.

2012 EQUITY INCENTIVE PLAN

ARTICLE 1.

PURPOSE

The purpose of the Globus Medical, Inc. 2012 Equity Incentive Plan (as it may be amended or restated from time to time, the "***Plan***") is to promote the success and enhance the value of Globus Medical, Inc. (the "***Company***") by linking the individual interests of the Non-Employee Directors, Employees, and Consultants to those of Company stockholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to Company stockholders. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of members of the Board, Employees, and Consultants upon whose judgment, interest, and special effort the successful conduct of the Company's operation is largely dependent. The Plan provides a mechanism through which the Company may grant equity and equity-based awards as well as cash bonus and other cash awards to Eligible Individuals.

ARTICLE 2.

DEFINITIONS AND CONSTRUCTION

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

2.1 "***Administrator***" shall mean the entity that conducts the general administration of the Plan as provided in Article 12. With reference to the duties of the Committee under the Plan which have been delegated to one or more persons pursuant to Section 12.6, or that the Board has assumed, the term "Administrator" shall refer to such person(s) or the Board unless such delegation has been revoked or the Board has terminated the assumption of such duties.

2.2 "***Applicable Accounting Standards***" shall mean Generally Accepted Accounting Principles in the United States, International Financial Reporting Standards or such other accounting principles or standards as may apply to the Company's financial statements under United States federal securities laws from time to time.

2.3 "***Applicable Law***" shall mean the applicable provisions of the Code, the Securities Act, the Exchange Act and any other federal, state or foreign corporate, securities or tax or other laws, rules, requirements or regulations, the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded and any other applicable law.

2.4 "***Award***" shall mean an Option, a Restricted Stock award, a Restricted Stock Unit award, a Performance Award, a Stock Payment award or a Stock Appreciation Right, which may be awarded or granted under the Plan (collectively, "***Awards***").

2.5 "***Award Agreement***" shall mean any written notice, agreement, terms and conditions, contract or other instrument or document evidencing an Award, including through electronic medium, which shall contain such terms and conditions with respect to an Award as the Administrator shall determine consistent with the Plan.

2.6 "***Award Limit***" shall mean with respect to Awards that shall be payable in Shares or in cash, as the case may be, the respective limit set forth in Section 3.3.

2.7 "***Board***" shall mean the Board of Directors of the Company.

2.8 "***Change in Control***" shall mean and includes each of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(b) During any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new Director(s) (other than a Director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in Section 2.8(a) or Section 2.8(c)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) that results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "***Successor Entity***")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) after which no "person" or "related" group of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or related group of persons shall be treated for purposes of this Section 2.8(c)(ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction; or

(d) The Company's stockholders approve a liquidation or dissolution of the Company.

In addition, if a Change in Control constitutes a payment event with respect to any Award which provides for the deferral of compensation and is subject to Section 409A of the Code, the transaction or event described in subsection (a), (b), (c) or (d) with respect to such Award must also constitute a "change in control event," as defined in Treasury Regulation §1.409A-3(i)(5) to the extent required by Section 409A.

The Committee shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control of the Company has occurred pursuant to the above definition, and the date of the occurrence of such Change in Control and any incidental matters relating thereto.

2.9 "***Code***" shall mean the Internal Revenue Code of 1986, as amended from time to time, together with the regulations and official guidance promulgated thereunder.

2.10 "***Committee***" shall mean the Compensation Committee of the Board, or another committee or subcommittee of the Board, appointed as provided in Section 12.1.

2.11 "***Common Stock***" shall mean the Class A common stock of the Company, par value $0.001 per share.

2.12 "***Company***" shall have the meaning set forth in Article 1.

2.13 "***Consultant***" shall mean any consultant or adviser engaged to provide services to the Company or any Subsidiary that qualifies as a consultant under the applicable rules of the Securities and Exchange Commission for registration of shares on a Form S-8 Registration Statement.

2.14 "***Covered Employee***" shall mean any Employee who is, or could be, a "covered employee" within the meaning of Section 162(m) of the Code.

2.15 "***Director***" shall mean a member of the Board, as constituted from time to time.

2.16 "***Disability***" shall mean "disability," as such term is defined in Section 22(e)(3) of the Code.

2.17 "***DRO***" shall mean a domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act of 1974, as amended from time to time, or the rules thereunder.

2.18 "***Effective Date***" shall mean the day on which this Plan is approved by the Board.

2.19 "***Eligible Individual***" shall mean any person who is an Employee, a Consultant or a Non-Employee Director, as determined by the Administrator.

2.20 "***Employee***" shall mean any officer or other employee (as determined in accordance with Section 3401(c) of the Code and the Treasury Regulations thereunder) of the Company or of any Subsidiary.

2.21 "***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended from time to time.

2.22 "***Expiration Date***" shall have the meaning given to such term in Section 13.1.

2.23 "***Fair Market Value***" shall mean, as of any given date, the value of a Share determined as follows:

(a) If the Common Stock is listed on any (i) established securities exchange (such as the New York Stock Exchange, the NASDAQ Global Market and the NASDAQ Global Select Market), (ii) national market system or (iii) automated quotation system on which the Shares are listed, quoted or traded, its Fair Market Value shall be the closing sales price for a share of Common Stock as quoted on such exchange or system for such date or, if there is no closing sales price for a share of Common Stock on the date in question, the closing sales price for a share of Common Stock on the last preceding date for which such quotation exists, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(b) If the Common Stock is not listed on an established securities exchange, national market system or automated quotation system, but the Common Stock is regularly quoted by a recognized securities dealer, its Fair Market Value shall be the mean of the high bid and low asked prices for such date or, if there are no high bid and low asked prices for a share of Common Stock on such date, the high bid and low asked prices for a share of Common Stock on the last preceding date for which such information exists, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(c) If the Common Stock is neither listed on an established securities exchange, national market system or automated quotation system nor regularly quoted by a recognized securities dealer, its Fair Market Value shall be established by the Administrator in good faith by the reasonable application of a reasonable valuation method, taking into account the factors set forth in Treasury Regulation §1.409A-1(b)(5)(iv)(B).

2.24 "***Greater Than 10% Stockholder***" shall mean an individual then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or any subsidiary corporation (as defined in Section 424(f) of the Code) or parent corporation thereof (as defined in Section 424(e) of the Code).

2.25 "***Holder***" shall mean a person who has been granted an Award.

2.26 "***Incentive Stock Option***" shall mean an Option that is intended to qualify as an incentive stock option and conforms to the applicable provisions of Section 422 of the Code.

2.27 "***Misconduct***" shall mean the occurrence of any of, but not limited to, the following: (a) conviction of a Holder of any felony or any crime involving fraud or dishonesty; (b) a Holder's participation (whether by affirmative act or omission) in a fraud, act or dishonesty or other act of misconduct against the Company and/or any Subsidiary; (c) conduct by a Holder which, based upon a good faith and reasonable factual investigation by the Company (or, if a Holder is an executive officer, by the Board), demonstrates such Holder's unfitness to serve; (d) a Holder's violation of any statutory or fiduciary duty, or duty of loyalty owed to the Company and/or any Subsidiary; (e) a Holder's violation of state or federal law in connection with the Holder's performance of his or her job which has an adverse effect on the Company and/or any Subsidiary; and (f) a Holder's violation of Company policy which has a material adverse effect on the Company and/or any Subsidiary. Notwithstanding the foregoing, a Holder's Disability shall not constitute Misconduct as set forth herein. The determination that a termination is for Misconduct shall be by the Administrator in its sole and exclusive judgment and discretion. Notwithstanding the foregoing, if a Holder is a party to an employment or severance agreement with the Company or any Subsidiary in effect as of the date of grant of an Award which defines "Misconduct" or "Cause" or a similar term, "Misconduct" for purposes of the Plan and such Award shall also include the meaning(s) given to such term in such employment or severance agreement.

2.28 "***Non-Employee Director***" shall mean a Director of the Company who is not an Employee.

2.29 "***Non-Employee Director Compensation Policy***" shall have the meaning set forth in Section 4.6.

2.30 "***Non-Qualified Stock Option***" shall mean an Option that is not an Incentive Stock Option.

2.31 "***Option***" shall mean a right to purchase Shares at a specified exercise price that is granted under Article 6. An Option shall be either a Non-Qualified Stock Option or an Incentive Stock Option; provided, however, that Options granted to Non-Employee Directors and Consultants shall only be Non-Qualified Stock Options.

2.32 "***Option Term***" shall have the meaning set forth in Section 6.6.

2.33 "***Performance Award***" shall mean a cash bonus award, stock bonus award, performance award or incentive award that is paid in cash, Shares or a combination of both, awarded under Section 9.1.

2.34 "***Performance-Based Compensation***" shall mean any compensation that is intended to qualify as "performance-based compensation" as described in Section 162(m)(4)(C) of the Code.

2.35 "***Performance Criteria***" shall mean the criteria (and adjustments) that the Committee selects for an Award for purposes of establishing the Performance Goal or Performance Goals for a Performance Period, determined as follows:

(a) The Performance Criteria that shall be used to establish Performance Goals are limited to the following: (i) net earnings (either before or after one or more of the following: (A) interest, (B) taxes, (C) depreciation and (D) amortization); (ii) gross or net sales or revenue; (iii) net income (either before or after taxes); (iv) adjusted net income; (v) operating earnings (including but not limited to EBITDA or adjusted EBITDA); (vi) cash flow (including, but not limited to, operating cash flow and free cash flow); (vii) return on assets; (viii) return on capital; (ix) return on stockholders' equity; (x) total stockholder return; (xi) return on sales; (xii) gross or net profit or operating margin; (xiii) operating or other costs and expenses; (xiv) funds from operations; (xv) improvements in expense levels; (xvi) working capital; (xvii) earnings per share; (xviii) adjusted earnings per share; (xix) price per share of Common Stock; (xx) regulatory body approval for commercialization of a product; (xxi) implementation or completion of critical projects; (xxii) market share; (xxiii) economic value; (xxiv) comparisons with various stock market indices; (xxv) capital raised in financing transactions or other financing milestones; (xxvi) stockholders' equity; (xxvi) market recognition (including but not limited to awards and analyst ratings); (xxvii) financial ratios; and (xxviii) implementation, completion or attainment of objectively determinable objectives relating to research, development, regulatory, commercial, or strategic milestones or developments; in each case as determined in accordance with Applicable Accounting Standards, if applicable, any of which may be measured either in absolute terms or as compared to any incremental increase or decrease or as compared to results of a peer group or to market performance indicators or indices.

(b) The Administrator may, in its sole discretion, provide that one or more objectively determinable adjustments shall be made to one or more of the Performance Goals. Such adjustments may include one or more of the following: (i) items related to a change in accounting principle; (ii) items relating to financing activities; (iii) expenses for restructuring or productivity initiatives; (iv) other non-operating items; (v) items related to acquisitions; (vi) items attributable to the business operations of any entity acquired by the Company during the Performance Period; (vii) items related to the disposal of a business or segment of a business; (viii) items related to discontinued operations that do not qualify as a segment of a business under Applicable Accounting Standards; (ix) items attributable to any stock dividend, stock split, combination or exchange of stock occurring during the Performance Period; (x) any other items of significant income or expense which are determined to be appropriate adjustments; (xi) items relating to unusual or extraordinary corporate transactions, events or developments, (xii) items related to amortization of acquired intangible assets; (xiii) items that are outside the scope of the Company's core, on-going business activities; (xiv) items related to acquired in-process research and development; (xv) items relating to changes in tax laws; (xvi) items relating to major licensing or partnership arrangements; (xvii) items relating to asset impairment charges; (xviii) items relating to gains or losses for litigation, arbitration and contractual settlements; or (xix) items relating to any other unusual or nonrecurring events or changes in applicable laws, accounting principles or business conditions. For all Awards intended to qualify as Performance-Based Compensation, such determinations shall be made within the time prescribed by, and otherwise in compliance with, Section 162(m) of the Code.

2.36 "***Performance Goals***" shall mean, for a Performance Period, one or more goals established in writing by the Administrator for the Performance Period based upon one or more Performance Criteria. Depending on the Performance Criteria used to establish such Performance Goals, the Performance Goals may be expressed in terms of overall Company performance or the performance of a Subsidiary, division, business unit, or an individual. The achievement of each Performance Goal shall be determined, to the extent applicable, with reference to Applicable Accounting Standards.

2.37 "***Performance Period***" shall mean one or more periods of time, which may be of varying and overlapping durations, as the Administrator may select, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Holder's right to, and the payment of, an Award.

2.38 "***Performance Stock Unit***" shall mean a Performance Award awarded under Section 9.1 which is denominated in units of value including dollar value of shares of Common Stock.

2.39 "***Permitted Transferee***" shall mean, with respect to a Holder, any "family member" of the Holder, as defined under the instructions to use the Form S-8 Registration Statement under the Securities Act, or any other transferee specifically approved by the Administrator after taking into account Applicable Law.

2.40 "***Plan***" shall have the meaning set forth in Article 1.

2.41 "***Prior Plan***" shall mean the 2008 Stock Option Plan of the Company, as such plan may be amended from time to time.

2.42 "***Prior Plan Award***" shall mean an award outstanding under the Prior Plan as of the Effective Date.

2.43 "***Restricted Stock***" shall mean Shares awarded under Article 7 that are subject to certain restrictions and may be subject to risk of forfeiture or repurchase.

2.44 "***Restricted Stock Units***" shall mean the right to receive Shares awarded under Article 8.

2.45 "***Securities Act***" shall mean the Securities Act of 1933, as amended.

2.46 "***Shares***" shall mean shares of Common Stock.

2.47 "***Stock Appreciation Right***" shall mean a stock appreciation right granted under Article 10.

2.48 "***Stock Appreciation Right Term***" shall have the meaning set forth in Section 10.4.

2.49 "***Stock Payment***" shall mean (a) a payment in the form of Shares, or (b) an option or other right to purchase Shares, as part of a bonus, deferred compensation or other arrangement, awarded under Section 9.2.

2.50 "***Subsidiary***" shall mean any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

2.51 "***Substitute Award***" shall mean an Award granted under the Plan upon the assumption of, or in substitution for, outstanding equity awards previously granted by a company or other entity in connection with a corporate transaction, such as a merger, combination, consolidation or acquisition of property or stock; provided, however, that in no event shall the term "Substitute Award" be construed to refer to an award made in connection with the cancellation and repricing of an Option or Stock Appreciation Right.

2.52 "***Termination of Service***" shall mean:

(a) As to a Consultant, the time when the engagement of a Holder as a Consultant to the Company or any Subsidiary is terminated for any reason, with or without cause, including, without limitation, by resignation, discharge, death, retirement or expiration of the consulting relationship, but excluding terminations where the Consultant simultaneously commences or remains in employment or service with the Company or any Subsidiary.

(b) As to a Non-Employee Director, the time when a Holder who is a Non-Employee Director ceases to be a Director for any reason, with or without cause, including, without limitation, a termination by resignation, failure to be elected or reelected, removal, death or retirement, but excluding terminations where the Holder simultaneously commences or remains in employment or service with the Company or any Subsidiary.

(c) As to an Employee, the time when the employee-employer relationship between a Holder and the Company or any Subsidiary is terminated for any reason, with or without cause, including, without limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where the Holder simultaneously commences or remains in employment or service with the Company or any Subsidiary.

The Administrator, in its sole discretion but subject to Section 13.11 (if applicable), shall determine the effect of all matters and questions relating to Terminations of Service, including, without limitation, the question of whether a Termination of Service resulted from a discharge for cause and all questions of whether particular leaves of absence constitute a Termination of Service; provided, however, that, with respect to Incentive Stock Options, unless the Administrator otherwise provides in the terms of the Award Agreement or otherwise, a leave of absence, change in status from an employee to an independent contractor or other change in the employee-employer relationship shall constitute a Termination of Service only if, and to the extent that, such leave of absence, change in status or other change interrupts employment for the purposes of Section 422(a)(2) of the Code and the then applicable regulations and revenue

rulings under said Section. For purposes of the Plan, a Holder's employee-employer relationship or consultancy relationship shall be deemed to be terminated in the event that the Subsidiary employing or contracting with such Holder ceases to remain a Subsidiary following any merger, sale of stock or other corporate transaction or event (including, without limitation, a spin-off).

ARTICLE 3.

SHARES SUBJECT TO THE PLAN

3.1 Number of Shares.

(a) Subject to Section 13.2 and Section 3.1(b) and, with respect to Incentive Stock Options only, to the penultimate sentence of this Section 3.1(a), the aggregate number of Shares that may be issued or transferred pursuant to Awards under the Plan is the sum of (i) 10,000,000, (ii) any Shares which as of the Effective Date are available for issuance under the Prior Plan, or are subject to Prior Plan Awards which become available for future grants of Awards under the Plan following the Effective Date pursuant to Section 3.1(b); and (iii) an annual increase on the first day of each year during the term of the Plan, beginning on January 1, 2013, equal to the lesser of (A) three percent (3.0%) of the Shares outstanding (on an as-converted basis) on the last day of the immediately preceding fiscal year, and (B) such smaller number of Shares as determined by the Board. The aggregate number of Shares authorized for issuance under the Prior Plan was 10,000,000 Shares and, accordingly, the total number of Shares available for issuance under the Plan pursuant to clause (ii) in the preceding sentence shall not exceed 10,000,000 Shares. Notwithstanding anything in this Section 3.1 to the contrary, the aggregate number of Shares that may be issued or transferred pursuant to Incentive Stock Options under the Plan shall not exceed an aggregate of 35,000,000 Shares, subject to Section 3.1(c) and subject to adjustment pursuant to Section 13.2. From and after the Effective Date, no awards shall be granted under the Prior Plan; however, any Prior Plan Award shall continue to be subject to the terms and conditions of the Prior Plan.

(b) To the extent all or a portion of an Award or a Prior Plan Award is forfeited, terminates, expires or lapses for any reason, or is settled for cash without the delivery of Shares to the Holder, any Shares subject to such Award, Prior Plan Award or portion thereof, to the extent of such forfeiture, termination, expiration, lapse or cash settlement, shall again be or shall become, as applicable, available for the grant of an Award pursuant to the Plan. Any Shares tendered by a Holder or withheld by the Company or any Subsidiary to satisfy the grant or exercise price or tax withholding obligation in connection with all or a portion of an Award or Prior Plan Award shall again be or shall become, as applicable, available for the grant of an Award pursuant to the Plan. Any Shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right on exercise thereof shall again be available for the grant of an Award pursuant to the Plan. Any Shares repurchased by or surrendered to the Company pursuant to Section 7.5 or in connection with any Prior Plan Award so that such Shares are returned to the Company shall again be or shall become, as applicable, available for the grant of an Award pursuant to the Plan. Notwithstanding the provisions of this Section 3.1(b), no Shares may again be or, as applicable, may become eligible to be, optioned, granted or awarded if such action would cause an Incentive Stock Option to fail to qualify as an incentive stock option under Section 422 of the Code.

(c) To the extent permitted by Applicable Law, Substitute Awards shall not reduce the Shares authorized for grant under the Plan. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan; provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not employed by or providing services to the Company or its Subsidiaries immediately prior to such acquisition or combination.

3.2 Stock Distributed. Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Common Stock, treasury Common Stock or Common Stock purchased on the open market.

3.3 Limitation on Size of Awards. Notwithstanding any provision in the Plan to the contrary, and subject to Section 13.2, the maximum aggregate number of Shares with respect to one or more Awards that may be granted to any one person during any calendar year shall be 3,000,000 and the maximum aggregate amount of cash that may be paid in cash to any one person during any calendar year with respect to one or more Awards payable in cash shall be $3,000,000. To the extent required by Section 162(m) of the Code, Shares subject to Awards which are canceled shall continue to be counted against the Award Limit.

ARTICLE 4.

GRANTING OF AWARDS

4.1 Participation. The Administrator may, from time to time, select from among all Eligible Individuals those to whom an Award shall be granted and shall determine the nature and amount of each Award, which shall not be inconsistent with the requirements of the Plan. No Eligible Individual shall have any right to be granted an Award pursuant to the Plan.

4.2 Award Agreement. Unless otherwise determined by the Administrator, each Award shall be evidenced by an Award Agreement that sets forth the terms, conditions and limitations for such Award, which may include the term of the Award, the provisions applicable in the event of the Holder's Termination of Service, and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award. Award Agreements evidencing Awards intended to qualify as Performance-Based Compensation shall contain such terms and conditions as may be necessary to meet the applicable provisions of Section 162(m) of the Code. Award Agreements evidencing Incentive Stock Options shall contain such terms and conditions as may be necessary to meet the applicable provisions of Section 422 of the Code.

4.3 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan, and any Award granted or awarded to any individual who is then subject to Section 16 of the Exchange Act, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including Rule 16b-3 of the Exchange Act and any amendments thereto) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

4.4 At-Will Employment; Voluntary Participation. Nothing in the Plan or in any Award Agreement shall confer upon any Holder any right to continue in the employ of, or as a Director or Consultant for, the Company or any Subsidiary, or shall interfere with or restrict in any way the rights of the Company and any Subsidiary, which rights are hereby expressly reserved, to discharge any Holder at any time for any reason whatsoever, with or without cause, and with or without notice, or to terminate or change all other terms and conditions of employment or engagement, except to the extent expressly provided otherwise in a written agreement between the Holder and the Company or any Subsidiary. Participation by each Holder in the Plan shall be voluntary and nothing in the Plan shall be construed as mandating that any Eligible Individual shall participate in the Plan.

4.5 Foreign Holders. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in countries other than the United States in which the Company and its Subsidiaries operate or have Employees, Non-Employee Directors or Consultants, or in order to comply with the requirements of any foreign securities exchange, the Administrator, in its sole discretion, shall have the power and authority to: (a) determine which Subsidiaries shall be covered by the Plan; (b) determine which Eligible Individuals outside the United States are eligible to participate in the Plan; (c) modify the terms and conditions of any Award granted to Eligible Individuals outside the United States to comply with applicable foreign laws or listing requirements of any such foreign securities exchange; (d) establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable (any such subplans and/or modifications shall be attached to the Plan as appendices); provided, however, that no such subplans and/or modifications shall increase the share limitations contained in Sections 3.1 and 3.3; and (e) take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any necessary local governmental regulatory exemptions or approvals or listing requirements of any such foreign securities exchange. Notwithstanding the foregoing, the Administrator may not take any actions hereunder, and no Awards shall be granted, that would violate Applicable Law. For purposes of the Plan, all references to foreign laws, rules, regulations or taxes shall be references to the laws, rules, regulations and taxes of any applicable jurisdiction other than the United States or a political subdivision thereof.

4.6 Non-Employee Director Awards. The Administrator may, in its discretion, provide that Awards granted to Non-Employee Directors shall be granted pursuant to a written formula established by the Administrator (the "***Non-Employee Director Compensation Policy***"), subject to the limitations of the Plan. The Non-Employee Director Compensation Policy shall set forth the type of Award(s) to be granted to Non-Employee Directors, the number of Shares to be subject to Non-Employee Director Awards, the conditions on which such Awards shall be

granted, become exercisable and/or payable and expire, and such other terms and conditions as the Administrator shall determine in its discretion. The Non-Employee Director Compensation Policy may be modified by the Administrator from time to time in its discretion.

4.7 Stand-Alone and Tandem Awards. Awards granted pursuant to the Plan may, in the sole discretion of the Administrator, be granted either alone, in addition to, or in tandem with, any other Award granted pursuant to the Plan. Awards granted in addition to or in tandem with other Awards may be granted either at the same time as or at a different time from the grant of such other Awards.

ARTICLE 5.

PROVISIONS APPLICABLE TO AWARDS INTENDED TO QUALIFY AS PERFORMANCE-BASED COMPENSATION

5.1 Purpose. The Committee, in its sole discretion, may determine at the time an Award is granted or at any time thereafter whether such Award is intended to qualify as Performance-Based Compensation. If the Committee, in its sole discretion, decides to grant such an Award to an Eligible Individual that is intended to qualify as Performance-Based Compensation, then the provisions of this Article 5 shall control over any contrary provision contained in the Plan. The Administrator may in its sole discretion grant Awards to other Eligible Individuals that are based on Performance Criteria or Performance Goals but that do not satisfy the requirements of this Article 5 and that are not intended to qualify as Performance-Based Compensation. Unless otherwise specified by the Administrator at the time of grant, the Performance Criteria with respect to an Award intended to be Performance-Based Compensation payable to a Covered Employee shall be determined on the basis of Applicable Accounting Standards.

5.2 Applicability. The grant of an Award to an Eligible Individual for a particular Performance Period shall not require the grant of an Award to such Individual in any subsequent Performance Period and the grant of an Award to any one Eligible Individual shall not require the grant of an Award to any other Eligible Individual in such period or in any other period.

5.3 Types of Awards. Notwithstanding anything in the Plan to the contrary, the Committee may grant any Award to an Eligible Individual intended to qualify as Performance-Based Compensation, including, without limitation, Restricted Stock the restrictions with respect to which lapse upon the attainment of specified Performance Goals, Restricted Stock Units that vest and become payable upon the attainment of specified Performance Goals and any Performance Awards described in Article 9 that vest or become exercisable or payable upon the attainment of one or more specified Performance Goals.

5.4 Procedures with Respect to Performance-Based Awards. To the extent necessary to comply with the requirements of Section 162(m)(4)(C) of the Code, with respect to any Award granted to one or more Eligible Individuals which is intended to qualify as Performance-Based Compensation, no later than 90 days following the commencement of any Performance Period or any designated fiscal period or period of service (or such earlier time as may be required under Section 162(m) of the Code), the Committee shall, in writing, (a) designate one or more Eligible

Individuals, (b) select the Performance Criteria applicable to the Performance Period, (c) establish the Performance Goals, and amounts of such Awards, as applicable, which may be earned for such Performance Period based on the Performance Criteria, and (d) specify the relationship between Performance Criteria and the Performance Goals and the amounts of such Awards, as applicable, to be earned by each Covered Employee for such Performance Period. Following the completion of each Performance Period, the Committee shall certify in writing whether and the extent to which the applicable Performance Goals have been achieved for such Performance Period. In determining the amount earned under such Awards, the Committee shall have the right to reduce or eliminate (but not to increase) the amount payable at a given level of performance to take into account additional factors that the Committee may deem relevant, including the assessment of individual or corporate performance for the Performance Period.

5.5 Payment of Performance-Based Awards. Unless otherwise provided in the applicable Award Agreement and only to the extent otherwise permitted by Section 162(m)(4)(C) of the Code, as to an Award that is intended to qualify as Performance-Based Compensation, the Holder must be employed by the Company or a Subsidiary throughout the Performance Period. Unless otherwise provided in the applicable Performance Goals or Award Agreement, a Holder shall be eligible to receive payment pursuant to such Awards for a Performance Period only if and to the extent the Performance Goals for such period are achieved.

5.6 Additional Limitations. Notwithstanding any other provision of the Plan and except as otherwise determined by the Administrator, any Award which is granted to an Eligible Individual and is intended to qualify as Performance-Based Compensation shall be subject to any additional limitations set forth in Section 162(m) of the Code or any regulations or rulings issued thereunder that are requirements for qualification as Performance-Based Compensation, and the Plan and the Award Agreement shall be deemed amended to the extent necessary to conform to such requirements.

ARTICLE 6.

OPTIONS

6.1 Granting of Options to Eligible Individuals. The Administrator is authorized to grant Options to Eligible Individuals from time to time, in its sole discretion, on such terms and conditions as it may determine which shall not be inconsistent with the Plan.

6.2 Option Exercise Price. The exercise price per Share subject to each Option shall be set by the Administrator, but shall not be less than 100% of the Fair Market Value of a Share on the date the Option is granted (or, as to Incentive Stock Options, on the date the Option is modified, extended or renewed for purposes of Section 424(h) of the Code). In addition, in the case of Incentive Stock Options granted to a Greater Than 10% Stockholder, such price shall not be less than 110% of the Fair Market Value of a Share on the date the Option is granted (or the date the Option is modified, extended or renewed for purposes of Section 424(h) of the Code).

6.3 Option Vesting.

(a) The period during which the right to exercise, in whole or in part, an Option vests in the Holder shall be set by the Administrator and the Administrator may determine that an Option may not be exercised in whole or in part for a specified period after it is granted. Such vesting may be based on service with the Company or any Subsidiary, any of the Performance Criteria, or any other criteria selected by the Administrator. At any time after grant of an Option, the Administrator may, in its sole discretion, and subject to whatever terms and conditions it selects, accelerate the period during which an Option vests.

(b) No portion of an Option which is unexercisable at a Holder's Termination of Service shall thereafter become exercisable, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Option.

6.4 Manner of Exercise. All or a portion of an exercisable Option shall be deemed exercised upon delivery of all of the following to the Secretary of the Company, or such other person or entity designated by the Administrator, or his, her or its office, as applicable:

(a) A written or electronic notice complying with the applicable rules established by the Administrator stating that the Option, or a portion thereof, is exercised. The notice shall be signed by the Holder or other person then entitled to exercise the Option or such portion of the Option;

(b) Such representations and documents as the Administrator, in its sole discretion, deems necessary or advisable to effect compliance with Applicable Law. The Administrator may, in its sole discretion, also take whatever additional actions it deems appropriate to effect such compliance including, without limitation, placing legends on share certificates and issuing stop-transfer notices to agents and registrars;

(c) In the event that the Option shall be exercised by any person or persons other than the Holder, appropriate proof of the right of such person or persons to exercise the Option, as determined in the sole discretion of the Administrator; and

(d) Full payment of the exercise price and applicable withholding taxes to the stock administrator of the Company for the Shares with respect to which the Option, or portion thereof, is exercised, in a manner permitted by Section 11.1 and 11.2.

6.5 Partial Exercise. An exercisable Option may be exercised in whole or in part. However, an Option shall not be exercisable with respect to fractional Shares unless determined otherwise by the Administrator, and the Administrator may require that, by the terms of the Option, a partial exercise must be with respect to a minimum number of Shares.

6.6 Option Term. The term of each Option (the "***Option Term***") shall be set by the Administrator in its sole discretion; provided, however, that the Option Term shall not be more than ten (10) years from the date the Option is granted, or five (5) years from the date an Incentive Stock Option is granted to a Greater Than 10% Stockholder. The Administrator shall determine the time period, including the time period following a Termination of Service, during which the Holder has the right to exercise the vested Options, which time period may not extend beyond the last day of the Option Term. Except as limited by the requirements of Section 409A

or Section 422 of the Code and regulations and rulings thereunder, the Administrator may extend the Option Term of any outstanding Option, and may extend the time period during which vested Options may be exercised, in connection with any Termination of Service of the Holder, and may amend any other term or condition of such Option relating to such a Termination of Service.

6.7 Qualification of Incentive Stock Options. No Incentive Stock Option shall be granted to any person who is not an Employee of the Company or any subsidiary corporation (as defined in Section 424(f) of the Code) of the Company. No person who qualifies as a Greater Than 10% Stockholder may be granted an Incentive Stock Option unless such Incentive Stock Option conforms to the applicable provisions of Section 422 of the Code. Any Incentive Stock Option granted under the Plan may be modified by the Administrator, with the consent of the Holder, to disqualify such Option from treatment as an "incentive stock option" under Section 422 of the Code. To the extent that the aggregate Fair Market Value of stock with respect to which "incentive stock options" (within the meaning of Section 422 of the Code, but without regard to Section 422(d) of the Code) are exercisable for the first time by a Holder during any calendar year under the Plan, and all other plans of the Company and any subsidiary or parent corporation thereof (each as defined in Section 424(f) and (e) of the Code, respectively), exceeds $100,000, the Options shall be treated as Non-Qualified Stock Options to the extent required by Section 422 of the Code. The rule set forth in the preceding sentence shall be applied by taking Options and other "incentive stock options" into account in the order in which they were granted and the Fair Market Value of stock shall be determined as of the time the respective Options were granted.

6.8 Notification Regarding Disposition. The Holder shall give the Company prompt written or electronic notice of any disposition of Shares acquired by exercise of an Incentive Stock Option which occurs within (a) two years from the date of granting (including the date the Option is modified, extended or renewed for purposes of Section 424(h) of the Code) such Option to such Holder, or (b) one year after the transfer of such Shares to such Holder.

6.9 Substitute Awards. Notwithstanding the foregoing provisions of this Article 6 to the contrary, in the case of an Option that is a Substitute Award, the price per share of the Shares subject to such Option may be less than the Fair Market Value per share on the date of grant; provided that the excess of: (a) the aggregate Fair Market Value (as of the date such Substitute Award is granted) of the Shares subject to the Substitute Award, over (b) the aggregate exercise price thereof does not exceed the excess of: (x) the aggregate fair market value (as of the time immediately preceding the transaction giving rise to the Substitute Award, such fair market value to be determined by the Administrator) of the shares of the predecessor entity that were subject to the grant assumed or substituted for by the Company, over (y) the aggregate exercise price of such shares.

6.10 Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not, without the written consent of a Participant, impair any of such Participant's rights under any Option previously granted. Any outstanding Incentive Stock Option that is modified, extended, renewed or otherwise altered will be treated in accordance with Section 424(h) of the Code. By written notice to affected Holders, the Committee may reduce the Exercise Price of outstanding Options without the consent of such Holders; provided, however, that the Exercise Price may not be reduced below the Fair Market Value on the date the action is taken to reduce the Exercise Price.

6.11 No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan relating to Incentive Stock Options will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 422 of the Code or, without the consent of the Holder affected, to disqualify any Incentive Stock Option under Section 422 of the Code.

ARTICLE 7.

RESTRICTED STOCK

7.1 Award of Restricted Stock.

(a) The Administrator is authorized to grant Restricted Stock to Eligible Individuals, and shall determine the terms and conditions, including the restrictions applicable to each award of Restricted Stock, which terms and conditions shall not be inconsistent with the Plan, and may impose such conditions on the issuance of such Restricted Stock as it deems appropriate.

(b) The Administrator shall establish the purchase price, if any, and form of payment for Restricted Stock; provided, however, that if a purchase price is charged, such purchase price shall be no less than the par value, if any, of the Shares to be purchased, unless otherwise permitted by Applicable Law. The purchase price per Share may, however, be less than the Fair Market Value. In all cases, legal consideration shall be required for each issuance of Restricted Stock.

7.2 Rights as Stockholders. Subject to Section 7.4, upon issuance of Restricted Stock, the Holder shall have, unless otherwise provided by the Administrator, all the rights of a stockholder with respect to said Shares, subject to the restrictions in each individual Award Agreement, including the right to receive all dividends and other distributions paid or made with respect to the Shares; provided, however, that, in the sole discretion of the Administrator, any extraordinary distributions with respect to the Shares shall be subject to the restrictions set forth in Section 7.3.

7.3 Restrictions. All shares of Restricted Stock (including any shares received by Holders thereof with respect to shares of Restricted Stock as a result of stock dividends, stock splits or any other form of recapitalization) shall, in the terms of each individual Award Agreement, be subject to such restrictions, including without limitation risks of forfeiture, and vesting requirements as the Administrator shall provide. Such restrictions may include, without limitation, restrictions concerning voting rights and transferability and such restrictions may lapse separately or in combination at such times and pursuant to such circumstances or based on such criteria as selected by the Administrator, including, without limitation, criteria based on the Holder's duration of employment, directorship or consultancy with the Company, the Performance Criteria, Company performance, individual performance or other criteria selected by the Administrator. By action taken after the Restricted Stock is issued, the Administrator may, on such terms and conditions as it may determine to be appropriate, accelerate the vesting of such Restricted Stock by removing any or all of the restrictions imposed by the terms of the Award Agreement.

7.4 Share Vesting. No Restricted Stock that is not vested at a Holder's Termination of Service shall thereafter become vested, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Restricted Stock.

7.5 Repurchase or Forfeiture of Restricted Stock. Except as otherwise determined by the Administrator at the time of the grant of the Award or thereafter, (i) if no price was paid by the Holder for the Restricted Stock, as set forth in the individual Award Agreement, upon a Termination of Service during the applicable restriction period, the Holder's rights in unvested Restricted Stock then subject to restrictions shall lapse, and such Restricted Stock shall be surrendered to the Company and cancelled without consideration, and (ii) if a price was paid by the Holder for the Restricted Stock, as set forth in the individual Award Agreement, upon a Termination of Service during the applicable restriction period, the Company shall have the right to repurchase from the Holder the unvested Restricted Stock then subject to restrictions at a cash price per share equal to the price paid by the Holder for such Restricted Stock or such other amount as may be specified in the Award Agreement.

7.6 Certificates for Restricted Stock. Restricted Stock granted pursuant to the Plan may be evidenced in such manner as the Administrator shall determine. Certificates or book entries evidencing shares of Restricted Stock must include an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock. The Company may, in it sole discretion, (a) retain physical possession of any stock certificate evidencing shares of Restricted Stock until the restrictions thereon shall have lapsed and/or (b) require that the stock certificates evidencing shares of Restricted Stock be held in custody by a designated escrow agent (which may, but need not be, the Company) until the restrictions thereon shall have lapsed, and that the Holder deliver a stock power, endorsed in blank, relating to such Restricted Stock.

7.7 Section 83(b) Election. If a Holder makes an election under Section 83(b) of the Code to be taxed with respect to the Restricted Stock as of the date of transfer of the Restricted Stock rather than as of the date or dates upon which the Holder would otherwise be taxable under Section 83(a) of the Code, the Holder shall be required to deliver a copy of such election to the Company promptly after filing such election with the Internal Revenue Service.

ARTICLE 8.

RESTRICTED STOCK UNITS

8.1 Grant of Restricted Stock Units. The Administrator is authorized to grant Awards of Restricted Stock Units to any Eligible Individual selected by the Administrator in such amounts and subject to such terms and conditions as determined by the Administrator.

8.2 Term. Except as otherwise provided herein, the term of a Restricted Stock Unit award shall be set by the Administrator in its sole discretion.

8.3 Purchase Price. The Administrator shall specify the purchase price, if any, to be paid by the Holder to the Company with respect to any Restricted Stock Unit award; provided, however, that value of the consideration shall not be less than the par value of a Share, unless otherwise permitted by Applicable Law. The purchase price per Share may, however, be less than the Fair Market Value. In all cases, legal consideration shall be required for each issuance of Restricted Stock Units.

8.4 Vesting of Restricted Stock Units. At the time of grant, the Administrator shall specify the date or dates on which the Restricted Stock Units shall become fully vested and nonforfeitable, and may specify such conditions to vesting as it deems appropriate, including, without limitation, vesting based upon the Holder's duration of service to the Company or any Subsidiary, one or more Performance Criteria, Company performance, individual performance or other specific criteria, in each case on a specified date or dates or over any period or periods, as determined by the Administrator, subject to Section 3.4.

8.5 Maturity and Payment. At the time of grant, the Administrator shall specify the maturity date applicable to each grant of Restricted Stock Units which shall be no earlier than the vesting date or dates of the Award and may be determined at the election of the Holder (if permitted by the applicable Award Agreement); provided that, except as otherwise expressly set forth in an applicable Award Agreement, the maturity date relating to each Restricted Stock Unit shall not occur following the later of (a) the 15th day of the third month following the end of calendar year in which the applicable portion of the Restricted Stock Unit vests; or (b) the 15th day of the third month following the end of the Company's fiscal year in which the applicable portion of the Restricted Stock Unit vests. On the maturity date, the Company shall, subject to Section 11.4(e), transfer to the Holder one unrestricted, fully transferable Share for each Restricted Stock Unit scheduled to be paid out on such date and not previously forfeited, or in the sole discretion of the Administrator, an amount in cash equal to the Fair Market Value of such Shares on the maturity date or a combination of cash and Common Stock as determined by the Administrator. No portion of a Restricted Stock Unit which is unexercisable at a Holder's Termination of Service shall thereafter vest, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Restricted Stock Unit.

8.6 No Rights as a Stockholder. Unless otherwise determined by the Administrator, a Holder of Restricted Stock Units shall possess no incidents of ownership with respect to the Shares represented by such Restricted Stock Units, unless and until such Shares are transferred to the Holder pursuant to the terms of this Plan and the Award Agreement.

ARTICLE 9.

PERFORMANCE AWARDS AND STOCK PAYMENTS

9.1 Performance Awards.

(a) The Administrator is authorized to grant Performance Awards, including Awards of Performance Stock Units and Awards of cash bonuses or other cash awards determined in the Administrator's discretion from time to time, to any Eligible Individual and to

determine whether such Performance Awards shall be Performance-Based Compensation. The value of Performance Awards, including Performance Stock Units, may be linked to any one or more of the Performance Criteria or other specific criteria determined by the Administrator, in each case on a specified date or dates or over any period or periods determined by the Administrator. Performance Awards, including Performance Stock Unit awards may be paid in cash, Shares, or a combination of cash and Shares, as determined by the Administrator.

(b) Without limiting Section 9.1(a), the Administrator may grant Performance Awards to any Eligible Individual in the form of a cash bonus payable upon the attainment of Performance Goals, or such other criteria, whether or not objective, which are established by the Administrator, in each case on a specified date or dates or over any period or periods determined by the Administrator. Any such bonuses paid to a Holder which are intended to be Performance-Based Compensation shall be based upon objectively determinable bonus formulas established in accordance with the provisions of Article 5.

9.2 Stock Payments. The Administrator is authorized to make Stock Payments to any Eligible Individual. The number or value of Shares of any Stock Payment shall be determined by the Administrator and may be based upon one or more Performance Criteria or any other specific criteria, including service to the Company or any Subsidiary, determined by the Administrator. Shares underlying a Stock Payment which is subject to a vesting schedule or other conditions or criteria set by the Administrator will not be issued until those conditions have been satisfied. Unless otherwise provided by the Administrator, a Holder of a Stock Payment shall have no rights as a Company stockholder with respect to such Stock Payment until such time as the Stock Payment has vested and the Shares underlying the Award have been issued to the Holder. Stock Payments may, but are not required to, be made in lieu of base salary, bonus, fees or other cash compensation otherwise payable to such Eligible Individual.

9.3 Term. The term of a Performance Award and/or Stock Payment award shall be set by the Administrator in its sole discretion.

9.4 Purchase Price. The Administrator may establish the purchase price of a Performance Award or Shares distributed as a Stock Payment award; provided, however, that value of the consideration shall not be less than the par value of a Share, unless otherwise permitted by Applicable Law. The purchase price per Share may, however, be less than the Fair Market Value. In all cases, legal consideration shall be required for all Shares issued pursuant to a Performance Award of as a Stock Payment award.

9.5 Maturity and Vesting. No portion of a Performance Award or Stock Payment award which is has not vested or matured at a Holder's Termination of Service shall thereafter mature or vest, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Performance Award or Stock Payment award.

ARTICLE 10.

STOCK APPRECIATION RIGHTS

10.1 Grant of Stock Appreciation Rights .

(a) The Administrator is authorized to grant Stock Appreciation Rights to Eligible Individuals from time to time, in its sole discretion, on such terms and conditions as it may determine consistent with the Plan.

(b) A Stock Appreciation Right shall entitle the Holder (or other person entitled to exercise the Stock Appreciation Right pursuant to the Plan) to exercise all or a specified portion of the Stock Appreciation Right (to the extent then exercisable pursuant to its terms) and to receive from the Company an amount determined by multiplying the difference obtained by subtracting the exercise price per share of the Stock Appreciation Right from the Fair Market Value on the date of exercise of the Stock Appreciation Right by the number of Shares with respect to which the Stock Appreciation Right shall have been exercised, subject to any limitations the Administrator may impose. Except as described in (c) below, the exercise price per Share subject to each Stock Appreciation Right shall be set by the Administrator, but shall not be less than 100% of the Fair Market Value on the date the Stock Appreciation Right is granted.

(c) Notwithstanding the foregoing provisions of Section 10.1(b) to the contrary, in the case of an Stock Appreciation Right that is a Substitute Award, the price per share of the Shares subject to such Stock Appreciation Right may be less than 100% of the Fair Market Value per share on the date of grant; provided that the excess of: (i) the aggregate Fair Market Value (as of the date such Substitute Award is granted) of the Shares subject to the Substitute Award, over (ii) the aggregate exercise price thereof does not exceed the excess of: (x) the aggregate fair market value (as of the time immediately preceding the transaction giving rise to the Substitute Award, such fair market value to be determined by the Administrator) of the shares of the predecessor entity that were subject to the grant assumed or substituted for by the Company, over (y) the aggregate exercise price of such shares.

10.2 Stock Appreciation Right Vesting.

(a) The period during which the right to exercise, in whole or in part, a Stock Appreciation Right vests in the Holder shall be set by the Administrator and the Administrator may determine that a Stock Appreciation Right may not be exercised in whole or in part for a specified period after it is granted. Such vesting may be based on service with the Company or any Subsidiary, or any other criteria selected by the Administrator. At any time after grant of a Stock Appreciation Right, the Administrator may, in its sole discretion and subject to whatever terms and conditions it selects, accelerate the period during which a Stock Appreciation Right vests.

(b) No portion of a Stock Appreciation Right which is unexercisable at Termination of Service shall thereafter become exercisable, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Stock Appreciation Right.

10.3 Manner of Exercise. All or a portion of an exercisable Stock Appreciation Right shall be deemed exercised upon delivery of all of the following to the stock administrator of the Company, or such other person or entity designated by the Administrator, or his, her or its office, as applicable:

(a) A written or electronic notice complying with the applicable rules established by the Administrator stating that the Stock Appreciation Right, or a portion thereof, is exercised. The notice shall be signed by the Holder or other person then entitled to exercise the Stock Appreciation Right or such portion of the Stock Appreciation Right;

(b) Such representations and documents as the Administrator, in its sole discretion, deems necessary or advisable to effect compliance with Applicable Law. The Administrator may, in its sole discretion, also take whatever additional actions it deems appropriate to effect such compliance; and

(c) In the event that the Stock Appreciation Right shall be exercised by any person or persons other than the Holder, appropriate proof of the right of such person or persons to exercise the Stock Appreciation Right.

10.4 Stock Appreciation Right Term. The term of each Stock Appreciation Right (the "***Stock Appreciation Right Term***") shall be set by the Administrator in its sole discretion; provided, however, that the term shall not be more than ten (10) years from the date the Stock Appreciation Right is granted. The Administrator shall determine the time period, including the time period following a Termination of Service, during which the Holder has the right to exercise a vested Stock Appreciation Right, which time period may not extend beyond the expiration date of the Stock Appreciation Right Term applicable to such Stock Appreciation Right. No portion of a Stock Appreciation Right that is not exercisable at a Holder's Termination of Service shall thereafter be exercisable, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Stock Appreciation Right. Except as limited by the requirements of Section 409A of the Code and regulations and rulings thereunder, the Administrator may extend the Stock Appreciation Right Term of any outstanding Stock Appreciation Right, and may extend the time period during which vested Stock Appreciation Rights may be exercised, in connection with any Termination of Service of the Holder, and may amend any other term or condition of such Stock Appreciation Right relating to such a Termination of Service.

10.5 Payment. Payment of the amounts payable with respect to Stock Appreciation Rights pursuant to this Article 10 shall be in cash, Shares (based on its Fair Market Value as of the date the Stock Appreciation Right is exercised), or a combination of both, as determined by the Administrator.

ARTICLE 11.

ADDITIONAL TERMS OF AWARDS

11.1 Payment. The Administrator shall determine the methods by which payments by any Holder with respect to any Awards granted under the Plan shall be made, including, without limitation: (a) cash or check, (b) Shares (including, in the case of payment of the exercise price of an Award, Shares issuable pursuant to the exercise of the Award) or Shares held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences, in each case, having a Fair Market Value on the date of delivery equal to the aggregate payments required, (c) delivery of a written or electronic notice that the Holder has placed a market sell order with a broker with respect to Shares then issuable upon exercise or vesting of an Award, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the aggregate payments required; provided that payment of such proceeds is then made to the Company upon settlement of such sale, (d) other form of legal consideration acceptable to the Administrator, or (e) any combination of the foregoing. The Administrator shall also determine the methods by which Shares shall be delivered or deemed to be delivered to Holders. Notwithstanding any other provision of the Plan to the contrary, no Holder who is a Director or an "executive officer" of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to make payment with respect to any Awards granted under the Plan, or continue any extension of credit with respect to such payment, with a loan from the Company or a loan arranged by the Company in violation of Section 13(k) of the Exchange Act.

11.2 Tax Withholding. The Company or any Subsidiary shall have the authority and the right to deduct or withhold, or require a Holder to remit to the Company, an amount sufficient to satisfy federal, state, local and foreign taxes (including the Holder's FICA or employment tax obligation) required by law to be withheld with respect to any taxable event concerning a Holder arising as a result of the Plan. The Administrator may in its sole discretion and in satisfaction of the foregoing requirement withhold, or allow a Holder to elect to have the Company withhold, Shares otherwise issuable under an Award (or allow the surrender of Shares). The number of Shares which may be so withheld or surrendered shall be limited to the number of Shares which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such supplemental taxable income. The Administrator shall determine the fair market value of the Shares, consistent with applicable provisions of the Code, for tax withholding obligations due in connection with a broker-assisted cashless Option or Stock Appreciation Right exercise involving the sale of Shares to pay the Option or Stock Appreciation Right exercise price or any tax withholding obligation.

11.3 Transferability of Awards.

(a) Except as otherwise provided in Section 11.3(b):

(i) No Award under the Plan may be sold, pledged, encumbered, assigned or transferred in any manner other than by will or the laws of descent and distribution

or, subject to the consent of the Administrator, pursuant to a DRO, unless and until such Award has been exercised, or the Shares underlying such Award have been issued, and all restrictions, including without limitation risks of forfeiture, applicable to such Shares have lapsed;

(ii) No Award or interest or right therein shall be liable for the debts, contracts or engagements of the Holder or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, hypothecation, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence; and

(iii) During the lifetime of the Holder, only the Holder may exercise an Award (or any portion thereof) granted to him under the Plan, unless it has been disposed of pursuant to a DRO; after the death of the Holder, any exercisable portion of an Award may, prior to the time when such portion becomes unexercisable under the Plan or the applicable Award Agreement, be exercised by Holder's personal representative or by any person empowered to do so under the deceased Holder's will or under the then applicable laws of descent and distribution.

(b) Notwithstanding Section 11.3(a), the Administrator, in its sole discretion, may determine to permit a Holder to transfer an Award other than an Incentive Stock Option to any one or more Permitted Transferees, subject to the following terms and conditions: (i) an Award transferred to a Permitted Transferee shall not be assignable or transferable by the Permitted Transferee other than by will or the laws of descent and distribution; (ii) an Award transferred to a Permitted Transferee shall continue to be subject to all the terms and conditions of the Award as applicable to the original Holder (other than the ability to further transfer the Award); (iii) any transfer of an Award to a Permitted Transferee shall be without consideration; and (iv) the Holder and the Permitted Transferee shall execute any and all documents requested by the Administrator, including, without limitation documents to (A) confirm the status of the transferee as a Permitted Transferee, (B) satisfy any requirements for an exemption for the transfer under Applicable Law and (C) evidence the transfer.

(c) Notwithstanding Section 11.3(a), a Holder may, in the manner determined by the Administrator, designate a beneficiary to exercise the rights of the Holder and to receive any distribution with respect to any Award upon the Holder's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Holder, except to the extent the Plan and the Award Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Administrator. If the Holder is married or a domestic partner in a domestic partnership qualified under Applicable Law and resides in a community property state, a designation of a person other than the Holder's spouse or domestic partner, as applicable, as his or her beneficiary with respect to more than 50% of the Holder's interest in the Award shall not be effective without the prior written or electronic consent of the Holder's spouse or domestic partner. If no beneficiary has been designated or survives the Holder, payment shall be made to the person entitled thereto pursuant to the Holder's will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Holder at any time; provided that the change or revocation is filed with the Administrator prior to the Holder's death.

11.4 Conditions to Issuance of Shares.

(a) Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates or make any book entries evidencing Shares pursuant to the exercise of any Award, unless and until the Board or the Committee has determined, with advice of counsel, that the issuance of such Shares is in compliance with Applicable Law and the Shares are covered by an effective registration statement or applicable exemption from registration. In addition to the terms and conditions provided herein, the Board or the Committee may require that a Holder make such reasonable covenants, agreements, and representations as the Board or the Committee, in its discretion, deems advisable in order to comply with Applicable Law as a condition to the issuance or exercise of any Award.

(b) All Share certificates delivered pursuant to the Plan and all Shares issued pursuant to book entry procedures are subject to any stop-transfer orders and other restrictions as the Administrator deems necessary or advisable to comply with Applicable Law. The Administrator may place legends on any Share certificate or book entry to reference restrictions applicable to the Shares.

(c) The Administrator shall have the right to require any Holder to comply with any timing or other restrictions with respect to the settlement, distribution or exercise of any Award, including a window-period limitation, as may be imposed in the sole discretion of the Administrator.

(d) No fractional Shares shall be issued and the Administrator shall determine, in its sole discretion, whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding down.

(e) Notwithstanding any other provision of the Plan, unless otherwise determined by the Administrator or required by Applicable Law, the Company shall not deliver to any Holder certificates evidencing Shares issued in connection with any Award and instead such Shares shall be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator).

11.5 Forfeiture and Claw-Back Provisions. Pursuant to its general authority to determine the terms and conditions applicable to Awards under the Plan, the Administrator shall have the right to provide, in an Award Agreement or otherwise, or to require a Holder to agree by separate written or electronic instrument, that:

(a) (i) Any proceeds, gains or other economic benefit actually or constructively received by the Holder upon any receipt or exercise of the Award, or upon the receipt or resale of any Shares underlying the Award, must be paid to the Company, and (ii) the Award shall terminate and any unexercised portion of the Award (whether or not vested) shall be forfeited, if (x) a Termination of Service occurs prior to a specified date, or within a specified time period following receipt or exercise of the Award, or (y) the Holder at any time, or during a specified time period, engages in any activity in competition with the Company, or which is inimical, contrary or harmful to the interests of the Company, as further defined by the Administrator or (z) the Holder incurs a Termination of Service for Misconduct; and

(b) All Awards (including any proceeds, gains or other economic benefit actually or constructively received by the Holder upon any receipt or exercise of any Award or upon the receipt or resale of any Shares underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder, to the extent set forth in such claw-back policy and/or in the applicable Award Agreement.

ARTICLE 12.

ADMINISTRATION

12.1 Administrator. The Committee (or another committee or a subcommittee of the Board assuming the functions of the Committee under the Plan) shall administer the Plan (except as otherwise permitted herein) and, unless otherwise determined by the Board, shall consist solely of two or more Non-Employee Directors appointed by and holding office at the pleasure of the Board, each of whom is intended to qualify as both a "non-employee director" as defined by Rule 16b-3 of the Exchange Act or any successor rule, an "outside director" for purposes of Section 162(m) of the Code, and an "independent director" under the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded; provided that any action taken by the Committee shall be valid and effective, whether or not members of the Committee at the time of such action are later determined not to have satisfied the requirements for membership set forth in this Section 12.l or otherwise provided in any charter of the Committee. Except as may otherwise be provided in any charter of the Committee, appointment of Committee members shall be effective upon acceptance of appointment. Committee members may resign at any time by delivering written or electronic notice to the Board. Vacancies in the Committee may only be filled by the Board. Notwithstanding the foregoing, (a) the full Board, acting by a majority of its members in office, shall conduct the general administration of the Plan with respect to Awards granted to Non-Employee Directors [and, if the Committee does not consist solely of two or more Non-Employee Directors, Awards granted to Covered Employees and officers], as defined in Rule 16a-1 of the Exchange Act, and, with respect to such Awards, the terms "Administrator" and "Committee" as used in the Plan shall be deemed to refer to the Board and (b) the Board or Committee may delegate its authority hereunder to the extent permitted by Section 12.6.

12.2 Duties and Powers of Committee. It shall be the duty of the Committee to conduct the general administration of the Plan in accordance with its provisions. The Committee shall have the power to interpret the Plan and the Award Agreement, and to adopt such rules for the administration, interpretation and application of the Plan as are not inconsistent therewith, to interpret, amend or revoke any such rules and to amend any Award Agreement; provided that the rights or obligations of the Holder of the Award that is the subject of any such Award Agreement are not affected adversely by such amendment, unless the consent of the Holder is obtained or such amendment is otherwise permitted under Section 13.10. Any such grant or award under the Plan need not be the same with respect to each Holder. Any such interpretations and rules with

respect to Incentive Stock Options shall be consistent with the provisions of Section 422 of the Code. In its sole discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan except with respect to matters which under Rule 16b-3 under the Exchange Act or any successor rule, or Section 162(m) of the Code, or any regulations or rules issued thereunder, or the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded are required to be determined in the sole discretion of the Committee.

12.3 Action by the Committee. Unless otherwise established by the Board or in any charter of the Committee, a majority of the Committee shall constitute a quorum and the acts of a majority of the members present at any meeting at which a quorum is present, and acts approved in writing by all members of the Committee in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Subsidiary, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

12.4 Authority of Administrator. Subject to the Company's Bylaws, the Committee's Charter and any specific designation in the Plan, the Administrator has the exclusive power, authority and sole discretion to:

(a) Designate Eligible Individuals to receive Awards;

(b) Determine the type or types of Awards to be granted to Eligible Individuals;

(c) Determine the number of Awards to be granted and the number of Shares to which an Award will relate;

(d) Determine the terms and conditions of any Award granted pursuant to the Plan, including, but not limited to, the exercise price, grant price, or purchase price, any performance criteria, any reload provision, any restrictions or limitations on the Award, any schedule for vesting, lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, and any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Administrator in its sole discretion determines;

(e) Determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;

(f) reduce or waive any criteria with respect to Performance Factors;

(g) adjust Performance Factors to take into account changes in law and accounting or tax rules as the Committee deems necessary or appropriate to reflect the impact of extraordinary or unusual items, events or circumstances to avoid windfalls or hardships provided that such adjustments are consistent with the regulations promulgated under Section 162(m) of the Code with respect to persons whose compensation is subject to Section 162(m) of the Code;

(h) Prescribe the form of each Award Agreement, which need not be identical for each Holder;

(i) Determine the Fair Market Value in good faith, if necessary;

(j) Grant waivers of Plan or Award conditions;

(k) Correct any defect, supply any omission or reconcile any inconsistency in this Plan, any Award or any Award Agreement;

(l) Determine whether an Award has been earned;

(m) Decide all other matters that must be determined in connection with an Award;

(n) Establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the Plan;

(o) Interpret the terms of, and any matter arising pursuant to, the Plan or any Award Agreement;

(p) Make all other decisions and determinations that may be required pursuant to the Plan or as the Administrator deems necessary or advisable to administer the Plan; and

(q) Accelerate wholly or partially the vesting or lapse of restrictions of any Award or portion thereof at any time after the grant of an Award, subject to whatever terms and conditions it selects and Sections 3.4 and 13.2(c).

12.5 Decisions Binding. The Administrator's interpretation of the Plan, any Awards granted pursuant to the Plan and any Award Agreement and all decisions and determinations by the Administrator with respect to the Plan are final, binding, and conclusive on all parties. Any dispute regarding the interpretation of the Plan or any Award Agreement shall be submitted by the Participant or Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and the Participant.

12.6 Delegation of Authority. To the extent permitted by Applicable Law, the Board or Committee may from time to time delegate to a committee of one or more members of the Board or one or more officers of the Company the authority to grant or amend Awards or to take other administrative actions pursuant to this Article 12; provided, however, that in no event shall an officer of the Company be delegated the authority to grant awards to, or amend awards held by, the following individuals: (a) individuals who are subject to Section 16 of the Exchange Act, (b) Covered Employees, or (c) officers of the Company (or Directors) to whom authority to grant or amend Awards has been delegated hereunder; provided, further, that any delegation of administrative authority shall only be permitted to the extent it is permissible under Section 162(m) of the Code and other Applicable Law. Any delegation hereunder shall be

subject to the restrictions and limits that the Board or Committee specifies at the time of such delegation, and the Board may at any time rescind the authority so delegated or appoint a new delegatee. At all times, the delegatee appointed under this Section 12.6 shall serve in such capacity at the pleasure of the Board and the Committee.

12.7 Section 162(m) of the Code and Section 16 of the Exchange Act . When necessary or desirable for an Award to qualify as "performance-based compensation" under Section 162(m) of the Code the Committee shall include at least two persons who are "outside directors" (as defined under Section 162(m) of the Code) and at least two (or a majority if more than two then serve on the Committee) such "outside directors" shall approve the grant of such Award and timely determine (as applicable) the Performance Period and any Performance Criteria upon which vesting or settlement of any portion of such Award is to be subject. When required by Section 162(m) of the Code, prior to settlement of any such Award at least two (or a majority if more than two then serve on the Committee) such "outside directors" then serving on the Committee shall determine and certify in writing the extent to which such Performance Criteria have been timely achieved and the extent to which the Shares subject to such Award have thereby been earned. Awards granted to Holders who are subject to Section 16 of the Exchange Act must be approved by two or more "non-employee directors" (as defined in the regulations promulgated under Section 16 of the Exchange Act). With respect to Holders whose compensation is subject to Section 162(m) of the Code, and provided that such adjustments are consistent with the regulations promulgated under Section 162(m) of the Code, the Committee may adjust the performance goals to account for changes in law and accounting and to make such adjustments as the Committee deems necessary or appropriate to reflect the impact of extraordinary or unusual items, events or circumstances to avoid windfalls or hardships, including without limitation (i) restructurings, discontinued operations, extraordinary items, and other unusual or non-recurring charges, (ii) an event either not directly related to the operations of the Company or not within the reasonable control of the Company's management, or (iii) a change in accounting standards required by generally accepted accounting principles.

ARTICLE 13.

MISCELLANEOUS PROVISIONS

13.1 Amendment, Suspension or Termination of the Plan.

(a) Except as otherwise provided in this Section 13.1, the Plan may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee. However, without approval of the Company's stockholders given within twelve (12) months before or after the action by the Administrator, no action of the Administrator may, except as provided in Section 13.2, increase the limits imposed in Section 3.1 on the maximum number of Shares which may be issued under the Plan. Except as provided in Section 13.10, no amendment, suspension or termination of the Plan shall, without the consent of the Holder, impair any rights or obligations under any Award theretofore granted or awarded, unless the Award itself otherwise expressly so provides.

(b) The Board or the Committee may, without stockholder approval, (i) amend any Award to reduce the per share exercise price of such an Award below the per share exercise price as of the date the Award is granted and (ii) grant an Award in exchange for, or in connection with, the cancellation or surrender of an Award having a higher per share exercise price.

(c) No Awards may be granted or awarded during any period of suspension or after termination of the Plan, and in no event may any Award be granted under the Plan after the tenth (10th) anniversary of the date this Plan is approved by the Board (the "Expiration Date"). Any Awards that are outstanding on the Expiration Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.

13.2 Changes in Common Stock or Assets of the Company, Acquisition or Liquidation of the Company and Other Corporate Events .

(a) In the event of any stock dividend, stock split, subdivision, combination or exchange of shares, merger, consolidation, distribution (other than normal cash dividends) of Company assets to stockholders, reclassification, recapitalization, or any other change affecting the Shares of the Company's stock or the share price of the Company's stock, the Administrator shall make equitable adjustments, if any, to reflect such change with respect to (i) the aggregate number and kind of Shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1 on the maximum number and kind of Shares which may be issued under the Plan, and adjustments of the Award Limit); (ii) the number and kind of Shares (or other securities or property) subject to outstanding Awards; (iii) the number and kind of Shares (or other securities or property) for which automatic grants are subsequently to be made to new and continuing Non-Employee Directors pursuant to Section 4.6; (iv) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); and (v) the grant or exercise price per share for any outstanding Awards under the Plan. Any adjustment affecting an Award intended as Performance-Based Compensation shall be made consistent with the requirements of Section 162(m) of the Code.

(b) In the event of any transaction or event described in Section 13.2(a) or any unusual or nonrecurring transactions or events affecting the Company, any Subsidiary of the Company, or the financial statements of the Company or any Subsidiary, or of changes in Applicable Law or accounting principles, including, without limitation, a Change in Control, the Administrator, in its sole discretion, and on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event and either automatically or upon the Holder's request, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any Award under the Plan, to facilitate such transactions or events or to give effect to such changes in laws, regulations or principles:

(i) To provide for either (A) termination of any such Award in exchange for an amount of cash, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Holder's rights (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction or event described in this Section 13.2 the

Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Holder's rights, then such Award may be terminated by the Company without payment) or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion having an aggregate value not exceeding the amount that could have been attained upon the exercise of such Award or realization of the Holder's rights had such Award been currently exercisable or payable or fully vested;

(ii) To provide that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;

(iii) To make adjustments in the number and type of Shares of the Company's stock (or other securities or property) subject to outstanding Awards, and in the number and kind of outstanding Restricted Stock and/or in the terms and conditions of (including the grant or exercise price), and the criteria included in, outstanding Awards and Awards which may be granted in the future;

(iv) To provide that such Award shall be exercisable or payable or fully vested with respect to all Shares covered thereby, notwithstanding anything to the contrary in the Plan or the applicable Award Agreement; and

(v) To provide that the Award cannot vest, be exercised or become payable after such event.

(c) In the event that the successor corporation in a Change in Control fails for any reason to assume or substitute for an Award upon the Change in Control, such Award shall become fully vested and, if applicable, exercisable and all forfeiture restrictions on such Award shall lapse as of immediately prior to the consummation of such Change in Control. If an Award is exercisable in lieu of assumption or substitution in the event of a Change in Control, the Administrator shall notify the Holder that the Award shall be fully exercisable for a period of fifteen (15) days from the date of such notice, contingent upon the occurrence of the Change in Control, and the Award shall terminate upon the expiration of such period.

(d) The Administrator may, in its sole discretion, include such further provisions and limitations in any Award, agreement or certificate, as it may deem equitable and in the best interests of the Company that are not inconsistent with the provisions of the Plan.

(e) With respect to Awards which are granted to Covered Employees and are intended to qualify as Performance-Based Compensation, no adjustment or action described in this Section 13.2 or in any other provision of the Plan shall be authorized to the extent that such adjustment or action would cause such Award to fail to so qualify as Performance-Based Compensation, unless the Administrator determines that the Award should not so qualify. No adjustment or action described in this Section 13.2 or in any other provision of the Plan shall be authorized to the extent that such adjustment or action would cause the Plan to violate

Section 422(b)(1) of the Code. Furthermore, no such adjustment or action shall be authorized to the extent such adjustment or action would result in short-swing profits liability under Section 16 or violate the exemptive conditions of Rule 16b-3 unless the Administrator determines that the Award is not to comply with such exemptive conditions.

(f) The existence of the Plan, any Award Agreement and the Awards granted hereunder shall not affect or restrict in any way the right or power of the Company or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of stock or of options, warrants or rights to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(g) No action shall be taken under this Section 13.2 which shall cause an Award to fail to comply with Section 409A of the Code or the Treasury Regulations thereunder, to the extent applicable to such Award.

(h) In the event of any pending stock dividend, stock split, subdivision, combination or exchange of shares, merger, consolidation, distribution (other than normal cash dividends) of Company assets to stockholders, reclassification, recapitalization or any other change affecting the Shares or the share price of the Common Stock, for reasons of administrative convenience, the Company in its sole discretion may refuse to permit the exercise of any Award during a period of up to thirty (30) days prior to the consummation of any such transaction.

13.3 Approval of Plan by Stockholders. The Plan will be submitted for the approval of the Company's stockholders within twelve (12) months after the date of the Board's initial adoption of the Plan.

13.4 No Stockholders Rights. Except as otherwise provided herein, a Holder shall have none of the rights of a stockholder with respect to Shares covered by any Award until the Holder becomes the record owner of such Shares. Without limiting the generality of the foregoing, no Holder will have any of the rights of a stockholder with respect to any Shares until the Shares are issued to the Holder. After Shares are issued to the Holder, the Holder will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares; provided, that if such Shares are Restricted Stock, then any new, additional or different securities the Holder may become entitled to receive with respect to such Shares by virtue of a stock dividend, stock split or any other change in the corporate or capital structure of the Company will be subject to the same restrictions as the Restricted Stock; provided, further, that the Holder will have no right to retain such stock dividends or stock distributions with respect to Shares that are repurchased by the Company pursuant to this Plan or the Award Agreement.

13.5 Paperless Administration. In the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Holder may be permitted through the use of such an automated system.

13.6 Effect of Plan upon Other Compensation Plans. The adoption of the Plan shall not affect any other compensation or incentive plans in effect for the Company or any Subsidiary. Nothing in the Plan shall be construed to limit the right of the Company or any Subsidiary: (a) to establish any other forms of incentives or compensation for Employees, Directors or Consultants of the Company or any Subsidiary, or (b) except as otherwise provided herein, to grant or assume options or other rights or awards otherwise than under the Plan in connection with any proper corporate purpose including without limitation, the grant or assumption of options in connection with the acquisition by purchase, lease, merger, consolidation or otherwise, of the business, stock or assets of any corporation, partnership, limited liability company, firm or association.

13.7 Compliance with Laws. The Plan, the granting and vesting of Awards under the Plan and the issuance and delivery of Shares and the payment of money under the Plan or under Awards granted or awarded hereunder are subject to compliance with all Applicable Laws (including but not limited to margin requirements), and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Any securities delivered under the Plan shall be subject to such restrictions, and the person acquiring such securities shall, if requested by the Company, provide such assurances and representations to the Company as the Company may deem necessary or desirable to assure compliance with all Applicable Laws. To the extent permitted by Applicable Laws, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to Applicable Laws.

13.8 Titles and Headings, References to Sections of the Code or Exchange Act. The titles and headings of the Sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control. References to sections of the Code or the Exchange Act shall include any amendment or successor thereto.

13.9 Governing Law. The Plan and any agreements hereunder shall be administered, interpreted and enforced under the internal laws of the State of Delaware without regard to conflicts of laws thereof or of any other jurisdiction.

13.10 Securities Law and Other Regulatory Compliance. An Award will not be effective unless such Award is in compliance with all applicable federal, state and foreign securities laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation to issue or deliver certificates for Shares under this Plan prior to:
(a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable;

and/or (b) completion of any registration or other qualification of such Shares under any state, federal or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the registration, qualification or listing requirements of any state securities laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so. As a condition to the grant of any Award, the Company may require the Holder to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

13.11 Section 409A. To the extent that the Administrator determines that any Award granted under the Plan is subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and any Award Agreements shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Administrator determines that any Award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Administrator may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance and thereby avoid the application of any penalty taxes under such Section. Further:

(a) Termination of Service shall not be deemed to have occurred for purposes of any provision of this Plan providing for the payment of any amounts following a Termination of Service that constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and the final regulations issued thereunder unless or until such termination also constitutes a "separation from service" within the meaning of Section 409A of the Code and the final regulations issued thereunder.

(b) If any payment to a Holder in connection with his or her Termination of Service is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and the final regulations issued thereunder and the Holder is a "specified employee" as defined in Section 409A of the Code and the final regulations issued thereunder, no part of such payment shall be paid before the day that is six months plus one day after the Holder's Termination of Service for reasons other than his or her death (the "New Payment Date"). The aggregate of any payments that otherwise would have been paid to the Holder during the period between the date of such Termination of Service and the New Payment Date shall be paid to the Holder in a single sum on the earlier of (i) such New Payment Date, or (ii) the Holder's death. Thereafter, any payments that remain outstanding as of the day immediately following the New Payment Date shall be paid without delay over the time period originally scheduled, in accordance with the terms of this Plan and the Holder's Award Agreement.

(c) Whenever a payment under an Award Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within 30 days following the date of Termination of Service"), the actual date of payment within the specified period shall be within the sole discretion of the Company (except as otherwise set forth in Section 13.11(b)).

(d) Notwithstanding anything herein to the contrary, the Company shall have no liability to any Holder or to any other person if the payments and benefits provided under this Plan or pursuant to any Award Agreement that are intended to be exempt from or compliant with Section 409A of the Code are not so exempt or compliant.

13.12 No Rights to Awards. No Eligible Individual or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Administrator is obligated to treat Eligible Individuals, Holders or any other persons uniformly.

13.13 Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Holder pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Holder any rights that are greater than those of a general creditor of the Company or any Subsidiary.

13.14 Indemnification. To the extent allowable pursuant to Applicable Law, each member of the Committee or of the Board shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; provided he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled pursuant to the Company's Certificate of Incorporation or Bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

13.15 Relationship to other Benefits. No payment pursuant to the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

13.16 Expenses. The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.

13.17 Escrow; Pledge of Shares. To enforce any restrictions on a Holder's Shares, the Committee may require the Holder to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately

endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing such restrictions to be placed on the certificates. Any Holder who is permitted to execute a promissory note as partial or full consideration for the purchase of Shares under this Plan will be required to pledge and deposit with the Company all or part of the Shares so purchased as collateral to secure the payment of the Holder's obligation to the Company under the promissory note; provided, however, that the Committee may require or accept other or additional forms of collateral to secure the payment of such obligation and, in any event, the Company will have full recourse against the Holder under the promissory note notwithstanding any pledge of the Holder's Shares or other collateral. In connection with any pledge of the Shares, the Holder will be required to execute and deliver a written pledge agreement in such form as the Committee will from time to time approve. The Shares purchased with the promissory note may be released from the pledge on a pro rata basis as the promissory note is paid.

13.18 No Obligation to Employ. Nothing in this Plan or any Award granted under this Plan will confer or be deemed to confer on any Holder any right to continue in the employ of, or to continue any other relationship with, the Company or any Parent or Subsidiary of the Company, provide any employment-related rights, or limit in any way the right of the Company or any Parent or Subsidiary of the Company to terminate Holder's employment or other relationship at any time, subject to applicable legal requirements.

13.19 Insider Trading Policy. Each Holder who receives an Award shall comply with all laws and any policy adopted by the Company from time to time covering transactions in the Company's securities by Employees, Consultants, officers and/or Directors of the Company.

* * * * *

Exhibit 10.8

GLOBUS MEDICAL, INC.
AMENDED AND RESTATED 2003 STOCK PLAN

NOTICE OF STOCK OPTION GRANT

(Optionee and address)	Grant Number

You have been granted an option to purchase Class A Common Stock of Globus Medical, Inc. (the "Company"), as follows:

Date of Grant	_____
Vesting Commencement Date	_____
Exercise Price per Share	_____
Total Number of Shares Granted	_____
Total Exercise Price	_____
Type of Option:	_____ Incentive Stock Option
	_____ Nonstatutory Stock Option
Term/Expiration Date:	10 Years/_____
Vesting Schedule:	Subject to accelerated vesting as set forth in the Plan or in the Stock Option Agreement, this Option may be exercised, in whole or in part, in accordance with the following schedule: (a) 1/4 th of the shares subject to the Option shall vest on the date that is one year from the Vesting Commencement Date, and (b) 1/48th of the shares subject to the Option shall vest at the end of each full calendar month thereafter, provided that such optionee remains an employee of or consultant to the Company as of each such vesting date.
Termination Period:	Option may be exercised for up to 90 days after termination of employment or consulting relationship except as set out in Sections 7 and 8 of the Stock Option Agreement (but in no event later than the Expiration Date); provided that terminations "For Cause" are governed by the Plan, which provides for immediate termination of the Option upon such termination "For Cause."

By your signature and the signature of the Company's representative below, you and the Company agree that this option is granted under and governed by the terms and conditions of the Globus Medical, Inc. Amended and Restated 2003 Stock Plan (the "Plan") and the Stock Option Agreement, all of which are attached and made a part of this document.

Dated: _____

OPTIONEE:

_____

_____
Print Name

GLOBUS MEDICAL, INC.

By: _____

Name: _____

Title: _____

GLOBUS MEDICAL, INC.

STOCK OPTION AGREEMENT

1. Grant of Option. Globus Medical, Inc., a Delaware corporation (the "Company"), hereby grants to the Optionee named in the Notice of Grant (the "Optionee"), an option (the "Option") to purchase a total number of shares of Class A Common Stock (the "Shares") set forth in the Notice of Grant, at the exercise price per share set forth in the Notice of Grant (the "Exercise Price") subject to the terms, definitions and provisions of the Globus Medical, Inc. Amended and Restated 2003 Stock Plan (the "Plan") adopted by the Company, which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Option.

If designated an Incentive Stock Option, this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code, or any successor provision.

2. Exercise of Option. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Grant and with the provisions of Section 8 of the Plan as follows:

(a) Right to Exercise.

(i) This Option may not be exercised for a fraction of a share.

(ii) In the event of Optionee's death, disability or other termination of employment, the exercisability of the Option is governed by Sections 6, 7 and 8 below, subject to the limitation contained in subsection 2(a)(iii).

(iii) In no event may this Option be exercised after the date of expiration of the term of this Option as set forth in the Notice of Grant.

(b) Method of Exercise. This Option shall be exercisable by delivery of the following documents, either in person or by certified mail, to the Secretary of the Company: (i) an executed written notice (in the form attached hereto as ***Exhibit A***) which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, (ii) an executed investor representation statement (in the form attached hereto as ***Exhibit B***) and such other representations and agreements as to the holder's investment intent with respect to such shares of Class A Common Stock as may be required by the Company pursuant to the provisions of the Plan, (iii) a counterpart signature page (in the form attached hereto as ***Exhibit C***) to the Amended and Restated Stock Sale Agreement dated as of July 23, 2007 by and among the Company and certain of its stockholders, as amended from time to time (the "Stock Sale Agreement"), and (iv) a counterpart signature page (in the form attached hereto as ***Exhibit D***) to the Voting Agreement dated as of July 23, 2007 by and among the Company and certain of its stockholders, as amended from time to time. The written notice shall be accompanied by payment of the Exercise Price. This Option shall be deemed to be exercised upon receipt by the Company of such written notice accompanied by the Exercise Price.

No Shares will be issued pursuant to the exercise of an Option unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

3. Optionee's Representations. In the event the Shares purchasable pursuant to the exercise of this Option have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), at the time this Option is exercised, Optionee shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company an Investment Representation Statement in the form attached hereto as ***Exhibit B***.

4. Method of Payment. Payment of the Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

a. cash;

b. check; or

c. at the discretion of the Board or Committee, any other method permitted by the Plan.

5. Restrictions on Exercise. This Option may not be exercised until such time as the Plan and the Shares covered by this Option have been approved by the stockholders of the Company, or if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable federal or state securities or other law or regulation, including any rule under Part 207 of Title 12 of the Code of Federal Regulations ("Regulation G") as promulgated by the Federal Reserve Board. As a condition to the exercise of this Option, the Company may require Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

6. Termination of Relationship. In the event of termination of Optionee's employment or consulting relationship with the Company, Optionee may, to the extent otherwise so entitled at employee or date of such termination (the "Termination Date"), exercise this Option during the Termination Period set out in the Notice of Grant. To the extent that Optionee was not entitled to exercise this Option at the date of such termination, or if Optionee does not exercise this Option within the time specified herein, the Option shall terminate.

7. Disability of Optionee. Notwithstanding the provisions of Section 6 above, in the event of termination of Optionee's consulting or employment relationship or as a result of his total and permanent disability (as defined in Section 22(e)(3) of the Code or any successor provision), Optionee may, but only within twelve (12) months from the date of termination of

employment or consulting relationship (but in no event later than the date of expiration of the term of this Option as set forth in Section 10 below), exercise this Option to the extent Optionee was entitled to exercise it at the date of such termination. To the extent that Optionee was not entitled to exercise the Option at the date of termination, or if Optionee does not exercise such Option (which Optionee was entitled to exercise) within the time specified herein, the Option shall terminate.

8. Death of Optionee. In the event of the death of Optionee during the term of this Option and, with respect to a Consultant, during such Consultant's continuing consulting relationship with the Company or within 90 days of termination of Consultant's relationship with the Company and, with respect to an employee, during such employee's employment relationship with the Company or within 90 days of termination of such employee's relationship with the Company, the Option may be exercised, at any time within twelve (12) months following the date of termination (but in no event later than the date of expiration of the term of this Option as set forth in Section 10 below), by Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent of the right to exercise that Optionee was entitled to at the date of death.

9. Nontransferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

10. Term of Option. This Option may be exercised only within the term set out in the Notice of Grant and the Plan, and may be exercised during such term only in accordance with the Plan and the terms of this Option. The limitations set out in Section 7 of the Plan regarding Options designated as Incentive Stock Options and Options granted to more than ten percent (10%) stockholders shall apply to this Option.

11. Taxation Upon Exercise of Option. Optionee understands that, upon exercising a Nonstatutory Stock Option, he or she will recognize income for tax purposes in an amount equal to the excess of the then fair market value of the Shares over the exercise price. If the Optionee is an employee, the Company will be required to withhold from Optionee's compensation, or collect from Optionee and pay to the applicable taxing authorities an amount equal to a percentage of this compensation income. Additionally, the Optionee may at some point be required to satisfy tax withholding obligations with respect to the disqualifying disposition of an Incentive Stock Option. The Optionee shall satisfy his or her tax withholding obligation arising upon the exercise of this Option by one or some combination of the following methods: (i) by cash payment, or (ii) out of Optionee's current compensation.

12. Tax Consequences. Set forth below is a brief summary as of the date of this Option of some of the United States federal tax consequences of exercise of this Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THIS SUMMARY DOES NOT PURPORT TO ADDRESS OR SUMMARIZE THE STATE, LOCAL OR FOREIGN TAX CONSEQUENCES OF EXERCISE OF THIS OPTION OR DISPOSITION OF THE SHARES. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of ISO. If this Option qualifies as an ISO, there will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price will be treated as an item of adjustment to the alternative minimum tax for federal tax purposes in the year of exercise and may subject the Optionee to the alternative minimum tax.

(b) Exercise of Nonstatutory Stock Option. If this Option does not qualify as an ISO, there may be a regular federal income tax liability upon the exercise of the Option. The Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price and the Company will qualify for a deduction in the same amount, subject to the requirement that the compensation be reasonable. If Optionee is an employee, the Company will be required to withhold from Optionee's compensation or collect from Optionee and pay to the applicable taxing authorities an amount equal to a percentage of this compensation income at the time of exercise.

(c) Disposition of Shares. In the case of an NSO, if Shares are held for at least one year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes. In the case of an ISO, if Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under an ISO are disposed of within one-year after exercise or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) in an amount equal to the excess of the lesser of (1) the fair market value of the Shares on the date of exercise, or (2) the sale price of the Shares over the Exercise Price paid for those shares. The Company will also be allowed a deduction equal to any such amount recognized, subject to the requirement that the compensation be reasonable.

(d) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Optionee herein is an ISO, and if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee from the early disposition by payment in cash or out of the current earnings paid to the Optionee.

13. Company's SAR Option upon Termination prior to IPO. Notwithstanding anything to the contrary in Section 2 hereof, in the event that the Company receives a notice from Optionee requesting exercise of the option after or in connection with the termination of such optionee's employment with the Company at any time prior to the first registration statement for the sale of its Class A Common Stock to the public under the Securities Act, the

Company shall have the irrevocable, exclusive right for a period of ninety (90) days from the date of such notice (the "SAR Option"), to cause the option to be surrendered in exchange for payment of an amount (the "SAR Amount") equal to the difference between the purchase price payable for the Shares hereunder and the fair market value of the shares as of the date of termination of the Optionee's status as an employee. The "fair market value" shall be deemed to be the fair value of the Class A Common Stock as determined by the Board of Directors after taking into consideration all factors that it deems appropriate, including, without limitation, recent sale and offer prices on the Class A Common Stock in private transactions negotiated at arms' length, but determined without regard to any restriction on the Shares other than a restriction that, by its terms will never lapse. The SAR Amount shall be paid, at the Company's option, (i) by delivery of a check in the amount of the SAR Amount, (ii) by cancellation of any amount of the Optionee's indebtedness to the Company equal to the SAR Amount, or (iii) by a combination of (i) and (ii) so that the combined payment and cancellation of indebtedness equals such SAR Amount.

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE EXERCISE OF THE COMPANY'S SAR OPTION WILL CONSTITUTE A DISQUALIFYING DISPOSITION OF THE OPTION SO THAT THE SAR AMOUNT RECEIVED WILL BE TREATED FOR TAX PURPOSES AS ORDINARY INCOME TO THE OPTIONEE. WITH THIS UNDERSTANDING, OPTIONEE AFFIRMS THE GRANT OF THE SAR OPTION TO THE COMPANY IN CONNECTION WITH OPTIONEE'S RECEIPT OF THE OPTION. OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE OPTION HEREOF IS EARNED ONLY BY CONTINUING CONSULTANCY OR EMPLOYMENT AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS AGREEMENT, NOR IN THE COMPANY'S STOCK OPTION PLAN, WHICH IS INCORPORATED HEREIN BY REFERENCE, SHALL CONFER UPON OPTIONEE ANY RIGHT WITH RESPECT TO CONTINUATION OF EMPLOYMENT OR CONSULTANCY BY THE COMPANY, NOR SHALL IT INTERFERE IN ANY WAY WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S EMPLOYMENT OR CONSULTANCY AT ANY TIME, WITH OR WITHOUT CAUSE.

14. Company's Right of First Refusal. Any time during which the Stock Sale Agreement is in effect, then the provisions of this Section 14 shall be inapplicable. If, however the Stock Sale Agreement has been terminated, is not in effect or is not otherwise enforceable against Optionee or any transferee, the provisions of this Section 14 shall apply. Before any Shares held by Optionee or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or otherwise transfer such Shares; (ii) the name of each proposed Optionee or other transferee

("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"), and the Holder shall offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within thirty (30) days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price ("Purchase Price") for the Shares purchased by the Company or its assignee(s) under this Section shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the noncash consideration shall be determined by the Board of Directors of the Company in good faith.

(d) Payment. Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within 30 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section, then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, provided that such sale or other transfer is consummated within 90 days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Section shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Section notwithstanding, the transfer of any or all of the Shares during the Optionee's lifetime or on the Optionee's death by will or intestacy to the Optionee's immediate family or a trust for the benefit of the Optionee's immediate family shall be exempt from the provisions of this Section. " Immediate Family" as used herein shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Section, and there shall be no further transfer of such Shares except in accordance with the terms of this Section.

(g) Termination of Right of First Refusal. The Right of First Refusal shall terminate as to any Shares 90 days after the first sale of Class A Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act.

15. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Optionee understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by state or federal securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND RIGHT OF FIRST REFUSAL OPTIONS HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE ISSUER'S STOCK PLAN AND THE STOCK OPTION AGREEMENT RELATING TO THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

(b) Stop-Transfer Notices. Optionee agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any Optionee or other transferee to whom such Shares shall have been so transferred.

16. Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon Optionee and his or her heirs, executors, administrators, successors and assigns.

17. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by Optionee or by the Company forthwith to the Company's Board of Directors or the Committee that administers the Plan, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Board or committee shall be final and binding on the Company and on Optionee.

18. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware excluding that body of law pertaining to conflicts of law. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

19. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified mail, with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

20. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

21. 2003 Stock Plan. Optionee acknowledges receipt of a copy of the Plan and represents that Optionee is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or Committee upon any questions arising under the Plan or this Option.

* * * * * * * * * *

EXHIBIT A

GLOBUS MEDICAL, INC.

EXERCISE NOTICE

Globus Medical, Inc.

_____

_____

Attention: Secretary

1. Exercise of Option. Effective as of today, the undersigned ("Optionee") hereby elects to exercise Optionee's option to purchase shares of the Class A Common Stock (the "Shares") of Globus Medical, Inc. (the "Company") under and pursuant to the Company's Amended and Restated 2003 Stock Plan, as amended (the "Plan"), and the Incentive Nonstatutory Stock Option Agreement dated , (the "Option Agreement"). The purchase price for the Shares shall be $ as required by the Option Agreement. Optionee herewith delivers to the Company the full Exercise Price for the Shares.

2. Representations of Optionee. Optionee acknowledges that Optionee has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions. Optionee represents that Optionee is purchasing the Shares for Optionee's own account for investment and not with a view to, or for sale in connection with, a distribution of any of such Shares.

3. Compliance with Securities Laws. Optionee understands and acknowledges that the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and, notwithstanding any other provision of the Option Agreement to the contrary, the exercise of any rights to purchase any Shares is expressly conditioned upon compliance with the Securities Act, all applicable state securities laws and all applicable requirements of any stock exchange or over the counter market on which the Company's Class A Common Stock may be listed or traded at the time of exercise and transfer. Optionee agrees to cooperate with the Company to ensure compliance with such laws.

4. Federal Restrictions on Transfer. Optionee understands that the Shares have not been registered under the Securities Act and therefore cannot be resold and must be held indefinitely unless they are registered under the Securities Act or unless an exemption from such registration is available and that the certificate(s) representing the Shares may bear a legend to that effect. Optionee understands that the Company is under no obligation to register the Shares and that an exemption may not be available or may not permit Optionee to transfer Shares in the amounts or at the times proposed by Optionee. Specifically, Optionee has been advised that Rule 144 promulgated under the Securities Act, which permits certain resales of unregistered securities, is not presently available with respect to the Shares and, in any event requires that the Shares be paid for and then be held for at least one year (and in some cases two years) before they may be resold under Rule 144.

5. Rights as Stockholder. Until the stock certificate evidencing such Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the optioned Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such stock certificate promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 13 of the Plan.

Optionee shall enjoy rights as a stockholder until such time as Optionee disposes of the Shares or the Company and/or its assignee(s) exercises the Right of First Refusal pursuant to the Option Agreement. Upon such exercise, Optionee shall have no further rights as a holder of the Shares so purchased except the right to receive payment for the Shares so purchased in accordance with the provisions of this Agreement, and Optionee shall forthwith cause the certificate(s) evidencing the Shares so purchased to be surrendered to the Company for transfer or cancellation.

6. Tax Consultation. Optionee understands that Optionee may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Shares. Optionee represents that Optionee has consulted with any tax consultants Optionee deems advisable in connection with the purchase or disposition of the Shares and that Optionee is not relying on the Company for any tax advice.

7. Entire Agreement. The Plan and Notice of Grant/Option Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Notice of Grant/Option Agreement and any Investment Representation statement executed and delivered to Company by Optionee shall constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and is governed by Delaware law except for that body of law pertaining to conflict of laws.

Submitted by:

OPTIONEE:

_____

Address: _____

_____

_____

Accepted by:

GLOBUS MEDICAL, INC.

By: _____

Name: _____

Title: _____

Address: _____

_____

_____

EXHIBIT B

INVESTMENT REPRESENTATION STATEMENT

OPTIONEE: _____

COMPANY: Globus Medical, Inc.

SECURITY: Class A Common Stock

AMOUNT: Shares

In connection with the purchase of the above-listed Securities, I, the Optionee, represent to the Company the following.

1. Optionee is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the securities. Optionee is purchasing the securities for investment for Optionee's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

2. Optionee understands that the securities have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Optionee's investment intent as expressed herein.

3. Optionee further understands that the securities must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from registration is available. Moreover, Optionee understands that the Company is under no obligation to register the securities. In addition, Optionee understands that the certificate evidencing the securities will be imprinted with a legend that prohibits the transfer of the securities unless they are registered or such registration is not required in the opinion of counsel for the Company.

4. Optionee is familiar with the provisions of Rules 144, 144(k) and 701, promulgated under the Securities Act, that permit limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer thereof (or from an affiliate of such issuer) in a nonpublic offering, subject to the satisfaction of certain conditions.

In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the securities exempt under Rule 701 may be resold by the Optionee 90 days thereafter, subject to the satisfaction of certain of the conditions specified by Rule 144, including: (a) the sale being made through a broker in an unsolicited "broker's

transaction" or in transactions directly with a market maker (as that term is defined under the Exchange Act); and (b) in the case of an affiliate, the availability of certain public information about the Company, and the amount of securities being sold during any three-month period not exceeding the limitations specified in Rule 144(e), if applicable.

If the purchase of the securities does not qualify under Rule 701 at the time of purchase, then the securities may be resold by the Optionee in certain limited circumstances subject to the provisions of Rule 144, which require: (a) the availability of certain public information about the Company; (b) the resale occurring not less than one year after the party has purchased, and made full payment (within the meaning of Rule 144) for, the securities to be sold; and (3) in the case of an affiliate, or of a nonaffiliate who has held the securities less than two years, the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as that term is defined under the Exchange Act) and the amount of securities being sold during any three-month period not exceeding the specified limitations.

If all of the requirements of Rule 144 are not satisfied, Optionee may be able to sell the securities without registration pursuant to the exemption contained in Rule 144(k), provided that the resale occurs not less than two years after the party has purchased, and made full payment (within the meaning of Rule 144) for, the securities.

5. Optionee further understands that at the time Optionee wishes to sell the securities there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not be satisfying the current public information requirements of Rules 144 or 701, and that, in such event, Optionee would be precluded from selling the securities under Rules 144 or 701 even if the one-year minimum holding period had been satisfied; however, Optionee may be able to sell the securities pursuant to the exemptions contained in Rule 144(k) if the two-year holding period has been satisfied.

6. Optionee further understands that in the event all of the applicable requirements of Rules 144, 144(k) or 701 are not satisfied, registration under the Securities Act or some registration exemption will be required; and that, notwithstanding the fact that Rules 144, 144(k) and 701 are not exclusive, the Staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144, 144(k) or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their brokers who participate in such transactions do so at their own risk.

Date

Signature of Optionee:

EXHIBIT C

JOINDER TO AMENDED AND RESTATED STOCK SALE AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class A Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Amended and Restated Stock Sale Agreement, dated as of July 23, 2007, by and among the Company and the other stockholders thereto (as the same may be amended from time to time, the "Stock Sale Agreement"), as a "Key Holder" thereunder, the form of which has previously been delivered to the undersigned, as if the undersigned had been a party to the Stock Sale Agreement as of the date thereof.

KEY HOLDERS:

_____

(Signature)

_____

(Print name)

Date: _____

EXHIBIT D

JOINDER TO VOTING AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class A Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Voting Agreement, dated as of July 23, 2007, by and among the Company and the other stockholders thereto (as the same may be amended from time to time, the "Voting Agreement"), as a "Key Common Holder" thereunder, the form of which has previously been delivered to the undersigned, as if the undersigned had been a party to the Voting Agreement as of the date thereof.

KEY COMMON HOLDERS:

_____

(Signature)

_____

(Print name)

Date: _____

Exhibit 10.9

GLOBUS MEDICAL, INC.
2008 STOCK PLAN

NOTICE OF STOCK OPTION GRANT

_____

_____

_____
(Optionee name and address)

_____
Grant Number

You have been granted an option to purchase Class C Common Stock of Globus Medical, Inc. (the "Company"), as follows:

Date of Grant	_____
Vesting Commencement Date	_____
Exercise Price per Share	_____
Total Number of Shares Granted	_____
Total Exercise Price	_____
Type of Option:	_____ Incentive Stock Option _____ Nonstatutory Stock Option
Term/Expiration Date:	10 Years/_____
Vesting Schedule:	Subject to accelerated vesting as set forth in the Plan or in the Stock Option Agreement, this Option may be exercised, in whole or in part, in accordance with the following schedule: A) one fourth of the shares subject to the Option shall vest on the date one year from the Vesting Commencement Date; and B) 1/48th of the shares subject to the Option shall vest at the end of each month thereafter; provided that such optionee remains an employee of, or consultant to, the Company as of each such vesting date.
Termination Period:	Option may be exercised for up to 90 days after termination of employment or consulting relationship except as set out in Sections 7 and 8 of the Stock Option Agreement (but in no event later than the Expiration Date); provided, that terminations "For Cause" are governed by Section 9 of the Plan, which provides for immediate termination of the Option upon such termination "For Cause".

By your signature and the signature of the Company's representative below, you and the Company agree that this option is granted under and governed by the terms and conditions of the Globus Medical, Inc. 2008 Stock Plan (the "Plan") and the Stock Option Agreement, all of which are attached and made a part of this document.

Dated:_____

OPTIONEE:

_____

_____

Print Name

GLOBUS MEDICAL, INC.

By: _____

Name: _____

Title: _____

GLOBUS MEDICAL, INC.

STOCK OPTION AGREEMENT

1. Grant of Option. Globus Medical, Inc., a Delaware corporation (the "Company"), hereby grants to the Optionee named in the Notice of Grant (the "Optionee"), an option (the "Option") to purchase a total number of shares of Class C Common Stock (the "Shares") set forth in the Notice of Grant, at the exercise price per share set forth in the Notice of Grant (the "Exercise Price") subject to the terms, definitions and provisions of the Company's 2008 Stock Plan (the "Plan") adopted by the Company, which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Option. To the extent of any conflict between the terms of this Stock Option Agreement and the Plan, the terms of the Plan shall control.

If designated an Incentive Stock Option, this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code, or any successor provision.

2. Exercise of Option. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Grant, the terms of the Plan and as follows:

(a) Right to Exercise.

(i) This Option may not be exercised for a fraction of a share.

(ii) In the event of Optionee's death, disability or other termination of employment, the exercisability of the Option is governed by Sections 6, 7 and 8 below, subject to the limitation contained in subsection 2(a)(iii).

(iii) In no event may this Option be exercised after the date of expiration of the term of this Option as set forth in the Notice of Grant.

(b) Method of Exercise. This Option shall be exercisable by delivery of the following to the Company: (i) written notice (in the form attached hereto as ***Exhibit A***) which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as may be required by the Company pursuant to the provisions of the Plan; (ii) if required, the Investment Representation Statement required by Section 3, below; (iii) a counterpart signature page (in the form attached hereto as ***Exhibit C***) to the Amended and Restated Stock Sale Agreement dated as of July 23, 2007 by and among the Company and certain of its stockholders, as amended from time to time (the "Stock Sale Agreement"); and (iv) a counterpart signature page (in the form attached hereto as ***Exhibit D***) to the Voting Agreement dated as of July 23, 2007 by and among the Company and certain of its stockholders, as amended from time to time (the "Voting Agreement"). Such written notice, Investment Representation Statement and counterpart signature pages shall be

signed by the Optionee and shall be delivered in person or by certified mail to the Secretary of the Company. The written notice, Investment Representation Statement and counterpart signature pages shall be accompanied by payment of the Exercise Price. This Option shall be deemed to be exercised upon receipt by the Company of such written notice, Investment Representation Statement and counterpart signature pages accompanied by the Exercise Price.

No Shares will be issued pursuant to the exercise of an Option unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

3. Optionee's Representations. In the event the Shares purchasable pursuant to the exercise of this Option have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), at the time this Option is exercised, Optionee shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company an Investment Representation Statement in the form attached hereto as ***Exhibit B***.

4. Method of Payment. Payment of the Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

a. cash;

b. check; or

c. at the discretion of the Board or Committee, any other method permitted by the Plan.

5. Restrictions on Exercise. This Option may not be exercised until such time as the Plan and the Shares covered by this Option have been approved by the stockholders of the Company, or if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable federal or state securities or other law or regulation. As a condition to the exercise of this Option, the Company may require Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

6. Termination of Relationship. In the event of termination of Optionee's employment or consulting relationship with the Company, Optionee may, to the extent otherwise so entitled at the date of such termination (the "Termination Date"), exercise this Option during the Termination Period set out in the Notice of Grant. To the extent that Optionee was not entitled to exercise this Option at the date of such termination, or if Optionee does not exercise this Option within the time specified herein, the Option shall terminate.

7. Disability of Optionee. Notwithstanding the provisions of Section 6 above, in the event of termination of Optionee's consulting or employment relationship or as a result of his total and permanent disability (as defined in Section 22(e)(3) of the Code or any successor

provision), Optionee may, but only within twelve (12) months from the date of termination of employment or consulting relationship (but in no event later than the date of expiration of the term of this Option as set forth in Section 10 below), exercise this Option to the extent Optionee was entitled to exercise it at the date of such termination. To the extent that Optionee was not entitled to exercise the Option at the date of termination, or if Optionee does not exercise such Option (which Optionee was entitled to exercise) within the time specified herein, the Option shall terminate.

8. Death of Optionee. In the event of the death of Optionee during the term of this Option and, with respect to a Consultant, during such Consultant's continuing consulting relationship with the Company or within ninety (90) days of termination of Consultant's relationship with the Company and, with respect to an employee, during such employee's employment relationship with the Company or within ninety (90) days of termination of such employee's relationship with the Company, the Option may be exercised, at any time within twelve (12) months following the date of termination (but in no event later than the date of expiration of the term of this Option as set forth in Section 10 below), by Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent of the right to exercise that Optionee was entitled to at the date of death.

9. Nontransferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

10. Term of Option. This Option may be exercised only within the term set out in the Notice of Grant and the Plan, and may be exercised during such term only in accordance with the Plan and the terms of this Option. The limitations set out in Section 7 of the Plan regarding Options designated as Incentive Stock Options and Options granted to more than ten percent (10%) stockholders shall apply to this Option.

11. Taxation Upon Exercise of Option. Optionee understands that, upon exercising a Nonstatutory Stock Option, he or she will recognize income for tax purposes in an amount equal to the excess of the then fair market value of the Shares over the exercise price. If the Optionee is an employee, the Company will be required to withhold from Optionee's compensation, or collect from Optionee and pay to the applicable taxing authorities an amount equal to a percentage of this compensation income. Additionally, the Optionee may at some point be required to satisfy tax withholding obligations with respect to the disqualifying disposition of an Incentive Stock Option. The Optionee shall satisfy his or her tax withholding obligation arising upon the exercise of this Option by one or some combination of the following methods: (i) by cash payment, or (ii) out of Optionee's current compensation.

12. Tax Consequences. Set forth below is a brief summary as of the date of this Option of some of the federal tax consequences of exercise of this Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THIS SUMMARY DOES NOT INCLUDE ANY DISCUSSION OF STATE OR LOCAL TAX CONSEQUENCES. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of ISO. If this Option qualifies as an ISO, there will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price will be treated as an item of adjustment to the alternative minimum tax for federal tax purposes in the year of exercise and may subject the Optionee to the alternative minimum tax.

(b) Exercise of Nonstatutory Stock Option. If this Option does not qualify as an ISO, there may be a regular federal income tax liability upon the exercise of the Option. The Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price and the Company will qualify for a deduction in the same amount, subject to the requirement that the compensation be reasonable. If Optionee is an employee, the Company will be required to withhold from Optionee's compensation or collect from Optionee and pay to the applicable taxing authorities an amount equal to a percentage of this compensation income at the time of exercise.

(c) Disposition of Shares. In the case of an NSO, if Shares are held for at least one year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes. In the case of an ISO, if Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under an ISO are disposed of within one-year after exercise or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) in an amount equal to the excess of the lesser of (1) the fair market value of the Shares on the date of exercise, or (2) the sale price of the Shares over the Exercise Price paid for those shares. The Company will also be allowed a deduction equal to any such amount recognized, subject to the requirement that the compensation be reasonable.

(d) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Optionee herein is an ISO, and if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee from the early disposition by payment in cash or out of the current earnings paid to the Optionee.

13. Company's SAR Option upon Termination prior to IPO. Notwithstanding anything to the contrary in Section 2 hereof, in the event that the Company receives a notice from Optionee requesting exercise of the option after or in connection with the termination of such optionee's employment with the Company at any time prior to the first registration statement for the sale of its Common Stock to the public under the Securities Act, the Company

shall have the irrevocable, exclusive right for a period of ninety (90) days from the date of such notice (the "SAR Option"), to cause the option to be surrendered in exchange for payment of an amount (the "SAR Amount") equal to the difference between the purchase price payable for the Shares hereunder and the fair market value of the shares as of the date of termination of the Optionee's status as an employee. The "fair market value" shall be deemed to be the fair value of the Class C Common Stock as determined by the Board of Directors after taking into consideration all factors that it deems appropriate, including, without limitation, recent sale and offer prices on the Class C Common Stock in private transactions negotiated at arms' length, but determined without regard to any restriction on the Shares other than a restriction that, by its terms will never lapse. The SAR Amount shall be paid, at the Company's option, (i) by delivery of a check in the amount of the SAR Amount, (ii) by cancellation of any amount of the Optionee's indebtedness to the Company equal to the SAR Amount, or (iii) by a combination of (i) and (ii) so that the combined payment and cancellation of indebtedness equals such SAR Amount.

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE EXERCISE OF THE COMPANY'S SAR OPTION WILL CONSTITUTE A DISQUALIFYING DISPOSITION OF THE OPTION SO THAT THE SAR AMOUNT RECEIVED WILL BE TREATED FOR TAX PURPOSES AS ORDINARY INCOME TO THE OPTIONEE. WITH THIS UNDERSTANDING, OPTIONEE AFFIRMS THE GRANT OF THE SAR OPTION TO THE COMPANY IN CONNECTION WITH OPTIONEE'S RECEIPT OF THE OPTION. OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE OPTION HEREOF IS EARNED ONLY BY CONTINUING CONSULTANCY OR EMPLOYMENT AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS AGREEMENT, NOR IN THE COMPANY'S STOCK OPTION PLAN, WHICH IS INCORPORATED HEREIN BY REFERENCE, SHALL CONFER UPON OPTIONEE ANY RIGHT WITH RESPECT TO CONTINUATION OF EMPLOYMENT OR CONSULTANCY BY THE COMPANY, NOR SHALL IT INTERFERE IN ANY WAY WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S EMPLOYMENT OR CONSULTANCY AT ANY TIME, WITH OR WITHOUT CAUSE.

14. Company's Right of First Refusal. At any time during which the Company has the right of first refusal to purchase any Shares proposed to be sold by Optionee or any transferee pursuant to the Stock Sale Agreement, the provisions of this Section 14 shall be inapplicable. If, however, the Company's rights of first refusal under the Stock Sale Agreement have been terminated, are not in effect or are not otherwise enforceable against Optionee or any transferee, the provisions of this Section 14 shall apply. Before any Shares held by Optionee or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or otherwise transfer such Shares; (ii) the name of each proposed Optionee or other transferee ("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"), and the Holder shall offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within thirty (30) days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price ("Purchase Price") for the Shares purchased by the Company or its assignee(s) under this Section shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the noncash consideration shall be determined by the Board of Directors of the Company in good faith.

(d) Payment. Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within thirty (30) after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section, then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, provided that such sale or other transfer is consummated within ninety (90) days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Section shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Section notwithstanding, the transfer of any or all of the Shares during the Optionee's lifetime or on the Optionee's death by will or intestacy to the Optionee's immediate family or a trust for the benefit of the Optionee's immediate family shall be exempt from the provisions of this Section. " Immediate Family" as used herein shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Section, and there shall be no further transfer of such Shares except in accordance with the terms of this Section.

(g) Termination of Right of First Refusal. The Right of First Refusal shall terminate as to any Shares ninety (90) days after the first sale of Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act.

15. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Optionee understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by state or federal securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND RIGHT OF FIRST REFUSAL OPTIONS HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE ISSUER'S STOCK PLAN AND THE STOCK OPTION AGREEMENT RELATING TO THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

(b) Stop-Transfer Notices. Optionee agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any Optionee or other transferee to whom such Shares shall have been so transferred.

16. Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon Optionee and his or her heirs, executors, administrators, successors and assigns.

17. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by Optionee or by the Company forthwith to the Company's Board of Directors or the Committee that administers the Plan, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Board or committee shall be final and binding on the Company and on Optionee.

18. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania excluding that body of law pertaining to conflicts of law. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

19. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified mail, with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

20. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

21. 2008 Stock Plan. Optionee acknowledges receipt of a copy of the Plan and represents that Optionee is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or Committee upon any questions arising under the Plan or this Option.

* * * * * *

EXHIBIT A

GLOBUS MEDICAL, INC.
2008 STOCK PLAN

EXERCISE NOTICE

Globus Medical, Inc.
Valley Forge Business Center
2560 General Armistead Avenue
Audubon, PA 19403
Attention: Secretary

1. Exercise of Option. Effective as of today, the undersigned ("Optionee") hereby elects to exercise Optionee's option to purchase shares of the Class C Common Stock (the "Shares") of Globus Medical, Inc. (the "Company") under and pursuant to the Company's 2008 Stock Plan, as amended (the "Plan") and the Incentive Nonstatutory Stock Option Agreement dated , (the "Option Agreement"). The purchase price for the Shares shall be $ as required by the Option Agreement. Optionee herewith delivers to the Company the full Exercise Price for the Shares.

2. Representations of Optionee. Optionee acknowledges that Optionee has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions. Optionee represents that Optionee is purchasing the Shares for Optionee's own account for investment and not with a view to, or for sale in connection with, a distribution of any of such Shares.

3. Compliance with Securities Laws. Optionee understands and acknowledges that the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and, notwithstanding any other provision of the Option Agreement to the contrary, the exercise of any rights to purchase any Shares is expressly conditioned upon compliance with the Securities Act, all applicable state securities laws and all applicable requirements of any stock exchange or over the counter market on which the Company's Common Stock may be listed or traded at the time of exercise and transfer. Optionee agrees to cooperate with the Company to ensure compliance with such laws.

4. Federal Restrictions on Transfer. Optionee understands that the Shares have not been registered under the Securities Act and therefore cannot be resold and must be held indefinitely unless they are registered under the Securities Act or unless an exemption from such registration is available and that the certificate(s) representing the Shares may bear a legend to that effect. Optionee understands that the Company is under no obligation to register the Shares and that an exemption may not be available or may not permit Optionee to transfer Shares in the amounts or at the times proposed by Optionee. Specifically, Optionee has been advised that Rule 144 promulgated under the Securities Act, which permits certain resales of unregistered securities, is not presently available with respect to the Shares and, in any event requires that the Shares be paid for and then be held for at least one year before they may be resold under Rule 144.

5. Rights as Stockholder. Until the stock certificate evidencing such Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the optioned Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such stock certificate promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 13 of the Plan.

Optionee shall enjoy rights as a stockholder until such time as Optionee disposes of the Shares or the Company and/or its assignee(s) exercises the Right of First Refusal pursuant to the Option Agreement. Upon such exercise, Optionee shall have no further rights as a holder of the Shares so purchased except the right to receive payment for the Shares so purchased in accordance with the provisions of this Agreement, and Optionee shall forthwith cause the certificate(s) evidencing the Shares so purchased to be surrendered to the Company for transfer or cancellation.

6. Tax Consultation. Optionee understands that Optionee may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Shares. Optionee represents that Optionee has consulted with any tax consultants Optionee deems advisable in connection with the purchase or disposition of the Shares and that Optionee is not relying on the Company for any tax advice.

7. Entire Agreement. The Plan and Notice of Grant/Option Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Notice of Grant/Option Agreement and any Investment Representation Statement executed and delivered to Company by Optionee shall constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and is governed by Pennsylvania law except for that body of law pertaining to conflict of laws.

Submitted by:

OPTIONEE:

_____

Address: _____

Accepted by:

GLOBUS MEDICAL, INC.

By: _____

Name: _____

Title: _____

Address: Valley Forge Business Center
2560 General Armistead Avenue
Audubon, PA 19403

EXHIBIT B

INVESTMENT REPRESENTATION STATEMENT

OPTIONEE : _____

COMPANY : _____

SECURITY : _____

AMOUNT : _____ Shares

In connection with the purchase of the above-listed Securities, I, the Optionee, represent to the Company the following.

1. Optionee is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the securities. Optionee is purchasing the securities for investment for Optionee's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

2. Optionee understands that the securities have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Optionee's investment intent as expressed herein.

3. Optionee further understands that the securities must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from registration is available. Moreover, Optionee understands that the Company is under no obligation to register the securities. In addition, Optionee understands that the certificate evidencing the securities will be imprinted with a legend that prohibits the transfer of the securities unless they are registered or such registration is not required in the opinion of counsel for the Company.

4. Optionee is familiar with the provisions of Rules 144 and 701, promulgated under the Securities Act, that permit limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer thereof (or from an affiliate of such issuer) in a nonpublic offering, subject to the satisfaction of certain conditions.

In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the securities exempt under Rule 701 may be resold by the Optionee 90 days thereafter, subject to the satisfaction of certain of the conditions specified by Rule 144, including the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as that term is defined under the Exchange Act) and, in the case of an affiliate, the

availability of certain public information about the Company, and the amount of securities being sold during any three month period not exceeding the limitations specified in Rule 144(e), if applicable.

If the purchase of the securities does not qualify under Rule 701 at the time of purchase, then the securities may be resold by the Optionee in certain limited circumstances subject to the provisions of Rule 144, which require: (a) the availability of certain public information about the Company; (b) the resale occurring not less than six months after the party has purchased, and made full payment (within the meaning of Rule 144) for, the securities to be sold; and (c) in the case of an affiliate, the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as that term is defined under the Exchange Act) and the amount of securities being sold during any three-month period not exceeding the specified limitations. If all of the requirements of Rule 144 are not satisfied, Optionee may be able to sell the securities without registration pursuant to the exemption contained in Rule 144, provided that the resale occurs not less than one year after the party has purchased, and made full payment (within the meaning of Rule 144) for, the securities.

For purposes of determining when shares are acquired by an Optionee, shares obtained by cashless exercise will be deemed to have been acquired when the Optionee was originally granted the option. Otherwise, the Optionee will be deemed to have acquired the shares upon exercise of the option.

5. Optionee further understands that at the time Optionee wishes to sell the securities there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not be satisfying the current public information requirements of Rules 144 or 701, and that, in such event, Optionee may be precluded from selling the securities under Rules 144 or 701 even if the relevant holding periods have been satisfied.

6. Optionee further understands that in the event all of the applicable requirements of Rules 144 or 701 are not satisfied, registration under the Securities Act or some registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144, or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their brokers who participate in such transactions do so at their own risk.

Date

Signature of Optionee:

EXHIBIT C

JOINDER TO AMENDED AND RESTATED STOCK SALE AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class C Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Amended and Restated Stock Sale Agreement, dated as of July 23, 2007, by and among the Company and the other stockholders thereto, as the same may be amended from time to time (the "Stock Sale Agreement"), as a "Key Holder" thereunder, the form of which has previously been delivered to the undersigned, as if the undersigned had been a party to the Stock Sale Agreement as of the date thereof.

KEY HOLDERS:

(Signature)

(Print name)

Date: _____

EXHIBIT D

JOINDER TO VOTING AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class C Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Voting Agreement, dated as of July 23, 2007, by and among the Company and the other stockholders thereto, as the same may be amended from time to time (the "Voting Agreement"), as a "Key Common Holder" thereunder, the form of which has previously been delivered to the undersigned, as if the undersigned had been a party to the Voting Agreement as of the date thereof.

KEY COMMON HOLDERS:

(Signature)

(Print name)

Date: _____

Exhibit 10.10

GLOBUS MEDICAL, INC.
2012 EQUITY INCENTIVE PLAN

NOTICE OF INCENTIVE STOCK OPTION GRANT

_____

_____

_____ Grant Number _____

You have been granted an incentive stock option (the "Option") to purchase shares of the Class A Common Stock of Globus Medical, Inc. (the "Company") pursuant to the Globus Medical, Inc. 2012 Equity Incentive Plan, as amended from time to time (the "Plan"), as follows:

Grant Date	_____
Vesting Commencement Date	_____
Exercise Price per Share	_____
Total Number of Shares Granted	_____
Total Exercise Price	_____
Term/Expiration Date:	10 Years/ _____
Vesting Schedule:	Subject to the Plan and the Incentive Stock Option Agreement, this Option may be exercised, in whole or in part, in accordance with the following schedule: (A) one-fourth of the shares subject to the Option shall vest on the date that is one year from the Vesting Commencement Date; and (B) 1/48th of the shares subject to the Option shall vest at the end of each full calendar month thereafter; provided, that you have not experienced a Termination of Service as of each such vesting date.
Termination Period:	The Option may be exercised for up to three months after a Termination of Service, except as set out in Paragraphs 8, 9 and 10 of the Incentive Stock Option Agreement (but in no event later than the Expiration Date); provided, that terminations for Misconduct are governed by Section 11.5 of the Plan, which provides for immediate termination of the Option upon such termination for Misconduct.

By your signature and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and the Incentive Stock Option Agreement, all of which are attached and made a part of this document.

OPTIONEE:

_____

_____

Print Name

Execution Date: , 20

GLOBUS MEDICAL, INC.

By: _____

Name: _____

Title: _____

GLOBUS MEDICAL, INC.

2012 EQUITY INCENTIVE PLAN

INCENTIVE STOCK OPTION AGREEMENT

This INCENTIVE STOCK OPTION AGREEMENT (the "Option Agreement"), dated as of the Grant Date set forth on the Notice of Incentive Stock Option Grant to which this Option Agreement is attached (the "Notice of Grant"), is between Globus Medical, Inc., a Delaware corporation (the "Company"), and the optionee named in the Notice of Grant (the "Optionee"), an employee of the Company or of a "Subsidiary," as defined in the Globus Medical, Inc. 2012 Equity Incentive Plan (the "Plan").

WHEREAS, the Company desires to give the Optionee the opportunity to purchase shares of common stock of the Company in accordance with the provisions of the Plan, a copy of which is attached hereto;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Option. The Company hereby grants to the Optionee the right and option (the "Option") to purchase all or any part of an aggregate of that number of Shares set forth on the Notice of Grant. The Option is in all respects limited and conditioned as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding options). Such terms and conditions are incorporated herein by reference, made a part hereof, and shall control in the event of any conflict with any other terms of this Option Agreement. Capitalized terms not defined in this Option Agreement shall have the meaning given to such terms in the Plan, as amended from time to time. The Option granted hereunder is intended to be an incentive stock option meeting the requirements of the Plan and section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), and not a nonqualified stock option.

2. Exercise Price. The exercise price of each Share covered by this Option shall be the Exercise Price per Share set forth on the Notice of Grant. It is the determination of the Committee that on the Grant Date the Exercise Price per Share was not less than the greater of (i) 100% (110% for an Optionee who is a Greater Than 10% Stockholder) of the Fair Market Value of a Share, or (ii) the par value of a Share.

3. Term. Unless earlier terminated pursuant to any provision of the Plan or of this Option Agreement, this Option shall expire on the Expiration Date set forth on the Notice of Grant, which date is not more than 10 years (five years in the case of a Greater Than 10% Stockholder) from the Grant Date. This Option shall not be exercisable on or after the Expiration Date.

4. Exercise of Option. The Optionee shall have the right to purchase from the Company such number of Shares and on such dates as are set forth on the Notice of Grant; provided the Optionee has not experienced a Termination of Service as of the applicable vesting date. The Committee may accelerate any exercise date of the Option, in its discretion, if it deems such acceleration to be desirable. Once the Option becomes exercisable, it will remain exercisable until it is exercised or until it terminates.

5. Method of Exercising Option. Subject to the terms and conditions of this Option Agreement and the Plan, the Option may be exercised by written or electronic notice to the Company at its principal office, which is presently located at Valley Forge Business Center, 2560 General Armistead Avenue, Audubon, PA 19403. The form of such notice is attached hereto as **Exhibit A** and shall state the election to exercise the Option and the number of whole Shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, unless the Company otherwise notifies the Optionee, be accompanied by the investment certificate referred to in Paragraph 6; and shall be accompanied by payment of the full exercise price of such Shares. Only whole Shares will be issued.

The exercise price shall be paid to the Company –

(a) in cash or by check; or

(b) following the consummation of a public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of common stock, in one or more of the following manners:

i. in Shares newly acquired by the Optionee upon the exercise of the Option;

ii. through the delivery of Shares previously acquired by the Optionee; or

iii. by delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount of sale or loan proceeds necessary to pay the exercise price of the Option; or

(c) any other form of legal consideration acceptable to the Committee; or

(d) in any combination of (a), (b) or (c) above.

In the event the exercise price is paid, in whole or in part, with Shares, the portion of the exercise price so paid shall be equal to the Fair Market Value of the Shares delivered or withheld on the date of exercise.

In addition, the Optionee must, as a condition to exercising this Option, execute (i) a counterpart signature page (in the form attached hereto as **Exhibit B**) to the Amended and Restated Stock Sale Agreement dated as of July 23, 2007 by and among the Company and certain of its stockholders, as amended from time to time (the "Stock Sale Agreement"); and (ii)

a counterpart signature page (in the form attached hereto as **Exhibit C**) to the Voting Agreement dated as of July 23, 2007 by and among the Company and certain of its stockholders, as amended from time to time (the "Voting Agreement"); provided, that this condition shall lapse upon the expiration or termination of such agreements.

Upon receipt of notice of exercise and payment, the Company shall deliver a certificate or certificates representing the Shares with respect to which the Option is so exercised. The Optionee shall obtain the rights of a shareholder upon receipt of a certificate(s) representing such Shares. Until such time, the Optionee shall not be, nor have any of the rights or privileges of, a shareholder of the Company in respect of any Shares issuable upon the exercise of any part of the Option.

Such certificate(s) shall be registered in the name of the person so exercising the Option (or, if the Option is exercised by the Optionee and if the Optionee so requests in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship), and shall be delivered as provided above to, or upon the written order of, the person exercising the Option. In the event the Option is exercised by any person after the death or Disability of the Optionee, the notice shall be accompanied by appropriate proof of the right of such person to exercise the Option. All Shares that are purchased upon exercise of the Option as provided herein shall be fully paid and non-assessable.

6. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Optionee that a registration statement covering the Shares to be acquired upon the exercise of the Option has become effective under the Securities Act, and the Company has not thereafter notified the Optionee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the Shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the Shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act (or of any rules or regulations promulgated thereunder), or of any state laws or regulations. Such restrictions may, in the discretion of the Company, be noted or set forth in full on the Share certificates.

7. Non-Transferability of Option. Notwithstanding anything in Section 11.3 of the Plan to the contrary, (i) this Option is not assignable or transferable, in whole or in part, by the Optionee other than by will or by the laws of descent and distribution, and (ii) during the lifetime of the Optionee, the Option shall be exercisable only by the Optionee or, in the event of his or her Disability, by his or her guardian or legal representative.

8. Termination of Service. If the Optionee experiences a Termination of Service with the Company and Subsidiaries for any reason (other than death or Disability) prior to the Expiration Date, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee in its discretion, by the Optionee at any time prior to the earlier of (i) the Expiration Date, (ii) three months after such Termination of Service if such termination was not for Misconduct, and (iii) the date of such Termination of Service if

such termination was for Misconduct. Shares subject to the unvested portion of the Option shall be forfeited upon the Optionee's Termination of Service, except to the extent the Committee elects to vest such portion.

9. Disability. If the Optionee incurs a Disability during his or her employment and, prior to the Expiration Date, the Optionee experiences a Termination of Service as a consequence of such Disability, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee in its discretion, by the Optionee or by the Optionee's legal representative at any time prior to the earlier of (i) the Expiration Date or (ii) one year after such Termination of Service.

10. Death. If the Optionee dies during his or her employment and prior to the Expiration Date, or if the Optionee experiences a Termination of Service for any reason (as described in Paragraphs 8 and 9) and the Optionee dies following his or her Termination of Service but prior to the earliest of (i) the Expiration Date, (ii) the expiration of the period determined under Paragraph 8 or 9 (as applicable to the Optionee), or (iii) three months following the Optionee's Termination of Service, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee in its discretion, by the Optionee's estate, personal representative, or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, at any time prior to the earlier of (i) the Expiration Date or (ii) one year after the date of the Optionee's death.

11. Taxation Upon Exercise of Option. Optionee understands that, to the extent (if at all) this Option is deemed to be a nonqualified stock option, he or she will recognize income for tax purposes at the time the Option is exercised in an amount for each Share equal to the excess of the then Fair Market Value of a Share over the Exercise Price per Share. If the Company is required to withhold from Optionee's compensation, or collect from Optionee and pay to the applicable taxing authorities any amounts as a result of Optionee's exercise of this Option, Optionee must pay to the Company the full amount that the Company is required to withhold and collect as a condition to the exercise of this Option. Additionally, the Optionee will be required to treat his or her Incentive Stock Option as a nonqualified stock option if the Optionee makes a disqualifying disposition of the Option (see Paragraph 12). Although the Optionee will have no tax withholding obligation upon the disqualifying disposition, the amount included in the Optionee's income for the year of the disqualifying disposition might require the Optionee to make estimated tax payments.

12. Disqualifying Disposition of Option Shares. The Optionee agrees to give written notice to the Company, at its principal office, if a "disposition" of the Shares acquired through exercise of the Option granted hereunder occurs at any time within two years after the Grant Date or within one year after the transfer to the Optionee of such Shares. The Optionee acknowledges that if such disposition occurs, the Optionee generally will recognize ordinary income as of the date the Option was exercised in an amount equal to the lesser of (i) the Fair Market Value of the Shares on the date of exercise minus the exercise price, or (ii) the amount realized on disposition of such Shares minus the exercise price. For purposes of this Paragraph, the term "disposition" shall have the meaning assigned to such term by section 424(c) of the Code.

13. Lock-Up Agreement. Optionee agrees, in connection with the first registration with the United States Securities and Exchange Commission under the Securities Act of the public sale of the Company's common stock, not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as the Company or the underwriters, as the case may be, shall specify. Each such recipient agrees that the Company may instruct its transfer agent to place stop-transfer notations in its records to enforce the provisions of this Paragraph. Optionee also agrees to execute a form of agreement reflecting the foregoing restrictions as requested by the underwriters managing such offering.

14. Company's Right of First Refusal. At any time during which the Company has the right of first refusal to purchase any Shares proposed to be sold by Optionee or any transferee pursuant to the Stock Sale Agreement, the provisions of this Paragraph shall be inapplicable. If, however, the Company's rights of first refusal under the Stock Sale Agreement have been terminated, are not in effect, or are not otherwise enforceable against Optionee or any transferee, the provisions of this Paragraph shall apply. Before any Shares held by Optionee or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Paragraph (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or otherwise transfer such Shares; (ii) the name of each proposed transferee ("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"). The Holder shall at that same time offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within 30 days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price ("Purchase Price") for the Shares purchased by the Company or its assignee(s) under this Paragraph shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the noncash consideration shall be determined by the Board in good faith.

(d) Payment. Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any

outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within 30 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Paragraph , then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, provided that such sale or other transfer is consummated within 90 days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Paragraph shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Paragraph notwithstanding, the transfer of any or all of the Shares during the Optionee's lifetime or on the Optionee's death by will or intestacy to the Optionee's immediate family or a trust for the benefit of the Optionee's immediate family shall be exempt from the provisions of this Paragraph. " Immediate Family" as used herein shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Paragraph, and there shall be no further transfer of such Shares except in accordance with the terms of this Paragraph.

(g) Termination of Right of First Refusal. The Right of First Refusal shall terminate as to any Shares 90 days after the first sale of Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act.

15. Amendment. This Option Agreement may be amended at any time and from time to time by the Committee, provided that the rights or obligations of the Optionee are not affected adversely by such amendment, unless the consent of the Optionee is obtained or such amendment is otherwise permitted under the terms of the Plan.

16. Forfeiture and Claw-Back. The Option (including any proceeds, gains or other economic benefit actually or constructively received by the Optionee upon any exercise of the Option or upon the receipt or resale of any Shares underlying the Option) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

17. No Right to Continued Employment. Nothing in the Plan or this Option Agreement shall confer upon the Optionee any right to continue in the employ of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and any Subsidiary, which rights are hereby expressly reserved, to discharge or terminate the employment of the Optionee at any time for any reason whatsoever.

18. Entire Agreement. The Plan and this Option Agreement constitute the entire agreement of the parties and supersede in their entirety all oral, implied or written promises, statements, understandings, undertakings and agreements between the Company and the Optionee with respect to the subject matter hereof.

19. Governing Law. This Option Agreement shall be governed by the applicable Code provisions to the maximum extent possible. Otherwise, the laws of the State of Delaware (without reference to the principles of conflict of laws) shall govern the operation of, and the rights of the Optionee under, the Plan and options granted thereunder.

* * * * *

EXHIBIT A

GLOBUS MEDICAL, INC. 2012 EQUITY INCENTIVE PLAN

Notice of Exercise of Incentive Stock Option

I hereby exercise the incentive stock option granted to me pursuant to the Incentive Stock Option Agreement dated as of , 20 , by Globus Medical, Inc. (the "Company"), with respect to the following number of shares of the Company's common stock ("Shares"), par value $ per Share, covered by said option:

Number of Shares to be purchased:	
Purchase price per Share:	$
Total purchase price:	$

☐ A. Enclosed is cash or my check (or other form of legal consideration acceptable to the Compensation Committee of the Company's Board of Directors) in the amount of $ in full/partial **[circle one]** payment for such Shares;

and/or

☐ B. Enclosed is/are Share(s) with a total fair market value of $ on the date hereof in full/partial **[circle one]** payment for such Shares;

and/or

☐ C. Please withhold Shares with a total fair market value of $ on the date hereof in full/partial **[circle one]** payment for such Shares;

and/or

☐ D. I have provided notice to **[insert name of broker]**, a broker, who will render full/partial **[circle one]** payment for such Shares. **[Optionee should attach to the notice of exercise provided to such broker a copy of this Notice of Exercise of Incentive Stock Option and irrevocable instructions to pay to the Company the full/partial (as elected above) exercise price.]**

Please have the certificate or certificates representing the purchased Shares registered in the following name or names*: ; and sent to .

If the condition in Paragraph 6 ("Shares to be Purchased for Investment") of the Incentive Stock Option Agreement related to the Shares purchased hereby is applicable, the undersigned hereby certifies that the Shares purchased hereby are being acquired for investment and not with a view to the distribution of such Shares.

DATED: , 20

Optionee's Signature

* Certificates may be registered in the name of the Optionee alone or in the joint names (with right of survivorship) of the Optionee and his or her spouse.

EXHIBIT B

JOINDER TO AMENDED AND RESTATED STOCK SALE AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class A Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Amended and Restated Stock Sale Agreement, dated as of July 23, 2007, by and among the Company and the other stockholders thereto, as the same may be amended from time to time (the "Stock Sale Agreement"), as a "Key Holder" thereunder, the form of which has previously been delivered to the undersigned, as if the undersigned had been a party to the Stock Sale Agreement as of the date thereof.

KEY HOLDERS:

_____

(Signature)

_____

(Print name)

Date: , 20

EXHIBIT C

JOINDER TO VOTING AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class A Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Voting Agreement, dated as of July 23, 2007, by and among the Company and the other stockholders thereto, as the same may be amended from time to time (the "Voting Agreement"), as a "Key Common Holder" thereunder, the form of which has previously been delivered to the undersigned, as if the undersigned had been a party to the Voting Agreement as of the date thereof.

KEY COMMON HOLDERS:

_____

(Signature)

_____

(Print name)

Date: , 20

Exhibit 10.11

GLOBUS MEDICAL, INC.
2012 EQUITY INCENTIVE PLAN

NOTICE OF NONQUALIFIED STOCK OPTION GRANT

_____

_____

_____ Grant Number _____

You have been granted a nonqualified stock option (the "Option") to purchase shares of the Class A Common Stock of Globus Medical, Inc. (the "Company") pursuant to the Globus Medical, Inc. 2012 Equity Incentive Plan, as amended from time to time (the "Plan"), as follows:

Grant Date	_____
Vesting Commencement Date	_____
Exercise Price per Share	_____
Total Number of Shares Granted	_____
Total Exercise Price	_____
Term/Expiration Date:	10 Years/ _____
Vesting Schedule:	Subject to the Plan and the Nonqualified Stock Option Agreement, this Option may be exercised, in whole or in part, in accordance with the following schedule: (A) one-fourth of the shares subject to the Option shall vest on the date that is one year from the Vesting Commencement Date; and (B) 1/48th of the shares subject to the Option shall vest at the end of each full calendar month thereafter; provided, that you have not experienced a Termination of Service as of each such vesting date.
Termination Period:	The Option may be exercised for up to three months after a Termination of Service, except as set out in Paragraphs 8, 9 and 10 of the Nonqualified Stock Option Agreement (but in no event later than the Expiration Date); provided, that terminations for Misconduct are governed by Section 11.5 of the Plan, which provides for immediate termination of the Option upon such termination for Misconduct.

By your signature and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and the Nonqualified Stock Option Agreement, all of which are attached and made a part of this document.

OPTIONEE:

_____

_____

Print Name

Execution Date: , 20

GLOBUS MEDICAL, INC.

By: _____

Name: _____

Title: _____

GLOBUS MEDICAL, INC.

2012 EQUITY INCENTIVE PLAN

NONQUALIFED STOCK OPTION AGREEMENT

This NONQUALIFIED STOCK OPTION AGREEMENT (the "Option Agreement"), dated as of the Grant Date set forth on the Notice of Nonqualified Stock Option Grant to which this Option Agreement is attached (the "Notice of Grant"), is between Globus Medical, Inc., a Delaware corporation (the "Company"), and the optionee named in the Notice of Grant (the "Optionee"), an employee or consultant of the Company or of a "Subsidiary," as defined in the Globus Medical, Inc. 2012 Equity Incentive Plan (the "Plan"), or a non-employee director of the Company.

WHEREAS, the Company desires to give the Optionee the opportunity to purchase shares of common stock of the Company in accordance with the provisions of the Plan, a copy of which is attached hereto;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Option. The Company hereby grants to the Optionee the right and option (the "Option") to purchase all or any part of an aggregate of that number of Shares set forth on the Notice of Grant. The Option is in all respects limited and conditioned as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding options). Such terms and conditions are incorporated herein by reference, made a part hereof, and shall control in the event of any conflict with any other terms of this Option Agreement. Capitalized terms not defined in this Option Agreement shall have the meaning given to such terms in the Plan, as amended from time to time. The Option granted hereunder is intended to be a nonqualified stock option meeting the requirements of the Plan, and not an incentive stock option meeting the requirements of section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Exercise Price. The exercise price of each Share covered by this Option shall be the Exercise Price per Share set forth on the Notice of Grant. It is the determination of the Committee that on the Grant Date the Exercise Price per Share was not less than the greater of (i) 100% of the Fair Market Value of a Share, or (ii) the par value of a Share.

3. Term. Unless earlier terminated pursuant to any provision of the Plan or of this Option Agreement, this Option shall expire on the Expiration Date set forth on the Notice of Grant, which date is not more than 10 from the Grant Date. This Option shall not be exercisable on or after the Expiration Date.

4. Exercise of Option. The Optionee shall have the right to purchase from the Company such number of Shares and on such dates as are set forth on the Notice of Grant;

provided the Optionee has not experienced a Termination of Service as of the applicable vesting date. The Committee may accelerate any exercise date of the Option, in its discretion, if it deems such acceleration to be desirable. Once the Option becomes exercisable, it will remain exercisable until it is exercised or until it terminates.

5. Method of Exercising Option. Subject to the terms and conditions of this Option Agreement and the Plan, the Option may be exercised by written or electronic notice to the Company at its principal office, which is presently located at Valley Forge Business Center, 2560 General Armistead Avenue, Audubon, PA 19403. The form of such notice is attached hereto as **Exhibit A** and shall state the election to exercise the Option and the number of whole Shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, unless the Company otherwise notifies the Optionee, be accompanied by the investment certificate referred to in Paragraph 6; and shall be accompanied by payment of the full exercise price of such Shares. Only whole Shares will be issued.

The exercise price shall be paid to the Company –

(a) in cash or by check; or

(b) following the consummation of a public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of common stock, in one or more of the following manners:

i. in Shares newly acquired by the Optionee upon the exercise of the Option;

ii. through the delivery of Shares previously acquired by the Optionee; or

iii. by delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount of sale or loan proceeds necessary to pay the exercise price of the Option; or

(c) any other form of legal consideration acceptable to the Committee; or

(d) in any combination of (a), (b) or (c) above.

In the event the exercise price is paid, in whole or in part, with Shares, the portion of the exercise price so paid shall be equal to the Fair Market Value of the Shares delivered or withheld on the date of exercise.

In addition, the Optionee must, as a condition to exercising this Option, execute (i) a counterpart signature page (in the form attached hereto as **Exhibit B**) to the Amended and Restated Stock Sale Agreement dated as of July 23, 2007 by and among the Company and certain of its stockholders, as amended from time to time (the "Stock Sale Agreement"); and (ii) a counterpart signature page (in the form attached hereto as **Exhibit C**) to the Voting Agreement dated as of July 23, 2007 by and among the Company and certain of its stockholders, as amended from time to time (the "Voting Agreement"); provided, that this condition shall lapse upon the expiration or termination of such agreements.

Upon receipt of notice of exercise and payment, the Company shall deliver a certificate or certificates representing the Shares with respect to which the Option is so exercised. The Optionee shall obtain the rights of a shareholder upon receipt of a certificate(s) representing such Shares. Until such time, the Optionee shall not be, nor have any of the rights or privileges of, a shareholder of the Company in respect of any Shares issuable upon the exercise of any part of the Option.

Such certificate(s) shall be registered in the name of the person so exercising the Option (or, if the Option is exercised by the Optionee and if the Optionee so requests in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship), and shall be delivered as provided above to, or upon the written order of, the person exercising the Option. In the event the Option is exercised by any person after the death or Disability of the Optionee, the notice shall be accompanied by appropriate proof of the right of such person to exercise the Option. All Shares that are purchased upon exercise of the Option as provided herein shall be fully paid and non-assessable.

6. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Optionee that a registration statement covering the Shares to be acquired upon the exercise of the Option has become effective under the Securities Act, and the Company has not thereafter notified the Optionee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the Shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the Shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act (or of any rules or regulations promulgated thereunder), or of any state laws or regulations. Such restrictions may, in the discretion of the Company, be noted or set forth in full on the Share certificates.

7. Non-Transferability of Option. Notwithstanding anything in Section 11.3 of the Plan to the contrary, (i) this Option is not assignable or transferable, in whole or in part, by the Optionee other than by will or by the laws of descent and distribution, and (ii) during the lifetime of the Optionee, the Option shall be exercisable only by the Optionee or, in the event of his or her Disability, by his or her guardian or legal representative.

8. Termination of Service. If the Optionee experiences a Termination of Service with the Company and Subsidiaries for any reason (other than death or Disability) prior to the Expiration Date, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee in its discretion, by the Optionee at any time prior to the earlier of (i) the Expiration Date, (ii) three months after such Termination of Service if such termination was not for Misconduct, and (iii) the date of such Termination of Service if such termination was for Misconduct. Shares subject to the unvested portion of the Option shall be forfeited upon the Optionee's Termination of Service, except to the extent the Committee elects to vest such portion.

9. Disability. If the Optionee incurs a Disability during his or her employment and, prior to the Expiration Date, the Optionee experiences a Termination of Service as a consequence of such Disability, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee in its discretion, by the Optionee or by the Optionee's legal representative at any time prior to the earlier of (i) the Expiration Date or (ii) one year after such Termination of Service.

10. Death. If the Optionee dies during his or her service with the Company or a Subsidiary and prior to the Expiration Date, or if the Optionee experiences a Termination of Service for any reason (as described in Paragraphs 8 and 9) and the Optionee dies following his or her Termination of Service but prior to the earliest of (i) the Expiration Date, (ii) the expiration of the period determined under Paragraph 8 or 9 (as applicable to the Optionee), or (iii) three months following the Optionee's Termination of Service, this Option may be exercised, to the extent of the number of Shares with respect to which the Optionee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee in its discretion, by the Optionee's estate, personal representative, or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, at any time prior to the earlier of (i) the Expiration Date or (ii) one year after the date of the Optionee's death.

11. Taxation Upon Exercise of Option; Withholding. The Optionee understands that, because this Option is a nonqualified stock option, he or she will recognize income for federal income tax purposes at the time the Option is exercised in an amount for each Share equal to the excess of the then Fair Market Value of a Share over the Exercise Price per Share. The obligation of the Company to deliver shares upon the exercise of this Option shall be subject to applicable federal, state and local tax withholding requirements. If the exercise of the Option is subject to the withholding requirements of applicable federal, state or local tax law, the Optionee, subject to the provisions of the Plan and such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee, may satisfy the withholding tax, in whole or in part, by electing to have the Company withhold (or by returning to the Company) Shares, which Shares shall be valued, for this purpose, at their Fair Market Value on the date the amount attributable to the exercise of the Option is includible in income by the Optionee under section 83 of the Code. Such election must be made in compliance with and subject to the Withholding Rules, and the Company may not withhold shares in excess of that number necessary to satisfy the minimum federal, state and local income tax and Social Security withholding requirements. Notwithstanding the foregoing, the Company may limit the number of Shares withheld to the extent necessary to avoid adverse accounting consequences.

12. Lock-Up Agreement. The Optionee agrees, in connection with the first registration with the United States Securities and Exchange Commission under the Securities Act of the public sale of the Company's common stock, not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company (other than those included in the registration) without the prior written consent of the Company

or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as the Company or the underwriters, as the case may be, shall specify. Each such recipient agrees that the Company may instruct its transfer agent to place stop-transfer notations in its records to enforce the provisions of this Paragraph. The Optionee also agrees to execute a form of agreement reflecting the foregoing restrictions as requested by the underwriters managing such offering.

13. Company's Right of First Refusal. At any time during which the Company has the right of first refusal to purchase any Shares proposed to be sold by the Optionee or any transferee pursuant to the Stock Sale Agreement, the provisions of this Paragraph shall be inapplicable. If, however, the Company's rights of first refusal under the Stock Sale Agreement have been terminated, are not in effect, or are not otherwise enforceable against the Optionee or any transferee, the provisions of this Paragraph shall apply. Before any Shares held by the Optionee or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Paragraph (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or otherwise transfer such Shares; (ii) the name of each proposed transferee ("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"). The Holder shall at that same time offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within 30 days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price ("Purchase Price") for the Shares purchased by the Company or its assignee(s) under this Paragraph shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the noncash consideration shall be determined by the Board in good faith.

(d) Payment. Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within 30 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Paragraph , then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, provided that such

sale or other transfer is consummated within 90 days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Paragraph shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Paragraph notwithstanding, the transfer of any or all of the Shares during the Optionee's lifetime or on the Optionee's death by will or intestacy to the Optionee's immediate family or a trust for the benefit of the Optionee's immediate family shall be exempt from the provisions of this Paragraph. " Immediate Family" as used herein shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Paragraph, and there shall be no further transfer of such Shares except in accordance with the terms of this Paragraph.

(g) Termination of Right of First Refusal. The Right of First Refusal shall terminate as to any Shares 90 days after the first sale of Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act.

14. Amendment. This Option Agreement may be amended at any time and from time to time by the Committee, provided that the rights or obligations of the Optionee are not affected adversely by such amendment, unless the consent of the Optionee is obtained or such amendment is otherwise permitted under the terms of the Plan.

15. Forfeiture and Claw-Back. The Option (including any proceeds, gains or other economic benefit actually or constructively received by the Optionee upon any exercise of the Option or upon the receipt or resale of any Shares underlying the Option) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

16. No Right to Continued Service. Nothing in the Plan or this Option Agreement shall confer upon the Optionee any right to continue in the service of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and any Subsidiary, which rights are hereby expressly reserved, to discharge or terminate the service of the Optionee at any time for any reason whatsoever.

17. Entire Agreement. The Plan and this Option Agreement constitute the entire agreement of the parties and supersede in their entirety all oral, implied or written promises, statements, understandings, undertakings and agreements between the Company and the Optionee with respect to the subject matter hereof.

18. Governing Law. This Option Agreement shall be governed by the applicable Code provisions to the maximum extent possible. Otherwise, the laws of the State of Delaware (without reference to the principles of conflict of laws) shall govern the operation of, and the rights of the Optionee under, the Plan and options granted thereunder.

* * * * *

EXHIBIT A

GLOBUS MEDICAL, INC. 2012 EQUITY INCENTIVE PLAN

Notice of Exercise of Nonqualified Stock Option

I hereby exercise the nonqualified stock option granted to me pursuant to the Nonqualified Stock Option Agreement dated as of , 20 , by Globus Medical, Inc. (the "Company"), with respect to the following number of shares of the Company's common stock ("Shares"), par value $ per Share, covered by said option:

Number of Shares to be purchased:	
Purchase price per Share:	$
Total purchase price:	$

☐ A. Enclosed is cash or my check (or other form of legal consideration acceptable to the Compensation Committee of the Company's Board of Directors) in the amount of $ in full/partial **[circle one]** payment for such Shares;

and/or

☐ B. Enclosed is/are Share(s) with a total fair market value of $ on the date hereof in full/partial **[circle one]** payment for such Shares;

and/or

☐ C. Please withhold Shares with a total fair market value of $ on the date hereof in full/partial **[circle one]** payment for such Shares;

and/or

☐ D. I have provided notice to **[insert name of broker]**, a broker, who will render full/partial [circle one] payment for such Shares. **[The Optionee should attach to the notice of exercise provided to such broker a copy of this Notice of Exercise of Nonqualified Stock Option and irrevocable instructions to pay to the Company the full/partial (as elected above) exercise price.]**

Please have the certificate or certificates representing the purchased Shares registered in the following name or names*: ; and sent to .

If the condition in Paragraph 6 ("Shares to be Purchased for Investment") of the Nonqualified Stock Option Agreement related to the Shares purchased hereby is applicable, the undersigned hereby certifies that the Shares purchased hereby are being acquired for investment and not with a view to the distribution of such Shares.

DATED: , 20

Optionee's Signature

* Certificates may be registered in the name of the Optionee alone or in the joint names (with right of survivorship) of the Optionee and his or her spouse.

EXHIBIT B

JOINDER TO AMENDED AND RESTATED STOCK SALE AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class A Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Amended and Restated Stock Sale Agreement, dated as of July 23, 2007, by and among the Company and the other stockholders thereto, as the same may be amended from time to time (the "Stock Sale Agreement"), as a "Key Holder" thereunder, the form of which has previously been delivered to the undersigned, as if the undersigned had been a party to the Stock Sale Agreement as of the date thereof.

KEY HOLDERS:

(Signature)

(Print name)

Date: , 20

EXHIBIT C

JOINDER TO VOTING AGREEMENT

In connection with and as a condition to the receipt by the undersigned of shares of Class A Common Stock of Globus Medical, Inc., a Delaware corporation (the "Company"), the undersigned hereby executes and agrees to be bound by the terms and conditions of, and shall be deemed a party to, that certain Voting Agreement, dated as of July 23, 2007, by and among the Company and the other stockholders thereto, as the same may be amended from time to time (the "Voting Agreement"), as a "Key Common Holder" thereunder, the form of which has previously been delivered to the undersigned, as if the undersigned had been a party to the Voting Agreement as of the date thereof.

KEY COMMON HOLDERS:

(Signature)

(Print name)

Date: , 20

Exhibit 10.12

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this 26 th day of March, 2012, and effective January 3, 2012 (the "Effective Date"), by and between **Globus Medical, Inc.**, a Delaware corporation with its principal office in Montgomery County, Pennsylvania (the "Company"), and **Richard Baron**, a resident of Pennsylvania ("Executive"), hereinafter collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the Company desires to retain the services of Executive as Senior Vice President and Chief Financial Officer; and

WHEREAS, the Company and the Executive desire to enter into this Agreement to set forth the terms and conditions of the employment relationship between the Company and Executive; and

WHEREAS, as a part of said employment by the Company, Executive will have access to confidential and proprietary information of the Company; and

WHEREAS, the Company desires to receive from Executive certain restrictive covenants regarding confidentiality and certain other covenants each of which is an inducement to Company to employ Executive and a condition of employment;

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, and other good and valuable consideration, including but not limited to the employment of Executive by the Company and the compensation received by Executive from the Company from time to time, and in particular the issuance of an option to purchase 300,000 shares of common stock in the Company the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT. The Company hereby employs Executive, and Executive hereby accepts such employment. Executive shall serve as the **Senior Vice President and Chief Financial Officer** of the Company upon the terms and conditions hereinafter set forth.

2. TERM. The term ("Term") of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with the provisions of Section 6 hereof.

3. EMPLOYMENT AT WILL. The Parties acknowledge and agree that Executive's employment with the Company is, and shall remain at all times, "employment at-will". Either party shall have the right to terminate the employment relationship at any time, for any reason, with or without cause or prior notice.

4. DUTIES; EXCLUSIVE SERVICES; CONFLICTS OF INTEREST. Executive shall faithfully discharge his responsibilities and perform all duties as generally performed by the

Senior Vice President or Chief Financial Officer of a comparable entity, including any duties set forth in the Bylaws of the Company related to the position and those duties prescribed from time to time by the President or his designee. Executive agrees to devote his best efforts, time, skill and attention to the performance of his duties and responsibilities on behalf of the Company and in furtherance of its best interests. Executive shall not become involved in any personal investment or business that would likely adversely affect the business of the Company or its affiliates. Executive also agrees that he shall not, without the written consent of the President or his designee, take personal advantage of any business opportunities that arise during his employment with the Company and which may benefit the Company. All material facts supporting such opportunities shall be promptly reported to the President for consideration by the Company. Executive agrees to comply with all policies, standards and regulations of the Company now existing or hereafter promulgated. Subject to the terms and conditions of this Agreement (including, without limitation, Executive's right to resign for Good Reason pursuant to Section 6(e)), Executive may be reassigned or transferred to another management position, as designated by and in the discretion of the President or his designee which may or may not provide the same level of responsibility as the initial assignment, and Executive shall perform these duties. Upon commencing work with the Company, Executive agrees to immediately resign from the board of directors of any entity that engages in any business that competes with or represents a conflict with the business of the Company as determined in the discretion of the Board of Directors of the Company.

5. COMPENSATION. During the Term of this Agreement, Executive's compensation shall be determined and paid as follows.

(a) BASE SALARY. Executive shall receive as compensation an initial base salary at the rate of $320,000 annually, which annual rate may be increased during Executive's employment from time to time in the sole discretion of the Company (the "Base Salary"). The Base Salary shall be paid on the Company's regularly scheduled paydays, less federal, state and local payroll taxes and other withholdings legally required or properly requested by Executive, in accordance with the Company's regular payroll practices and procedures.

(b) INCENTIVE BONUS. Subject to the Company's financial ability, it will establish an incentive bonus plan ("Bonus Plan") that Executive shall be eligible to participate in. Under the terms of the Bonus Plan, Executive will be able to earn approximately an additional $145,000 annually ("Target Bonus") by meeting certain Company and individual performance targets, which amount may be increased from time to time in the sole discretion of the Company.

(c) STOCK OPTION GRANT. Within 30 days following the Effective Date, the Company shall grant to Executive an option to purchase 300,000 shares of common stock of the Company vesting over a period of four years (vesting commences after one year of service), with an exercise price equal to the fair market value at the time of grant, and conditioned

on approval by the Company's Board of Directors and execution of the Globus Stock Option Agreement and related documents. Options shall vest 100% upon acquisition of Company by another entity.

(d) BENEFITS. Executive shall be eligible to participate in such other benefits as are provided from time to time to other executive-level employees of the Company. Such benefits will be provided and administered in accordance with the terms of any such benefit plans. All Company benefits are subject to termination or amendment by the Company without advance notice to or consent from Executive.

(e) VACATION Executive shall be entitled to four (4) weeks of paid vacation per calendar year, to be accrued and used in accordance with the vacation policy of the Company.

(f) BUSINESS EXPENSES. The Company will pay all reasonable expenses incurred by Executive directly related to conduct of the business of the Company, including a monthly car allowance in the amount of $700.00, provided that Executive complies with the policies for reimbursement or advance of business expenses established by the Company. Executive will also receive the usual and customary benefits allotted to Company executives including, but not limited to, mobile PDA and laptop computer.

6. TERMINATION. Executive's employment hereunder may be terminated as follows.

(a) VOLUNTARY RESIGNATION BY EXECUTIVE. Executive may terminate his employment by delivery of written notice to the Company.

(b) TERMINATION BY THE COMPANY WITHOUT CAUSE. The Company may terminate Executive's employment by delivery of written notice to Executive.

(c) TERMINATION BY THE COMPANY FOR CAUSE. While Executive is employed by the Company, the Company may terminate Executive's employment "for cause," as hereinafter defined, immediately upon written notice to Executive. "Cause" shall be decided by a majority vote of the Board of Directors of the Company other than Executive and shall mean:

(i) Any material breach of the terms of this Agreement by Executive which breach, if curable, is not cured within fifteen (15) days after written notice of such breach has been given to Executive; or

(ii) The failure of Executive to comply with the policies and/or directives of the Company and/or Board of Directors, which failure, if curable, is not cured within fifteen (15) days after written notice of such failure has been given to Executive; or

(iv) Any act of gross negligence or willful misconduct with respect to the Company, including, without limitation fraud, embezzlement, theft or proven dishonesty in the course of his employment; or

(v) Any failure by Executive to fully disclose any material conflict of interest he may have with the Company in a transaction involving the Company which conflict is materially detrimental to the interest of the Company; or

(vi) Any adverse act or omission that would be required to be disclosed pursuant to securities laws or that would limit the ability of the Company or any entity affiliated with the Company to sell securities under any federal or state law or that would disqualify the Company or any affiliated entity from any exemption otherwise available to it, all of which are deemed for purposes of this Agreement to be materially detrimental to the interests and well-being of the Company.

(d) OTHER TERMINATION BY THE COMPANY. While the Company employs Executive, the Company may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) This Agreement and Executive's employment hereunder shall immediately terminate without notice in the event of death of the Executive. Such termination shall not prejudice any benefits payable to Executive or Executive's beneficiaries that are fully vested or accrued as of the date of death; however, Executive's estate will not be entitled to any other compensation under this Agreement.

(ii) This Agreement and Executive's employment hereunder shall immediately terminate upon written notice to Executive if Executive is unable, due to a disability, to perform the essential functions of his job, with or without a reasonable accommodation, for a period of sixty (60) continuous days. Such termination shall not prejudice any benefits payable to Executive or Executive's beneficiaries that are fully vested or accrued as of the termination date; however, the Company shall have no further obligation or liability to Executive under this Agreement.

(iii) This Agreement shall terminate in the event of the liquidation, dissolution or discontinuance of business by the Company or the filing of any petition by or against the Company under any federal or state bankruptcy or insolvency laws, which petition shall not be dismissed within sixty (60) days after filing.

(e) TERMINATION BY EXECUTIVE FOR GOOD REASON. During the Term of this Agreement, Executive may terminate his employment under this Agreement at any time for "Good Reason." For purposes of this Agreement, "Good Reason" means:

(i) Any materially adverse change or material diminution in the office, title, duties, powers, authority or responsibilities of Executive; or

(ii) Failure of the Company to pay Executive any Base Salary or bonus that has become due and payable; or

(iii) A material reduction in Base Salary; or

(iv) A relocation of Executive's principal worksite of more than 25 miles unless such relocation reduces Executive's commute to such worksite; or

(v) Any material breach of the terms of this Agreement by the Company.

However, none of the foregoing events or conditions will constitute Good Reason unless Executive provides the Company with written objection to the event or condition within 90 days following the occurrence thereof, the Company does not reverse or otherwise cure the event or condition within thirty (30) days of receiving that written objection, and Executive resigns his employment within thirty (30) days following the expiration of that cure period.

(f) TERMINATION FOLLOWING CHANGE IN CONTROL. If all or substantially all of the assets of the Company are sold, liquidated or distributed ("Change in Control"), the Company may terminate the Executive's employment without cause or the Executive may resign his employment with the Company under circumstances establishing Good Reason.

(g) RESIGNATION AS OFFICER AND DIRECTOR. It is understood that if Executive has been, or at any time hereafter is, appointed to the Board of Directors of the Company, upon termination of this Agreement and Executive's employment hereunder for any reason, unless otherwise agree between the Company and Executive, Executive shall also be deemed to have resigned as a member, if applicable at such time, of the Company's Board of Directors, as well as any and all positions Executive may hold as an officer of the Company.

7. PAYMENTS ON TERMINATION Upon termination of this Agreement and Executive's employment hereunder for any reason, all salary and benefits accrued and unreimbursed expenses due as of the date of termination shall be paid to Executive on the Company's next regular payday.

(a) Termination Without Severance Benefits. If this Agreement and Executive's employment hereunder is terminated (i) by Executive for any reason other than Good Reason, including but not limited to termination pursuant to Subsection 6(d)

above, or (ii) pursuant to Subsection 6(a) (voluntary resignation), or Subsection 6(c) (by the Company for "Cause"), no other payment or severance benefit will be payable to Executive by the Company.

(b) Termination with Severance Benefits. If Executive's employment is terminated pursuant to Subsection 6(b) (by the Company without "Cause"), 6(e) (for "Good Reason") or 6(f) ("Change in Control"), then Executive shall be entitled to receive: (i) a severance equal to the Base Salary paid in equal installments each month over a period of twelve (12) months; and (ii) reimbursement for monthly premiums paid by Executive for his (and, if applicable, his spouse's and dependents') continued coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") under the group health, dental and/or vision plans sponsored by the Company (or any of its affiliates) for a period of twelve (12) months. In addition, if Executive's employment is terminated pursuant to Subsection 6(b), 6(e) or 6(f) on or before the first anniversary of the Effective Date, then 1/48th of the shares subject to the stock option granted pursuant to Section 5(c) hereof shall vest at the end of each full calendar month beginning on the Effective Date and ending on the date of Executive's termination.

Notwithstanding the foregoing, no amount shall be payable to Executive under this Section 7 unless at the time of resignation or termination, Executive has been employed by Company for more than three (3) months from the Effective Date.

Further, notwithstanding the foregoing, the severance benefits described in the preceding paragraph are conditioned on Executive's execution and delivery to the Company and the expiration of all applicable statutory revocation periods, by the 60th day following the effective date of his cessation of employment, of a general release of claims against the Company substantially in the form attached hereto as Exhibit A (the "Release"). Subject to the following paragraph, the severance benefits described in the preceding paragraph will be begin to be paid or provided as soon as administratively practicable after the Release becomes irrevocable, provided that if the 60-day period described above begins in one taxable year and ends in a second taxable year such payments or benefits shall not commence until the second taxable year.

Notwithstanding anything to the contrary in this Agreement, no portion of the benefits or payments to be made under Section 7(b) hereof will be payable until Executive has a "separation from service" from the Company within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). In addition, to the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A of the Code to payments due to Executive upon or following his "separation from service", then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy, agreement or arrangement), any such payments that are otherwise due within six months following Executive's "separation from service" (taking into account the preceding sentence of this paragraph) will be deferred without interest and paid to Executive in a lump sum immediately following that six month period. This paragraph should not be construed to prevent the application of Treas. Reg. § 1.409A-1(b)(9)(iii)

(or any successor provision) to amounts payable hereunder. For purposes of the application of Section 409A of the Code, each payment in a series of payments will be deemed a separate payment.

8. WITHHOLDING FROM AND OFFSET OF SEVERANCE BENEFITS . The obligation of the Company to make any payment pursuant to Section 7 of this Agreement shall be subject to the following:

(a) Taxes. The Company shall withhold all applicable federal, state and local taxes as required by relevant law and regulation then in effect including, without limitation FICA and other taxes.

(b) Debts and Liabilities of Executive . The Company may withhold from or offset against its payment(s) to Executive any liabilities or debts of Executive to the Company.

9. Section 409A.

(a) Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided to Executive does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code, and its implementing regulations and guidance, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive in any other calendar year, (ii) the reimbursements for expenses for which Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

(b) Anything to the contrary herein notwithstanding, all benefits or payments provided by the Company to Executive that would be deemed to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code are intended to comply with Section 409A of the Code. Notwithstanding anything in this Agreement to the contrary, distributions may only be made under this Agreement upon an event and in a manner permitted by Section 409A of the Code or an applicable exemption.

(c) If the application of Section 409A impacts Company's tax liability, then Executive agrees to reimburse Company in the amount of the liability incurred.

10. CONFIDENTIALITY; RESTRICTIVE COVENANTS; INVENTION ASSIGNMENT . As a material inducement to the Company to employ Executive and pay Executive compensation as set forth herein, Executive agrees to the covenants and terms set forth in the Parties' "No Competition and Non-Disclosure Agreement", attached hereto as Exhibit B, the terms and conditions of which are incorporated by reference into this Agreement as if fully set forth herein.

(a) Acknowledgments. Executive acknowledges and agrees that the restrictive covenants and obligations set forth in this Section 10 impose a reasonable restraint on Executive in light of the activities and business of the Company. Executive further acknowledges and agrees that the restrictive covenants and obligations set forth in this Section 10 shall not prevent him from earning a livelihood upon the termination of his employment with the Company and merely prevent unfair competition with the Company for a limited period of time and protect legitimate interests that the Company has in its good will, investments in training, and trade secret or confidential information. Executive acknowledges and agrees that the Company would not employ Executive, train Executive, or provide Executive with access to the trade secrets or confidential information of the Company unless Executive were willing to agree to the restrictive covenants and obligations set forth in this Section 10. Executive further acknowledges that the covenants and obligations set forth herein are of the essence of this Agreement; they shall be construed as independent of any other provision in this Agreement; and the existence of any claim or cause of action of Executive against the Company, whether predicated on this Agreement or not, shall not constitute a defense to the enforcement by the Company of these covenants.

11. EXECUTIVE REPRESENTATIONS. Executive warrants and represents as follows:

(a) Executive represents that his performance of all of the terms of this Agreement does not and will not breach any arrangement to keep in confidence information acquired by Executive in confidence or in trust prior to Executive's employment by the Company. Executive represents that he has not entered into, and agrees not to enter into, any agreement either oral or written in conflict herewith.

(b) Executive understands as part of the consideration for this Agreement and for Executive's employment or continued employment by the Company, that Executive has not brought and will not bring with Executive to the Company, or use in the performance of Executive's duties and responsibilities for the Company or otherwise on its behalf, any materials or documents of a former employer or other owner that are generally not available to the public, unless Executive has obtained written authorization from the former employer or other owner for their possession and use and has provided the Company with a copy thereof.

(c) Executive understands that during his employment for the Company he is not to breach any obligation of confidentiality that Executive has to a former employer or any other person or entity and agrees to comply with such understanding.

12. RECORDS. All notes, data, tapes, reference materials, sketches, drawings, memoranda, models and records in any way relating to any of the proprietary information or to the Company's business shall belong exclusively to the Company, and Executive agrees to turn

over to the Company all such materials and all copies and reproduction capabilities concerning such materials or compilations of information therefrom in his possession or then under his control at the request of the Company or, in the absence of such request, upon the termination of Executive's employment with the Company.

13. WAIVER. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. Failure or delay of the Company at any time to insist upon strict compliance with any of the terms, covenants or conditions hereof, or to exercise any of its powers, rights or remedies with respect to any term or provision of this Agreement or any other aspect of Executive's conduct or employment, shall not be deemed a waiver of such terms, covenants, conditions, powers, rights or remedies, nor shall any waiver or relinquishment of any right or power granted hereunder at any particular time be deemed a waiver or relinquishment of such rights or power at any other time or times.

14. REMEDY. Executive understands and agrees that the Company will suffer irreparable harm in the event that Executive breaches any of his obligations under Section 10 hereof and that monetary damages will be inadequate to compensate the Company for such breach. Accordingly, Executive agrees that, in the event of a breach or threatened breach by Executive of any of such provisions of this Agreement, the Company, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, shall be entitled to injunctive relief in order to prevent or to restrain any such breach by Executive, or by Executive's partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with him.

15. SEVERABILITY. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof) or the enforceability thereof under different circumstances.

16. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without reference to the choice of law or conflict of law provisions of such laws, provided that federal law shall govern copyright, patent and trademark issues. The Parties further agree that the Court of Common Pleas of Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania in Philadelphia, Pennsylvania shall adjudicate any disputes related to this Agreement. The parties hereto consent to the personal jurisdiction of such courts.

17. NOTICES. Any notice required to be given hereunder shall be sufficient if in writing and sent by certified or registered United States mail, return receipt requested, first-class postage prepaid, in the case of Executive, to the last known address as shown on the Company's records, and in the case of the Company, to its principal office in the Commonwealth of Pennsylvania.

18. BENEFIT. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors and permitted assigns. Executive may not assign any of his rights or delegate any of his duties under this Agreement.

19. ENTIRE AGREEMENT. This Agreement, and the No Competition and Non-Disclosure Agreement attached hereto as Exhibit B, contain the entire agreement and understandings by and between the Company and Executive with respect to the covenants herein described, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Parties hereto. Executive represents and agrees that he fully understands his right to discuss all aspects of this Agreement with counsel of his choice, that to the extent he desired, he availed himself of this right, that he has carefully read and fully understands the meaning, intent and consequences of all provisions of this entire Agreement, that he is competent to execute this Agreement, that his decision to execute this Agreement has not been obtained by any duress, and that he freely and voluntarily enters into this Agreement.

20. CAPTIONS. The captions in this Agreement are for convenience only and in no way define, bind or describe the scope or intent of this Agreement.

21. SURVIVAL. The provisions set forth in Sections 7 through 20 hereof shall survive the termination of this Agreement and any period of applicability stated therein shall be extended to the extent of any period of time during which the Executive is in violation thereof.

IN WITNESS WHEREOF, the parties have executed this Executive Employment Agreement effective as of the day and year first above written.

GLOBUS MEDICAL, INC.

By: /s/ David Demski
Name: David Demski
Title: President & COO

EXECUTIVE

/s/ Richard Baron
Richard Baron

EXHIBIT A

Form of Release

SEPARATION AGREEMENT AND GENERAL RELEASE

In consideration of a payment of: (1) representing a severance payment of salary which I will receive from Globus Medical, Inc. ("Globus") by check (less appropriate payroll taxes which will be withheld); and (2) representing the cost of extending my medical and health benefits for months, both payments to be sent within ( ) calendar days after Globus receives a signed copy of this Agreement, I, , intending to be legally bound by this Separation Agreement and General Release ("Agreement"), hereby agree to release Globus from all claims, demands, actions or liabilities I may have against Globus of whatever kind, known or unknown, including but not limited to those which arise out of or are related to my employment with Globus or the separation or termination of that employment. I agree that this also releases from liability Globus' subsidiaries, successors, operating units, assigns, affiliates, related corporations and entities, and all of their present and future partners, principals, shareholders, employees, officers, directors, agents, attorneys, divisions, and any person or entity which can be held jointly and severably liable with any of them (hereinafter, "those associated with Globus").

I agree that I have voluntarily executed this release on my own behalf, and also on behalf of any heirs, agents and representatives that I may have now or in the future. I knowingly and voluntarily waive any and all claims under any and all laws which provide legal restrictions on Globus' or the rights of those associated with Globus to terminate my employment or to affect the terms and conditions of my employment, including but not limited to claims under any federal, state, or other governmental statute, regulation or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991; (2) the

Americans With Disabilities Act; (3) the Pennsylvania Human Relations Act; (4) the Age Discrimination in Employment Act ("ADEA"); (5) the Older Workers Benefit Protection Act; (6) The Family and Medical Leave Act ("FMLA"); (7) Sections 1981 through 1988 of Title 42 of the United States Code; (8) the Employee Retirement Income Security Act of 1974 ("ERISA"); (9) the federal Food Drug and Cosmetic Act; (10) the Occupational Safety and Health Act; (11) all other federal, state or local laws of a similar nature to any of the foregoing enumerated laws and any amendments to the foregoing statutes.

I also waive any other common law or statutory claims against Globus and those associated with Globus, including but not limited to any claim for personal injury, wrongful discharge, public policy, negligence, infliction of emotional distress, whistleblower, retaliation, negligent hiring or retention, or any form of tort, whether negligent, reckless or intentional, or any claims based on theories of contract, including any claims for legal fees or costs, or any other form of action.

I understand that I am not waiving any rights or claims under the ADEA that may arise after the date this waiver is executed, but does waive any claims pertaining to my separation from employment as provided for by this Agreement. I also understand that I am not waiving any rights or claims which cannot legally be waived by this Agreement, including without limitation, unemployment compensation claims, workers' compensation claims or the ability to file certain administrative claims.

I understand that nothing in this Agreement shall interfere with my right to file a charge with, cooperate with, or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission or other federal or state regulatory or law enforcement agency. However, I agree that, with the exception of unemployment and worker's

compensation claims, the consideration provided to me in this Agreement shall be the sole relief provided for the claims that are released by me herein and I understand that I will not be entitled to recover and agree to waive any monetary benefits or economic recovery or equitable relief recovery against Globus or those associated with Globus in connection with any such claim, charge or proceeding without regard to who has brought such complaint or charge.

Subject to all of the foregoing, this Agreement shall operate as a general release of any and all claims to the fullest extent of applicable law.

I further acknowledge and agree that:

1. The payment as described above constitutes consideration for this release, in that it is a payment or other accommodation to which I would not have been entitled under any Globus policy, procedure or plan had I not signed this release.

2. As of the date set forth below, payment has been made in full for all hours worked and that I am not owed or entitled to any additional compensation in the form of salary, wages, overtime, vacation pay, fringe benefits or otherwise, related to any employment with Globus or those associated with Globus.

3. I have been given the opportunity to take a period of at least twenty-one (21) days to consider this release ("Consideration Period"), I have not been pressured or coerced to waive this Consideration Period, and I have been given the opportunity to discuss it with counsel of my choice.

4. I have carefully read this release, have had a reasonable time to review it, and have signed it voluntarily, without coercion and with knowledge of the nature and consequences thereof.

5. This release does not waive any claims I may have which arise after the date I sign this release.

6. I have not relied on any representations or promises of any kind made to me in connection with my voluntary decision to sign this release except for those set forth in this release.

7. I will keep the terms of this release, including the payment and accommodations made hereunder, in strict confidence, and will not make public or disclose the terms or payment to any person except for my spouse, my attorneys or accountants or governmental authorities as may be required by law.

8. I shall not make or publish any statement (orally or in writing) or instigate, assist or participate in the making or publication of any statement which shall tend to disparage or demean Globus, or any of its present or former employees, officers and directors.

9. If Globus receives any requests for references concerning my employment, Globus will only disclose my position and dates of employment.

10. I agree not to seek employment or be employed with Globus or those associated with Globus, and forever waive and relinquish all rights to assert any claim for recall, reemployment, or tenure with Globus or those associated with Globus. I agree that Globus and those associated with Globus need not accept or consider any application for employment from me, may deny employment to me based upon this provision, and I hereby release Globus and those associated with Globus from any liability for failure to hire or rehire me in the future. If I should apply for employment or reemployment with Globus or those associated with Globus in the future, this Agreement shall constitute my irrevocable request that such application be withdrawn and not considered and, if already hired, shall constitute my irrevocable resignation.

11. I agree I will never institute or be a party to a claim of any kind against Globus or those associated with Globus regarding the subject matter of this release. If I violate this release by instituting a claim against Globus or those associated with Globus, I agree I will pay all costs Globus or those associated with Globus incur in defending against the claim, including reasonable attorneys' fees.

12. I agree to timely pay any taxes due on sums paid pursuant to this Agreement and hereby indemnify and holds harmless Globus for any taxes and penalties assessed on account of sums paid pursuant to this Agreement.

13. I understand that the sums paid pursuant to this Agreement will not be included in compensation for purposes of calculating the benefits to which I am entitled under any 401(k), pension or other retirement plan.

14. I agree to execute any documents and to take any other actions necessary to implement the terms of this Agreement.

15. I understand that this Agreement sets forth the terms of the entire agreement between me and Globus concerning my employment and separation from employment and extinguish the terms of any other agreement between the parties; provided, however, that the provisions of the No Competition and Non-Disclosure Agreement that I signed as an employee of Globus shall remain in full force and effect. I am not entitled to any benefit or consideration not set forth in this Agreement nor shall I be entitled to any duplication of the consideration or benefits described in this Agreement.

16. I understand that no oral statement of any person whatsoever shall in any manner or degree modify or otherwise affect the terms and provisions of this Agreement. To the extent the terms of this Agreement and any other agreement conflict, the terms of this Agreement shall govern and supercede such inconsistent terms.

17. I understand and agree that if, after 60 days from receipt of this Agreement, I do not sign and return it to Globus, that the terms and conditions of this offer shall expire at Globus' discretion and without any further notice to me.

I understand this Agreement is not effective or enforceable for seven (7) days after I sign it, and I may revoke it during that time ("Revocation Period"). I have not been pressured or coerced to waive this Revocation Period. To revoke, I agree to return the full amount of any check I received from Globus under this Release, together with a written notice of revocation addressed to Kelly G. Huller, Esquire, Vice President, Legal, Globus Medical, Inc., 2560 General Armistead Avenue, Audubon, PA 19403. I understand and agree that this must be done before the conclusion of the seventh day after I sign the release; that if Ms. Huller does not receive a written revocation and the sum stated above by the end of the seven day period, this release will become fully enforceable at that time; and that revocation of this release does not alter or affect the termination of my employment with Globus.

In case any part of this release shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This release shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

I understand and agree to this Agreement, have had the opportunity to review it with counsel, and have signed it freely and voluntarily.

Date

Witness (print name)

Witness (signature)

Reviewed and agreed to on behalf of Globus Medical, Inc.:

By:
Name:
Title:

EXHIBIT B
No Competition and Non-Disclosure Agreement

GLOBUS MEDICAL, INC.
NO COMPETITION AND NON-DISCLOSURE AGREEMENT

Valley Forge Business Center
2560 General Armistead Ave
Audubon, PA 19403
Ph: (610) 930-1800
Fax: (610) 930-1697
http://www.globusmedical.com

This No Competition and Non-Disclosure Agreement ("NCND Agreement") is made and entered into between Globus Medical, Inc., (the "Company") and ***Richard Baron*** ("Employee") effective **January 3, 2012** ("Effective Date").

ACKNOWLEDGEMENTS & DEFINITIONS

A. The Company is engaged in the design, development, production, distribution and sale of products and services related to the spine ("Products").

B. Employee performs services for and on behalf of the Company, either as a direct employee or through an independent service contract, for which Company compensates Employee. For purchases of this NCND Agreement the Employee's performance of services and receipt of compensation from the Company will be defined as the Employment Agreement (the "Employment Agreement") between the Employee of the Company, whether or not a written employment agreement exists between the Employee and the Company governing said services and compensation.

C. For purposes of this NCND Agreement, the No Competition Territory ("No Competition Territory") shall be defined as the geographic area assigned to Employee within the most recent 12 months of their employment. In the event that the Employee has been assigned certain accounts and not a geographic area, the No Competition Territory shall be defined as the geographic area within a 10-mile radius of each assigned account. In the event the Employee has not been assigned specific accounts or a specific geographic region, the No Competition Territory shall be defined as the United States of America.

D. Employee has received good and sufficient consideration from Company, including one or more of the following: an offer of employment; continued employment; salary; health insurance benefits; bonuses; sales commissions; and stock options.

E. For purposes of this NCND Agreement, Medical Personnel ("Medical Personnel") shall be defined as orthopedic surgeons, neuro-surgeons, physicans, nurses and other medical personnel involved in the implantation and other handling and usage of the Products.

F. For purposes of this NCND Agreement, Hospitals ("Hospitals") shall be defined as hospitals, surgery centers, medical centers and other health care facilities that purchase Products and the location at which Medical Personnel perform services related to implantation and other handling and usage of the Products.

G. Employee will have access to confidential, proprietary and trade secret information

("Confidential Information") belonging to the Company, including Confidential Information developed by the Employee (see **Section 2.2** below). Such Confidential Information includes, but is not limited to: customer lists; product specifications and attributes; pricing information; technology development plans; forecasts; financial information; sales strategies and techniques; business records; models; prototypes; schematics; manuals; handbooks; literature; vendors; business terms between Company and suppliers; business terms between Company and Hospitals; business terms between Company and distributors; business terms between Company and Medical Personnel. Employee acknowledges that Company owns such Confidential Information and that Employee has no ownership interest in such Confidential Information. Furthermore, Employee acknowledges that the disclosure of such Confidential Information to unauthorized third parties, including Competing Companies (as defined below) would cause great and irreparable harm to the Company. Furthermore, Employee acknowledges that Company has a legitimate business interest in the protection of the Confidential Information.

H. Employee will receive information and be trained in the highly technical, competitive and specialized business of spine surgery and spinal implants and instrumentation.

NO COMPETITION & NO SOLICITATION COVENANT

1.1 Competitive Activity. For purposes of this NCND Agreement, Competitive Activity ("Competitive Activity") shall be defined as participation in, performance of services for, employment by, ownership of any interest in, or assistance, promotion or organization of, any person, partnership, corporation, firm, limited liability company, association or other business entity that manufactures, sells, markets or distributed products or services used in spine surgery ("Competing Company"); providing that the purchase for investment of not more than five (5%) percent of the total capital stock of such Competing Company whose stock is publicly traded shall not constitute a Competitive Activity.

1.2 No Competition Period. For purposes of this NCND Agreement, the No Competition Period ("No Competition Period") shall be during the term of the Employment Agreement Term and the 12-month period immediately following the termination of the Employment Agreement.

1.3 No Competition or Solicitation Covenant. Employee agrees not to engage in any Competitive Activity with any Competing Company during the No Competition Period in the No Competition Territory. Furthermore, during the No Competition Period, Employee agrees not to, for the purchase of engaging in a Competitive Activity, directory or indirectly, either for the Employee's benefit or the benefit of another entity, solicit, call on, interfere with, or attempt to divert, entice away, sell to or market to any customer, Hospital or Medical Personnel in the No Competition Territory.

1.4 No Solicitation of Company's Employees or Employees. During the No Competition Period, Employee agrees not to directly or indirectly, either for the Employee's benefit or the benefit of another entity, employ or offer to employ in any capacity, contact or recommend for employment with a Competing Company; contact or recommend for the purposes of entering into a contractual relationship with a Competing Company; solicit, call on, interfere with, or attempt to divert, or entice away; any individuals who are or were employees, independent contractors, representatives or employees of the Company or of any of the Company's distributors on the date that the Employment Agreement was terminated or for the 12-month period immediately preceding the termination of the Employment Agreement.

NON-DISCLOSURE COVENANT

2.1 Use of Confidential Information. Both during the Employment Agreement Term and after the termination of the Employment Agreement, Employee agrees not to use any Confidential Information except as required to perform its obligations as an Employee of the Company, or disclose to any individual, corporation, partnership or other entity any Confidential Information belonging to the Company, unless Employee is required to make such disclosure pursuant to judicial process. Notwithstanding the foregoing, immediately upon receipt of subpoena or other judicial process requiring disclosure of Confidential Information belonging to Company, Employee shall deliver written notice and a complete copy of such process to the Company and before responding to such process, allow the Company to take such action as they may deem appropriate under the circumstances to protect their interests in the Confidential Information requested for disclosure.

2.2 Development of Intellectual Property. Employee may make, discover or develop inventions, ideas, trade secrets, financial materials, computer programs, discoveries, developmental improvements, know-how, processes and devices related to or used in the conduct of Employee's performance of services for and on behalf of the Company ("Developments"). The Employee agrees to disclose fully and promptly to the Company any said Developments. Furthermore, Employee agrees that the Company is the sole and exclusive owner of said Developments; the Employee retains no ownership in said Developments; and said Developments become part of the Company's Confidential Information for purposes of this NCND Agreement. Company and Employee agree that if the Developments or any portion thereof are copyrightable, it shall be deemed "work for hire" as such term is defined in the U.S. Copyright Act. The Employee shall execute and deliver to the Company any and all licenses, applications, assignments and other documents and take any and all actions that the Company may deem necessary or desirable to protect Company's ownership rights in said Developments.

2.3 Handling and Return of Confidential Information. Employee shall not physically or electronically remove or make copies of any Confidential Information owned by the Company, except as required by the Employee to properly fulfill their responsibilities as an Employee of the Company. Upon the termination of the Employment Agreement, Employee shall immediately return to the Company any and all Confidential Information in their possession, including any and all copies of said Confidential Information.

2.4 Fiduciary Duties. Employee agrees that Employee shall treat all Confidential Information entrusted to Employee by Company as a fiduciary, and Employee accepts and undertakes all the obligations of a fiduciary, including good faith, trust, confidence and candor, to maintain, protect and develop Confidential Information for the benefit of Company.

2.5 Confidential Information of Others. Employee hereby represents and warrants to the Company that Employee is not bound by any agreement, understanding or restriction, (including, but not limited to any covenant restricting competition or agreement related to the confidential and proprietary information and trade secrets of any third party), that is inconsistent with or prevents or limits the Employee's ability to fulfill their obligations under the Employment Agreement. Furthermore, Employee hereby represents and warrants to the Company that the execution and performance of the Employment Agreement will not result in or constitute a breach of any term or condition of any other agreement the Employee is bound by. In performance of his duties and obligations under the Employment Agreement, Employee agrees not to disclose the confidential and proprietary information or trade secrets of any third party to the Company.

REMEDIES

3.1 Right to Specific Relief. Company and Employee recognize and acknowledge that the limitations set forth in this NCND Agreement are properly required for the adequate protection of the business of the Company,

and that violation of any of the provisions of this NCND Agreement will cause irreparable injury for which money damages are neither adequate nor ascertainable. Accordingly, Company shall have the right to have the provisions of this NCND Agreement specifically enforced by a court of competent jurisdiction, in addition to any other remedies which Company may have, and Employee hereby consents to the entry of an injunction or other similar relief without the necessity of posting a bond or other financial insurance. Furthermore, Company shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) incurred in enforcing its rights under this NCND Agreement.

OTHER MATTERS

4.1 Entire Agreement. This NCND Agreement constitutes the entire agreement between the parties relating to the specific matters covered by this NCND Agreement and supersedes all prior agreements, whether written or oral. No modifications or waiver of any part of this NCND Agreement shall be binding upon either party unless in writing.

4.2 Waiver. The waiver of a breach of any provision of this NCND Agreement by any party shall not operate or be construed as a waiver of any provision of this NCND Agreement or consent of any subsequent breach.

4.4 Severability. If any term or provision of this NCND Agreement shall be determined invalid or unenforceable to any extent or in any application, then the remainder of this NCND Agreement shall not be affected thereby, and such term or provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law, except to such extent or in such application, shall not be affected thereby, every term and provision of this NCND Agreement as so modified if necessary, shall be enforced to the fullest extent and in the broadest application permitted by law .

4.5 Governing Law. In order to maintain uniformity in the interpretation of this NCND Agreement the parties have expressly agreed that this NCND Agreement, the parties' performance hereunder and the relationship between them shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles thereof regarding conflicts of laws.

4.6 Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to the Company's successors, representatives and permitted assigns.

IN WITNESS WHEREOF, the undersigned have executed this NCND AGREEMENT, intending to be bound under their seals, effective as of the day and year set forth above.

COMPANY: Globus Medical, Inc.	**EMPLOYEE:**
By: _____	By: /s/ Richard Baron
DATE:	**DATE:**
_____	**January 2, 2012**

Exhibit 10.13

VICE PRESIDENT EMPLOYMENT AGREEMENT

THIS VICE PRESIDENT EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this **May 18, 2005** (the "Effective Date"), by and between Globus Medical, Inc., a Delaware corporation with its principal office in Montgomery County, Pennsylvania (the "Company"), and **Brett Murphy**, a resident of **Florida** (the "Vice President").

WITNESSETH:

WHEREAS, as a part of employment by the Company, Vice President will have access to confidential and proprietary information of the Company; and

WHEREAS, the Company desires to receive from Vice President certain restrictive covenants regarding confidentiality and certain other covenants each of which is an inducement to Company to employ Vice President and a condition of employment;

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, and other good and valuable consideration, including the employment of Vice President by the Company and the compensation received by Vice President from the Company from time to time, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT. The Company hereby employs Vice President, and Vice President hereby accepts employment. Vice President shall serve as the Vice President of Sales — Latin America AND Area Director — Southern US for the Territory set forth in Exhibit "A" hereto and upon the terms and conditions hereinafter set forth.

2. TERM. The term of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with the provisions of Section 5 hereof. The parties hereto agree that this Agreement and Vice President's employment hereunder shall be considered "at will," meaning that Vice President's employment may be terminated by either party for any or no reason at any time and with or without prior notice.

3. DUTIES; SERVICE. Vice President shall faithfully discharge his responsibilities and perform all duties as generally performed by the Vice President of Sales of a comparable entity, including any duties set forth in the Bylaws of the Company related to the position and those duties prescribed from time to time by the Board of Directors. Vice President agrees to devote full time and attention to the performance of his duties and responsibilities on behalf of the Company and in furtherance of its best interests. Vice President agrees to comply with all policies, standards and regulations of the Company now existing or hereafter promulgated. Upon commencing work with the Company, Vice President agrees to immediately resign from the board of directors of any entity that engages in any business that competes with or represents a conflict with the business of the Company as determined in the discretion of the Board of Directors of the Company.

4. COMPENSATION. During the term of this Agreement, Vice President's compensation shall be determined and paid as follows.

(a) BASE SALARY. Vice President shall receive a base salary of **$9,166.67** per month to be paid on the last day of each month.

(b) COMMISSIONS. Vice President shall receive as compensation commissions ("Commissions") based on net sales in the Territory according to a commission plan developed by the Company for Vice President. Terms of this commission plan are subject to change at the Company's sole discretion. Company will pay Commissions to Vice President, net of any Minimum Commission Draw already paid, by the 15th of the following month. In addition, Company will produce a report accounting for sales within the Territory and applicable Commissions earned. All payments for Commissions or Minimum Commission Draws will be less federal, state and local payroll taxes and other withholdings legally required or properly requested by Vice President, in accordance with the Company's regular payroll practices and procedures.

Vice President will also receive a special incentive commission based on sales outside of the Territory, as defined further in the offer letter signed by Vice President and included herein as **Exhibit D**.

(c) MINIMUM COMMISSION DRAW. Vice President shall not receive a draw against commissions earned each month ("Minimum Commission Draw").

(d) INCENTIVE BONUS. Vice President will participate in a quarterly incentive plan ("Bonus Plan"). Subject to the Company's financial ability and the Vice President's performance, Vice President may receive up to **$15,000** per quarter from the Bonus Plan, at the sole discretion of the Company.

(e) STOCK OPTIONS. Company shall grant Vice President an option to purchase **20,000 shares** of Company's Common Stock according to the Notice of Stock Option Grant attached as Exhibit C hereto. Furthermore, Vice President will qualify for consideration to receive additional stock option grants for calendar years 2006 and 2007, based on performance, in the amount of **5,000 shares** for each year. (Strike price to be fair market value of stock at time option is granted.)

(f) BENEFITS. Vice President shall receive such other benefits as are provided from time to time to other employees of the Company. Such benefits will be provided and administered in accordance with the terms of any such benefit plans. All Company benefits are subject to termination or amendment by the Company without advance notice to or consent from Vice President.

(g) VACATION Vice President shall be entitled to **two (2)** weeks of paid vacation per calendar year, to be accrued and used in accordance with the vacation policy of the Company.

(h) BUSINESS EXPENSES. The Company will pay all reasonable expenses incurred by Vice President directly related to conduct of the business of the Company, provided that Vice President complies with the policies for reimbursement or advance of business expenses established by the Board of Directors of the Company.

5. TERMINATION. Vice President's employment hereunder may be terminated as follows.

(a) VOLUNTARY RESIGNATION BY VICE PRESIDENT. Vice President may terminate his employment by delivery of written notice to the Company. Such notice shall be delivered at least fourteen (14) days in advance of the intended effective date.

(b) TERMINATION BY THE COMPANY WITHOUT CAUSE. The Company may terminate Vice President's employment by delivery of written notice to Vice President.

(c) TERMINATION BY THE COMPANY FOR CAUSE. While Vice President is employed by the Company, the Company may terminate Vice President's employment "for cause," as hereinafter defined, immediately upon written notice to Vice President. "Cause" shall be decided by a majority vote of the Board of Directors of the Company other than Vice President and shall mean:

(i) Any material breach of the terms of this Agreement by Vice President;

(ii) The failure of Vice President to diligently and properly perform his duties for the Company; or

(iii) The failure of Vice President to comply with the policies and/or directives of the Board of Directors, which failure, if curable, is not cured within ten (10) days after written notice of such failure has been given to Vice President; or

(iv) Any dishonest or illegal action (including, without limitation, embezzlement) or any other action whether or not dishonest or illegal by Vice President that is materially detrimental to the interest and well-being of the Company, including, without limitation, harm to its reputation; or

(v) Any failure by Vice President to fully disclose any material conflict of interest he may have with the Company in a transaction involving the Company which conflict is materially detrimental to the interest of the Company; or

(vi) Any adverse act or omission that would be required to be disclosed pursuant to securities laws or that would limit the ability of the Company or any entity affiliated with the Company to sell securities under any Federal or state law or that would disqualify the Company or any affiliated entity from any exemption otherwise available to it, all of which are deemed for purposes of this Agreement to be materially detrimental to the interests and well-being of the Company.

(d) OTHER TERMINATION BY THE COMPANY. While the Company employs Vice President, the Company may immediately terminate this Agreement upon the occurrence of any of the following events.

(i) This Agreement and Vice President's employment hereunder shall immediately terminate without notice in the event of death of the Vice President; provided such termination shall not prejudice any benefits payable to Vice President's beneficiaries that are fully vested as of the date of death.

(ii) This Agreement and Vice President's employment hereunder shall immediately terminate upon written notice to Vice President if Vice President is unable, due to a disability, to perform the essential functions of his job, with or without a reasonable accommodation, for a period of sixty (60) days; provided that such termination shall not prejudice any benefits payable to Vice President or Vice President's beneficiaries that are fully vested as of the termination date.

(iii) This Agreement shall terminate in the event of the liquidation, dissolution or discontinuance of business by the Company or the filing of any petition by or against the Company under any federal or state bankruptcy or insolvency laws, which petition shall not be dismissed within sixty (60) days after filing.

(e) TERMINATION BY VICE PRESIDENT FOR GOOD REASON. During the Initial Term and thereafter, Vice President may terminate his employment under this Agreement at any time for "Good Reason." For purposes of this Agreement, "Good Reason" means:

(i) Any materially adverse change or diminution in the office, title, duties, powers, authority or responsibilities of Vice President, which change or diminution is not corrected within thirty (30) days after written notice of such failure has been given to the Company; or

(ii) Failure of the Company to pay Vice President any Base Salary that have become due and payable within thirty (30) days after Vice President has given the Company written demand therefor.

6. PAYMENTS ON TERMINATION Upon termination of this Agreement and Vice President's employment hereunder for any reason, all salary and unreimbursed expenses due as of the date of termination shall be paid to Vice President on the Company's next regular payday.

7. CONFIDENTIALITY. Vice President acknowledges that, as a result of his employment by the Company, he will have access to, be making use of, acquiring and/or adding to confidential information of a special and unique nature and value, including, without limitation, the Company's trade secrets, products, systems, programs, procedures, manuals, guides (as periodically updated or supplemented), confidential reports and communications (including, without limitation, customer information, technical information on the performance and reliability of the Company's products and the development or acquisition of future products or product enhancements by the Company) and lists of customers, as well as the nature and type of the service rendered by the Company and the fees paid or expected to be paid by the Company's customers. Vice President further acknowledges that any information and materials received by the Company or Vice President from third parties in confidence (or subject to nondisclosure covenants) shall be deemed to be and shall be confidential information within the meaning of this Section 7. As a material inducement to the Company to employ Vice President and pay Vice President compensation as set forth herein, Vice President covenants and agrees that he shall not, except with the prior written consent of the Board of Directors of the Company, at any time during or following the termination of his employment with the Company, directly or indirectly, divulge, use, reveal, report, publish, transfer or disclose, for any purpose whatsoever except on behalf of the Company, any of such confidential information that has been obtained by or disclosed to him as a result of his employment with the Company, including, without limitation, any Proprietary Information, as defined in Section 8 hereof. The aforementioned obligation of confidentiality and nondisclosure shall not apply when:

(a) The information disclosed to Vice President was in the public domain at the time of disclosure, or at any time after disclosure has become part of the public domain by publication or otherwise through sources other than Vice President, directly or indirectly, and without fault on the part of Vice President in failing to keep such information confidential; or

(b) Disclosure is required by law or court order, provided Vice President gives the Company prior written notice of any such disclosure; or

(c) Disclosure is made with the prior written agreement of the Board of Directors of the Company; or

(d) The information was in Vice President's possession prior to the Effective Date, as shown by records in existence prior to such date; or

(e) The information is lawfully disclosed to Vice President after the termination of his employment by a third party who is under no obligation of confidentiality to the Company with respect to such information; or

(f) Such information is independently developed by Vice President subsequent to the termination of his employment with the Company, as demonstrated by records of Vice President that are contemporaneously maintained.

8. DEFINITION OF PROPRIETARY INFORMATION. For purposes of this Agreement, the term "Proprietary Information" shall mean all of the following materials and information (whether or not reduced to writing and whether or not patentable or protectable by copyright) that Vice President receives, receives access to, conceives of or develops, in whole or in part, as a direct or indirect result of his employment with the Company, in the course of his employment with the Company or through the use of any of the Company's facilities or resources, not including materials and information Vice President possessed when he joined the Company.

(a) Manufactured products, assembled or unassembled, and related goods or systems thereof and any and all future products developed or derived therefrom.

(b) With respect to the items described in Section 8(a) above, all hardware and software relating to their design or manufacture; all source and object codes to such software; all specifications, design concepts, documents and manuals; and all security systems relating to the product or procedures.

(c) Trade secrets, production processes, marketing techniques, software programs, marketing plans, formulae, data, mailing lists, purchasing information, price lists, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, customer data, customer site information, pricing strategies and other materials or information relating to the manner in which the Company does business.

(d) Discoveries, concepts and ideas, whether or not patentable or protectable by copyright, including, without limitation, the nature and results of research and development activities, technical information on product or program performance and reliability, processes, formulas, techniques, source codes, object codes, designs, drawing and specifications.

(e) Any other materials or information related to the business or activities of the Company that are not generally known to others engaged in similar businesses or activities.

(f) Any other material or information that has been created, discovered or developed, or otherwise become known to the Company that has commercial value in the business in which the Company is engaged.

(g) All ideas that are derived from or relate to Vice President's access to or knowledge of any of the above-enumerated materials and information.

Failure to mark any of the Proprietary Information as confidential shall not affect its status as Proprietary Information under the terms of this Agreement.

9. OWNERSHIP OF INFORMATION AND INVENTIONS.

(a) Assignment of Rights. Vice President hereby assigns to the Company all of Vice President's rights, title and interest in any idea (whether or not patentable or protectable by copyright), invention, computer software program or other computer-related equipment or technology, conceived or developed in whole or in part, or in which Vice President may have aided development, while employed by the Company, including, without limitation, any Proprietary Information. If one or more of the aforementioned are deemed in any way to fall within the definition of "work made by hire" as such term is defined in 17 U.S.C. § 101, such work shall be considered "work made for hire," the copyright of which shall be owned solely by, and assigned or transferred completely and exclusively to the Company. Vice President agrees to execute any instruments and to do all other things reasonably requested by the Company (both during and after Vice President's employment with the Company) in order to more fully vest in the Company all ownership rights in those items hereby or thereby transferred by Vice President to the Company. Vice President further agrees to disclose immediately to the Company all Proprietary Information conceived of or developed in whole or in part by him during the term of his employment with the Company and to assign to the Company any right, title or interest he may have in such Proprietary Information.

(b) Reservation of Rights. Notwithstanding anything in this Agreement to the contrary, the obligation of Vice President to assign or offer to assign his rights in an invention to the Company shall not extend or apply to an invention that Vice President developed entirely on his own time without using the Company's equipment, supplies, facility or trade secret information unless such invention (i) relates to the Company's business or actual or demonstrably anticipated research or development, or (ii) results from any work performed by Vice President for the Company. Vice President shall bear the burden of proof in establishing that any invention qualifies for exclusion under this Section 9(b). With respect to Section 9(b), it is agreed and acknowledged that during

Vice President's employment, the Company may enter other lines of business that are related or unrelated to its current lines of business, in which case this Agreement would be expanded to cover such new lines of business.

10. RESTRICTIVE COVENANTS

(a) Non-competition. During Vice President's employment with the Company and for a period of one year thereafter, Vice President will be subject to certain restrictive covenants with respect to competitive activities. These restrictions are governed by a separate "No Competition and Non-Disclosure Agreement" entered into by the Company and Vice President and included herein as Exhibit B.

(b) Non-recruitment, non-solicitation of employees. During Vice President's employment with the Company and for a period of one year thereafter, Vice President will be subject to certain restrictive covenants with respect to solicitation of Company's employees. These restrictions are governed by a separate "No Competition and Non-Disclosure Agreement" entered into by the Company and Vice President and included herein as Exhibit B.

(c) Non-solicitation. During Vice President's employment with the Company and for a period of one year thereafter, Vice President will be subject to certain restrictive covenants with respect to solicitation of Company's customers or medical personnel who utilize Company's products at hospitals and medical centers who are Company's customers. These restrictions are governed by a separate "No Competition and Non-Disclosure Agreement" entered into by the Company and Vice President and included herein as Exhibit B.

(d) Notification of Subsequent Employment. If, during Vice President's employment with the Company or for a period of one year thereafter, Vice President becomes employed on his own or becomes an employee or independent contractor of any other individual or entity, Vice President will notify the Company in writing no later than five days after the commencement of such employment. The notification shall include, but shall not be limited to, the name, address, and nature of the business of the individual or entity with which Vice President has become employed.

(e) Modification by Court. If, for any reason, a forum of competent jurisdiction shall find that any provision set forth in this Section 10 is unreasonable in duration, in geographic scope, or in any other aspect, then the forum may modify the provision to the minimum extent necessary to make it consistent with applicable law. Any such modification shall apply only to the operation and application of such provision in the particular jurisdiction in which the modification is made.

(f) Time. The length of time for any restrictive covenant set forth in this Section 10 shall not run during any litigation or proceeding contesting or enforcing such covenant.

(g) Acknowledgment. Vice President acknowledges and agrees that the restrictive covenants set forth in this Section 10 impose a reasonable restraint on the Vice President in light of the activities and Business of the Company. Vice President further acknowledges and agrees that the restrictive covenants set forth in this Section 10 shall not prevent him from earning a livelihood upon the termination of his employment with the Company and merely prevent unfair competition with the Company for a limited period of time and protect legitimate interests that the Company has in its good will, investments in training, and trade secret or confidential information. Vice President acknowledges and agrees that the Company would not employ the Vice President, train the Vice President, or provide the Vice President with access to the trade secrets or confidential information of the Company unless the Vice President were willing to agree to the restrictive covenants set forth in this Section 10.

11. VICE PRESIDENT REPRESENTATIONS.

(a) Vice President represents that his performance of all of the terms of this Agreement does not and will not breach any arrangement to keep in confidence information acquired by Vice President in confidence or in trust prior to Vice President's employment by the Company. Vice President represents that he has not entered into, and agrees not to enter into, any agreement either oral or written in conflict herewith.

(b) Vice President understands as part of the consideration for this Agreement and for Vice President's employment or continued employment by the Company, that Vice President has not brought and will not bring with Vice President to the Company, or use in the performance of Vice President's duties and responsibilities for the Company or otherwise on its behalf, any materials or documents of a former employer or other owner that are generally not available to the public, unless Vice President has obtained written authorization from the former employer or other owner for their possession and use and has provided the Company with a copy thereof.

(c) Vice President understands that during his employment for the Company he is not to breach any obligation of confidentiality that Vice President has to a former employer or any other person or entity and agrees to comply with such understanding.

12. RECORDS. All notes, data, tapes, reference materials, sketches, drawings, memoranda, models and records in any way relating to any of the Proprietary Information or to the Company's business shall belong exclusively to the Company, and Vice President agrees to turn over to the Company all such materials and all copies and reproduction capabilities concerning such materials or compilations of information therefrom in his possession or then under his control at the request of the Company or, in the absence of such request, upon the termination of Vice President's employment with the Company.

13. WAIVER. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power granted hereunder at any particular time be deemed a waiver or relinquishment of such rights or power at any other time or times.

14. REMEDY. Vice President understands and agrees that the Company will suffer irreparable harm in the event that Vice President breaches any of his obligations under Sections 7 through 10 hereof and that monetary damages will be inadequate to compensate the Company for such breach. Accordingly, Vice President agrees that, in the event of a breach or threatened breach by Vice President of any of such provisions of this Agreement, the Company, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, shall be entitled to injunctive relief in order to prevent or to restrain any such breach by Vice President, or by Vice President's partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with him.

15. RECOUPMENT OF PROFITS. Vice President covenants and agrees that, if he shall violate any of his covenants or agreements under this Agreement, the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or benefits that Vice President directly or indirectly has realized and/or may realize as a result of, growing out of or in connection with any such violation; and that such remedy shall be in addition to and not in limitation of any other remedy, including without limitation, damages for lost profits of the Company or any affiliates of the Company, injunctive relief or other rights or remedies to which the Company is or may be entitled at law, in equity or under this Agreement.

16. SEVERABILITY. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof) or the enforceability thereof under different circumstances.

17. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without reference to the choice of law or conflict of law provisions of such laws, provided that federal law shall govern copyright, patent and trademark issues. The parties further agree that the state or federal courts within 40 miles of Philadelphia, Pennsylvania shall adjudicate any disputes related to this Agreement. The parties hereto consent to the personal jurisdiction of such courts.

18. NOTICES. Any notice required to be given hereunder shall be sufficient if in writing and sent by certified or registered mail, return receipt requested, first-class postage prepaid, in the case of Vice President, to the last known address as shown on the Company's records, and in the case of the Company, to its principal office in the Commonwealth of Pennsylvania.

19. BENEFIT. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors and permitted assigns. Vice President may not assign any of his rights or delegate any of his duties under this Agreement.

20. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understandings by and between the Company and Vice President with respect to the covenants herein described, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the parties hereto.

21. CAPTIONS. The captions in this Agreement are for convenience only and in no way define, bind or describe the scope or intent of this Agreement.

22. SURVIVAL OF COVENANTS. The provisions set forth in Sections 7 through 15 hereof shall survive the termination of this Agreement and any period of applicability stated therein shall be extended to the extent of any period of time during which the Vice President is in violation thereof.

IN WITNESS WHEREOF, the parties have executed this Vice President Employment Agreement effective as of the day and year first above written.

GLOBUS MEDICAL, INC.

By: /s/ Dave Demski
Name: Dave Demski
Title: CFO

VICE PRESIDENT

/s/ Andrew Brett Murphy (SEAL)
Name: Alexander Brett Murphy

EXHIBIT A

TERRITORY

VP Latin America: Mexico plus All Countries in Central and South America

US Area Director Territory: Louisiana, Texas, Oklahoma, Arkansas, Tennessee, Mississippi

EXHIBIT B

NO COMPETITION AND NON-DISCLOSURE AGREEMENT

GLOBUS MEDICAL, INC.
NO COMPETITION AND NON-DISCLOSURE AGREEMENT

This No Competition and Non-Disclosure Agreement ("NCND Agreement") is made and entered into between Globus Medical, Inc. (the "Company") and **Brett Murphy** ("Employee") effective **June 1, 2005** ("Effective Date").

ACKNOWLEDGEMENTS & DEFINITIONS

A. The Company is engaged in the design, development, production, distribution and sale of products and services for spine surgery ("Products").

B. Employee performs services for and on behalf of the Company, either as a direct employee or through an independent service contract, for which Company compensates Employee. For purposes of this NCND Agreement the Employee's performance of services and receipt of compensation from the Company will be defined as the Employment Agreement (the "Employment Agreement") between the Employee and the Company, whether or not a written employment agreement exists between the Employee and the Company governing said services and compensation.

C. For purposes of this NCND Agreement, the No Competition Territory ("No Competition Territory") shall be defined as the geographic area assigned to the Employee within the most recent 12 months of their employment. In the event that the Employee has been assigned certain accounts and not a geographic area, the No Competition Territory shall be defined as the geographic area within a 10-mile radius of each assigned account. In the event the Employee has not been assigned specific accounts or a specific geographic region, the No Competition Territory shall be defined as the United States of America.

D. Employee has received good and sufficient consideration from Company, including one or more of the following: an offer of employment; continued employment; salary; health insurance benefits; bonuses; sales commissions; and stock options.

E. For purposes of this NCND Agreement, Medical Personnel ("Medical Personnel") shall be defined as orthopedic surgeons, neuro-surgeons, physicians, nurses and other medical personnel involved in the implantation and other handling and usage of the Products.

F. For purposes of this NCND Agreement, Hospitals ("Hospitals") shall be defined as hospitals, surgery centers, medical centers and other health care facilities that purchase Products and the location at which Medical Personnel perform services related to the implantation and other handling and usage of the Products.

G. Employee will have access to confidential, proprietary and trade secret information ("Confidential Information") belonging to the Company, including Confidential

Information developed by the Employee (see **Section 2.2** below). Such Confidential Information includes, but is not limited to: customer lists; product specifications and attributes; pricing information; technology development plans; forecasts; financial information; sales strategies and techniques; business records; models; prototypes; schematics; manuals; handbooks; literature; vendors; business terms between Company and suppliers; business terms between Company and Hospitals; business terms between Company and distributors; business terms between Company and Medical Personnel. Employee acknowledges that Company owns such Confidential Information and that Employee has no ownership interest in such Confidential Information. Furthermore, Employee acknowledges that the disclosure of such Confidential Information to unauthorized third parties, including Competitive Companies (as defined below) would cause great and irreparable harm to the Company. Furthermore, Employee acknowledges that Company has a legitimate business interest in the protection of the Confidential Information.

H. Employee will receive information and be trained in the highly technical, competitive and specialized business of spine surgery and spinal implants and instrumentation.

NO COMPETITION & NO SOLICITATION COVENANT

1.1 Competitive Activity. For purposes of this NCND Agreement, Competitive Activity ("Competitive Activity") shall be defined as participation in, performance of services for, employment by, ownership of any interest in, or assistance, promotion or organization of, any person, partnership, corporation, firm, limited liability company, association or other business entity that manufactures, sells, markets or distributes products or services used in spine surgery ("Competing Company"); provided that the purchase for investment of not more than five (5%) percent of the total capital stock of such Competing Company whose stock is publicly traded shall not constitute a Competitive Activity.

1.2 No Competition Period. For purposes of this NCND Agreement, the No Competition Period ("No Competition Period") shall be during the term of the Employment Agreement and the 12-month period immediately following the termination of the Employment Agreement.

1.3 No Competition or Solicitation Covenant. Employee agrees not to engage in any Competitive Activity with any Competing Company during the No Competition Period in the No Competition Territory. Furthermore, during the No Competition Period, Employee agrees not to directly or indirectly, either for the Employee's benefit or the benefit of another entity, solicit, call on, interfere with, or attempt to divert, entice away, sell to or market to any customer, Hospital or Medical Personnel in the No Competition Territory.

1.4 No Solicitation of Company's Employees or Employees. During the No Competition Period, Employee agrees not to directly or indirectly, either for the Employee's benefit or the benefit of another entity, employ or offer to employ in any capacity; contact or

recommend for employment with a Competitive Company; contact or recommend for the purposes of entering into a contractual relationship with a Competitive Company; solicit, call on, interfere with, or attempt to divert, or entice away; any individuals who were employees, independent contractors, representatives or employees of the Company or of any of the Company's distributors on the date that the Employment Agreement was terminated or for the 12-month period immediately preceding the termination of the Employment Agreement.

NON-DISCLOSURE COVENANT

2.1 Use of Confidential Information. Both during the term of the Employment Agreement and after the termination of the Employment Agreement, Employee agrees not to use any Confidential Information except as required to perform its obligations as an Employee of the Company, or disclose to any individual, corporation, partnership or other entity any Confidential Information belonging to the Company, unless Employee is required to make such disclosure pursuant to judicial process. Notwithstanding the foregoing, immediately upon receipt of subpoena or other judicial process requiring disclosure of Confidential Information belonging to Company, Employee shall deliver written notice and a complete copy of such process to the Company and before responding to such process, allow the Company to take such action as they may deem appropriate under the circumstances to protect their interests in the Confidential Information requested for disclosure.

2.2 Development of Intellectual Property. Employee may make, discover or develop inventions, ideas, trade secrets, financial materials, computer programs, discoveries, developmental improvements, know-how, processes and devices related to or used in the conduct of Employee's performance of services for and on behalf of the Company ("Developments"). The Employee agrees to disclose fully and promptly to the Company any said Developments. Furthermore, Employee agrees that the Company is the sole and exclusive owner of said Developments; the Employee retains no ownership in said Developments; and said Developments become part of the Company's Confidential Information for purposes of this NCND Agreement. Company and Employee agree that if the Developments or any portion thereof are copyrightable, it shall be deemed "work for hire" as such term is defined in the U.S. Copyright Act. The Employee shall execute and deliver to the Company any and all licenses, applications, assignments and other documents and take any and all actions that the Company may deem necessary or desirable to protect Company's ownership rights in said Developments.

2.3 Handling and Return of Confidential Information. Employee shall not physically or electronically remove or make copies of any Confidential Information owned by the Company, except as required by the Employee to properly fulfill their responsibilities as an Employee of the Company. Upon the termination of the Employment Agreement, Employee shall immediately return to the Company any and all Confidential Information in their possession, including any and all copies of said Confidential Information.

2.4 Fiduciary Duties. Employee agrees that Employee shall treat all Confidential Information entrusted to Employee by Company as a fiduciary, and Employee accepts and undertakes all the obligations of a fiduciary, including good faith, trust, confidence and candor, to maintain, protect and develop Confidential Information for the benefit of Company.

2.5 Confidential Information of Others. Employee hereby represents and warrants to the Company that Employee is not bound by any agreement, understanding or restriction, (including, but not limited to any covenant restricting competition or agreement related to the confidential and proprietary information and trade secrets of any third party), that is inconsistent with or prevents or limits the Employee's ability to fulfill their obligations under the Employment Agreement. Furthermore, Employee hereby represents and warrants to the Company that the execution and performance of the Employment Agreement will not result in or constitute a breach of any term or condition of any other agreement the Employee is bound by. In their performance of their duties and obligations under the Employment Agreement, Employee agrees not to disclose the confidential and proprietary information or trade secrets of any third party to the Company.

REMEDIES

3.1 Right to Specific Relief. Company and Employee recognize and acknowledge that the limitations set forth in this NCND Agreement are properly required for the adequate protection of the business of the Company, and that violation of any of the provisions of this NCND Agreement will cause irreparable injury for which money damages are neither adequate nor ascertainable. Accordingly, Company shall have the right to have the provisions of this NCND Agreement specifically enforced by a court of competent jurisdiction, in addition to any other remedies which Company may have, and Employee hereby consents to the entry of an injunction or other similar relief without the necessity of posting a bond or other financial insurance. Furthermore, Company shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) incurred in enforcing its rights under this NCND Agreement.

OTHER MATTERS

4.1 Entire Agreement. This NCND Agreement constitutes the entire agreement between the parties relating to the specific matters covered by this NCND Agreement and supersedes all prior agreements, whether written or oral. No modifications or waiver of any part of this NCND Agreement shall be binding upon either party unless in writing.

4.2 Waiver. The waiver of a breach of any provision of this NCND Agreement by any party shall not operate or be construed as a waiver of any provision of this NCND Agreement or consent of any subsequent breach.

4.3 Severability. If any term or provision of this NCND Agreement shall be determined invalid or unenforceable to any extent or in any application, then the remainder of this NCND Agreement shall not be affected thereby, and such term or provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable 1aw, except to such extent or in such application, shall not be affected thereby, every term and provision of this NCND Agreement as so modified if necessary, shall be enforced to the fullest extent and in the broadest application permitted by law .

4.4 Governing Law. In order to maintain uniformity in the interpretation of this NCND Agreement the parties have expressly agreed that this NCND Agreement, the parties' performance hereunder and the relationship between them shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles thereof regarding conflicts of laws.

4.5 Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, representatives and permitted assigns.

IN WITNESS WHEREOF, the undersigned have executed this NCND AGREEMENT, intending to be bound under their seals, effective as of the day and year set forth below.

COMPANY: Globus Medical, Inc.	**EMPLOYEE:**
By: /s/ David Demski	By: /s/ Brett Murphy
DATE:	**DATE:**
6/29/05	1 June 2005

EXHIBIT C

NOTICE OF STOCK OPTION GRANT

GLOBUS MEDICAL, INC.
2003 STOCK PLAN

NOTICE OF STOCK OPTION GRANT

You have been granted an option to purchase Common Stock of Globus Medical, Inc. (the "Company"), as follows:

Date of Grant	6/1/05
Vesting Commencement Date	6/1/05
Exercise Price per Share	$1.00
Total Number of Shares Granted	20,000
Total Exercise Price	$20,000.00
Type of Option:	X Incentive Stock Option
	_____Nonstatutory Stock Option
Term/Expiration Date:	10 Years/ 6/1/15
Vesting Schedule:	Subject to accelerated vesting as set forth in the Plan or in the Stock Option Agreement, this Option may be exercised, in whole or in part, in accordance with the following schedule: 1/48 th of the shares subject to the Option shall vest at the end of each month subsequent to the Vesting Commencement Date; provided that such optionee remains an employee of the Company as of each such vesting date. All remaining shares will immediately vest in the event that the Company is acquired.
Termination Period:	Option may be exercised for up to 90 days after termination of employment or consulting relationship except as set out in Sections 7 and 8 of the Stock Option Agreement (but in no event later than the Expiration Date); provided that terminations "For Cause" are governed by the Plan, which provides for immediate termination of the Option upon such termination "For Cause."

By your signature and the signature of the Company's representative below, you and the Company agree that this option is granted under and governed by the terms and conditions of the Globus Medical, Inc. 2003 Stock Plan (the "Plan") and the Stock Option Agreement, all of which are attached and made a part of this document.

Dated: 1 June 2005

OPTIONEE:

/s/ Andrew Brett Murphy

Andrew Brett Murphy
Print Name

GLOBUS MEDICAL, INC.

By: /s/ David Demski

Name: David Demski

Title: CFO

GLOBUS MEDICAL, INC.

STOCK OPTION AGREEMENT

1. Grant of Option. Globus Medical, Inc., a Delaware corporation (the "Company"), hereby grants to the Optionee named in the Notice of Grant (the "Optionee"), an option (the "Option") to purchase a total number of shares of Common Stock (the "Shares") set forth in the Notice of Grant, at the exercise price per share set forth in the Notice of Grant (the "Exercise Price") subject to the terms, definitions and provisions of the Globus Medical, Inc. 2003 Stock Plan (the "Plan") adopted by the Company, which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Option.

If designated an Incentive Stock Option, this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code, or any successor provision.

2. Exercise of Option. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Grant and with the provisions of Section 8 of the Plan as follows:

(a) Right to Exercise.

(i) This Option may not be exercised for a fraction of a share.

(ii) In the event of Optionee's death, disability or other termination of employment, the exercisability of the Option is governed by Sections 6, 7 and 8 below, subject to the limitation contained in subsection 2(a)(iii).

(iii) In no event may this Option be exercised after the date of expiration of the term of this Option as set forth in the Notice of Grant.

(b) Method of Exercise. This Option shall be exercisable by written notice (in the form attached hereto as ***Exhibit A***) which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the Secretary of the Company. The written notice shall be accompanied by payment of the Exercise Price. This Option shall be deemed to be exercised upon receipt by the Company of such written notice accompanied by the Exercise Price.

No Shares will be issued pursuant to the exercise of an Option unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

3. Optionee's Representations. In the event the Shares purchasable pursuant to the exercise of this Option have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), at the time this Option is exercised, Optionee shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company an Investment Representation Statement in the form attached hereto as ***Exhibit B***.

4. Method of Payment. Payment of the Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

a. cash;

b. check; or

c. at the discretion of the Board or Committee, any other method permitted by the Plan.

5. Restrictions on Exercise. This Option may not be exercised until such time as the Plan and the Shares covered by this Option have been approved by the stockholders of the Company, or if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable federal or state securities or other law or regulation, including any rule under Part 207 of Title 12 of the Code of Federal Regulations ("Regulation G") as promulgated by the Federal Reserve Board. As a condition to the exercise of this Option, the Company may require Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

6. Termination of Relationship. In the event of termination of Optionee's employment or consulting relationship with the Company, Optionee may, to the extent otherwise so entitled at employee or date of such termination (the "Termination Date"), exercise this Option during the Termination Period set out in the Notice of Grant. To the extent that Optionee was not entitled to exercise this Option at the date of such termination, or if Optionee does not exercise this Option within the time specified herein, the Option shall terminate.

7. Disability of Optionee. Notwithstanding the provisions of Section 6 above, in the event of termination of Optionee's consulting or employment relationship or as a result of his total and permanent disability (as defined in Section 22(e)(3) of the Code or any successor provision), Optionee may, but only within twelve (12) months from the date of termination of employment or consulting relationship (but in no event later than the date of expiration of the term of this Option as set forth in Section 10 below), exercise this Option to the extent Optionee was entitled to exercise it at the date of such termination. To the extent that Optionee was not entitled to exercise the Option at the date of termination, or if Optionee does not exercise such Option (which Optionee was entitled to exercise) within the time specified herein, the Option shall terminate.

8. Death of Optionee. In the event of the death of Optionee during the term of this Option and, with respect to a Consultant, during such Consultant's continuing consulting relationship with the Company or within 90 days of termination of Consultant's relationship with the Company and, with respect to an employee, during such employee's employment relationship with the Company or within 90 days of termination of such employee's relationship with the Company, the Option may be exercised, at any time within twelve (12) months following the date of termination (but in no event later than the date of expiration of the term of this Option as set forth in Section 10 below), by Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent of the right to exercise that Optionee was entitled to at the date of death.

9. Nontransferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

10. Term of Option. This Option may be exercised only within the term set out in the Notice of Grant and the Plan, and may be exercised during such term only in accordance with the Plan and the terms of this Option. The limitations set out in Section 7 of the Plan regarding Options designated as Incentive Stock Options and Options granted to more than ten percent (10%) stockholders shall apply to this Option.

11. Taxation Upon Exercise of Option. Optionee understands that, upon exercising a Nonstatutory Stock Option, he or she will recognize income for tax purposes in an amount equal to the excess of the then fair market value of the Shares over the exercise price. If the Optionee is an employee, the Company will be required to withhold from Optionee's compensation, or collect from Optionee and pay to the applicable taxing authorities an amount equal to a percentage of this compensation income. Additionally, the Optionee may at some point be required to satisfy tax withholding obligations with respect to the disqualifying disposition of an Incentive Stock Option. The Optionee shall satisfy his or her tax withholding obligation arising upon the exercise of this Option by one or some combination of the following methods: (i) by cash payment, or (ii) out of Optionee's current compensation.

12. Tax Consequences. Set forth below is a brief summary as of the date of this Option of some of the United States federal tax consequences of exercise of this Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THIS SUMMARY DOES NOT PURPORT TO ADDRESS OR SUMMARIZE THE STATE, LOCAL OR FOREIGN TAX CONSEQUENCES OF EXERCISE OF THIS OPTION OR DISPOSITION OF THE SHARES. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of ISO. If this Option qualifies as an ISO, there will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price will be treated as an item of adjustment to the alternative minimum tax for federal tax purposes in the year of exercise and may subject the Optionee to the alternative minimum tax.

(b) Exercise of Nonstatutory Stock Option. If this Option does not qualify as an ISO, there may be a regular federal income tax liability upon the exercise of the Option. The Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price and the Company will qualify for a deduction in the same amount, subject to the requirement that the compensation be reasonable. If Optionee is an employee, the Company will be required to withhold from Optionee's compensation or collect from Optionee and pay to the applicable taxing authorities an amount equal to a percentage of this compensation income at the time of exercise.

(c) Disposition of Shares. In the case of an NSO, if Shares are held for at least one year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes. In the case of an ISO, if Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under an ISO are disposed of within one-year after exercise or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) in an amount equal to the excess of the lesser of (1) the fair market value of the Shares on the date of exercise, or (2) the sale price of the Shares over the Exercise Price paid for those shares. The Company will also be allowed a deduction equal to any such amount recognized, subject to the requirement that the compensation be reasonable.

(d) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Optionee herein is an ISO, and if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee from the early disposition by payment in cash or out of the current earnings paid to the Optionee.

13. Company's SAR Option upon Termination prior to IPO. Notwithstanding anything to the contrary in Section 2 hereof, in the event that the Company receives a notice from Optionee requesting exercise of the option after or in connection with the termination of such optionee's employment with the Company at any time prior to the first registration statement for the sale of its Common Stock to the public under the Securities Act, the Company shall have the irrevocable, exclusive right for a period of ninety (90) days from the date of such notice (the "SAR Option"), to cause the option to be surrendered in exchange for payment of an amount (the "SAR Amount") equal to the difference between the purchase price payable for the Shares hereunder and the fair market value of the shares as of the date of termination of the Optionee's status as an employee. The "fair market value" shall be deemed to be the fair value of the Common Stock as determined by the Board of Directors after taking into consideration all

factors that it deems appropriate, including, without limitation, recent sale and offer prices on the Common Stock in private transactions negotiated at arms' length, but determined without regard to any restriction on the Shares other than a restriction that, by its terms will never lapse. The SAR Amount shall be paid, at the Company's option, (i) by delivery of a check in the amount of the SAR Amount, (ii) by cancellation of any amount of the Optionee's indebtedness to the Company equal to the SAR Amount, or (iii) by a combination of (i) and (ii) so that the combined payment and cancellation of indebtedness equals such SAR Amount.

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE EXERCISE OF THE COMPANY'S SAR OPTION WILL CONSTITUTE A DISQUALIFYING DISPOSITION OF THE OPTION SO THAT THE SAR AMOUNT RECEIVED WILL BE TREATED FOR TAX PURPOSES AS ORDINARY INCOME TO THE OPTIONEE. WITH THIS UNDERSTANDING, OPTIONEE AFFIRMS THE GRANT OF THE SAR OPTION TO THE COMPANY IN CONNECTION WITH OPTIONEE'S RECEIPT OF THE OPTION. OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE OPTION HEREOF IS EARNED ONLY BY CONTINUING CONSULTANCY OR EMPLOYMENT AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS AGREEMENT, NOR IN THE COMPANY'S STOCK OPTION PLAN, WHICH IS INCORPORATED HEREIN BY REFERENCE, SHALL CONFER UPON OPTIONEE ANY RIGHT WITH RESPECT TO CONTINUATION OF EMPLOYMENT OR CONSULTANCY BY THE COMPANY, NOR SHALL IT INTERFERE IN ANY WAY WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S EMPLOYMENT OR CONSULTANCY AT ANY TIME, WITH OR WITHOUT CAUSE.

14. Company's Right of First Refusal. Before any Shares held by Optionee or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or otherwise transfer such Shares; (ii) the name of each proposed Optionee or other transferee ("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"), and the Holder shall offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within thirty (30) days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price ("Purchase Price") for the Shares purchased by the Company or its assignee(s) under this Section shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the noncash consideration shall be determined by the Board of Directors of the Company in good faith.

(d) Payment. Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within 30 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section, then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, provided that such sale or other transfer is consummated within 90 days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Section shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Section notwithstanding, the transfer of any or all of the Shares during the Optionee's lifetime or on the Optionee's death by will or intestacy to the Optionee's immediate family or a trust for the benefit of the Optionee's immediate family shall be exempt from the provisions of this Section. " Immediate Family" as used herein shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Section, and there shall be no further transfer of such Shares except in accordance with the terms of this Section.

(g) Termination of Right of First Refusal. The Right of First Refusal shall terminate as to any Shares 90 days after the first sale of Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act.

15. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Optionee understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by state or federal securities laws:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND RIGHT OF FIRST REFUSAL OPTIONS HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE ISSUER'S STOCK PLAN AND THE STOCK OPTION AGREEMENT RELATING TO THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

(b) Stop-Transfer Notices. Optionee agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any Optionee or other transferee to whom such Shares shall have been so transferred.

16. Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon Optionee and his or her heirs, executors, administrators, successors and assigns.

17. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by Optionee or by the Company forthwith to the Company's Board of Directors or the Committee that administers the Plan, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Board or committee shall be final and binding on the Company and on Optionee.

18. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware excluding that body of law

pertaining to conflicts of law. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

19. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified mail, with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

20. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

21. 2003 Stock Plan. Optionee acknowledges receipt of a copy of the Plan and represents that Optionee is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or Committee upon any questions arising under the Plan or this Option.

* * * * * * * * * *

EXHIBIT A

GLOBUS MEDICAL, INC.

EXERCISE NOTICE

Globus Medical, Inc.

_____

_____

Attention: Secretary

1. Exercise of Option. Effective as of today, the undersigned ("Optionee") hereby elects to exercise Optionee's option to purchase shares of the Common Stock (the "Shares") of Globus Medical, Inc. (the "Company") under and pursuant to the Company's 2003 Stock Plan, as amended (the "Plan") and the Incentive Nonstatutory Stock Option Agreement dated , (the "Option Agreement"). The purchase price for the Shares shall be $ as required by the Option Agreement. Optionee herewith delivers to the Company the full Exercise Price for the Shares.

2. Representations of Optionee. Optionee acknowledges that Optionee has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions. Optionee represents that Optionee is purchasing the Shares for Optionee's own account for investment and not with a view to, or for sale in connection with, a distribution of any of such Shares.

3. Compliance with Securities Laws. Optionee understands and acknowledges that the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and, notwithstanding any other provision of the Option Agreement to the contrary, the exercise of any rights to purchase any Shares is expressly conditioned upon compliance with the Securities Act, all applicable state securities laws and all applicable requirements of any stock exchange or over the counter market on which the Company's Common Stock may be listed or traded at the time of exercise and transfer. Optionee agrees to cooperate with the Company to ensure compliance with such laws.

4. Federal Restrictions on Transfer. Optionee understands that the Shares have not been registered under the Securities Act and therefore cannot be resold and must be held indefinitely unless they are registered under the Securities Act or unless an exemption from such registration is available and that the certificate(s) representing the Shares may bear a legend to that effect. Optionee understands that the Company is under no obligation to register the Shares and that an exemption may not be available or may not permit Optionee to transfer Shares in the amounts or at the times proposed by Optionee. Specifically, Optionee has been advised that Rule 144 promulgated under the Securities Act, which permits certain resales of unregistered securities, is not presently available with respect to the Shares and, in any event requires that the Shares be paid for and then be held for at least one year (and in some cases two years) before they may be resold under Rule 144.

5. Rights as Stockholder. Until the stock certificate evidencing such Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the optioned Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such stock certificate promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 13 of the Plan.

Optionee shall enjoy rights as a stockholder until such time as Optionee disposes of the Shares or the Company and/or its assignee(s) exercises the Right of First Refusal pursuant to the Option Agreement. Upon such exercise, Optionee shall have no further rights as a holder of the Shares so purchased except the right to receive payment for the Shares so purchased in accordance with the provisions of this Agreement, and Optionee shall forthwith cause the certificate(s) evidencing the Shares so purchased to be surrendered to the Company for transfer or cancellation.

6. Tax Consultation. Optionee understands that Optionee may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Shares. Optionee represents that Optionee has consulted with any tax consultants Optionee deems advisable in connection with the purchase or disposition of the Shares and that Optionee is not relying on the Company for any tax advice.

7. Entire Agreement. The Plan and Notice of Grant/Option Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Notice of Grant/Option Agreement and any Investment Representation statement executed and delivered to Company by Optionee shall constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and is governed by Delaware law except for that body of law pertaining to conflict of laws.

Submitted by:	Accepted by:
OPTIONEE:	**Globus Medical, Inc.**
_____	By: _____
	Name: _____
	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____

EXHIBIT B

INVESTMENT REPRESENTATION STATEMENT

OPTIONEE : _____

COMPANY : Globus Medical, Inc.

SECURITY : Common Stock

AMOUNT : _____ Shares

In connection with the purchase of the above-listed Securities, I, the Optionee, represent to the Company the following.

1. Optionee is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the securities. Optionee is purchasing the securities for investment for Optionee's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

2. Optionee understands that the securities have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Optionee's investment intent as expressed herein.

3. Optionee further understands that the securities must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from registration is available. Moreover, Optionee understands that the Company is under no obligation to register the securities. In addition, Optionee understands that the certificate evidencing the securities will be imprinted with a legend that prohibits the transfer of the securities unless they are registered or such registration is not required in the opinion of counsel for the Company.

4. Optionee is familiar with the provisions of Rules 144, 144(k) and 701, promulgated under the Securities Act, that permit limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer thereof (or from an affiliate of such issuer) in a nonpublic offering, subject to the satisfaction of certain conditions.

In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the securities exempt under Rule 701 may be resold by the Optionee 90 days thereafter, subject to the satisfaction of certain of the conditions specified by Rule 144, including: (a) the sale being made through a broker in an unsolicited "broker's

transaction" or in transactions directly with a market maker (as that term is defined under the Exchange Act); and (b) in the case of an affiliate, the availability of certain public information about the Company, and the amount of securities being sold during any three-month period not exceeding the limitations specified in Rule 144(e), if applicable.

If the purchase of the securities does not qualify under Rule 701 at the time of purchase, then the securities may be resold by the Optionee in certain limited circumstances subject to the provisions of Rule 144, which require: (a) the availability of certain public information about the Company; (b) the resale occurring not less than one year after the party has purchased, and made full payment (within the meaning of Rule 144) for, the securities to be sold; and (3) in the case of an affiliate, or of a nonaffiliate who has held the securities less than two years, the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as that term is defined under the Exchange Act) and the amount of securities being sold during any three-month period not exceeding the specified limitations.

If all of the requirements of Rule 144 are not satisfied, Optionee may be able to sell the securities without registration pursuant to the exemption contained in Rule 144(k), provided that the resale occurs not less than two years after the party has purchased, and made full payment (within the meaning of Rule 144) for, the securities.

5. Optionee further understands that at the time Optionee wishes to sell the securities there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not be satisfying the current public information requirements of Rules 144 or 701, and that, in such event, Optionee would be precluded from selling the securities under Rules 144 or 701 even if the one-year minimum holding period had been satisfied; however, Optionee may be able to sell the securities pursuant to the exemptions contained in Rule 144(k) if the two-year holding period has been satisfied.

6. Optionee further understands that in the event all of the applicable requirements of Rules 144, 144(k) or 701 are not satisfied, registration under the Securities Act or some registration exemption will be required; and that, notwithstanding the fact that Rules 144, 144(k) and 701 are not exclusive, the Staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144, 144(k) or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their brokers who participate in such transactions do so at their own risk.

Date

Signature of Optionee:

Exhibit 10.14

AMENDMENT TO VICE PRESIDENT EMPLOYMENT AGREEMENT

This is an Amendment ("Amendment") to the Vice President Employment Agreement ("Agreement") dated and effective June 1, 2005, between **Globus Medical, Inc.,** ("Company"), and **Brett Murphy**, a resident of Pennsylvania (the "Vice President"), collectively referred to hereinafter as the "Parties". A copy of the Agreement is attached hereto as **Exhibit A**, and is incorporated herein by reference.

This Amendment is made and entered into by the Parties and effective the **1st day of November, 2006** ("Effective Date").

RECITALS

A. WHEREAS, the Agreement sets forth certain aspects of Vice President's at-will employment relationship with Company.

B. WHEREAS, the Parties have agreed to amend certain aspects of Vice President's employment relationship set forth in the Agreement, including the compensation arrangement and scope of duties, and therefore mutually agree and desire to revise the Agreement to reflect these changes.

C. WHEREAS, in exchange for an in consideration of Vice President's new territory and compensation arrangement set forth in this Amendment, including a new stock option grant, Vice President agrees to forfeit the following stock option grants as more fully identified in the Agreement, and agrees the Company is not obligated to give Vice President: (1) 5,000 shares of common stock each on December 31, 2006 and December 31, 2007; and (2) 40,000 shares of common stock originally granted June 1, 2005. Vice President forever waives any right to these stock option grants, and acknowledges Company has no obligation to issue the same.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, and other good and valuable consideration, including the continued employment of Vice President by the Company and the additional compensation received by Vice President from the Company from time to time, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Paragraph 1 is revised to read, in its entirety, as follows:

1. EMPLOYMENT. The Company hereby employs Vice President, and Vice President hereby accepts employment. Vice President shall serve as the Vice President of United States Sales – West, upon the terms and conditions hereinafter set forth, and in the territories as assigned by Company.

Exhibit A (Territory) is deleted.

Paragraph 4 (a), (b), (c) and (d) are revised to read, in their entirety, as follows:

4. COMPENSATION. During the term of this Agreement, Vice President's compensation shall be determined and paid as follows:

   a. BASE SALARY. Vice President shall receive a base salary of $150,000.00 per year to be paid in accordance with Company's regular pay schedule, less federal, state and local payroll taxes and other withholdings legally required or properly requested by Vice President, in accordance with the Company's regular payroll practices and procedures.

      i. Auto Allowance. Vice President shall receive a monthly auto allowance of $700.00.

   b. QUARTERLY QUOTA BONUS. Vice President will be eligible to receive a bonus of $17,500 per calendar quarter payable contingent upon Vice President's achievement of certain sales quotas as defined by and subject to change at the discretion of the Company.

   c. MONTHLY GROWTH BONUS. Vice President will be eligible to receive a monthly bonus based on the percentage of growth in his assigned territories, subject to change at the discretion of Globus, to be paid as follows: (i) for the first year of this Amendment, 0.75% of growth in sales over the immediately prior year in assigned territories; and (ii) for the second year and any subsequent years of this Amendment, a minimum of 0.5% of growth in sales over the immediately prior year in assigned territories.

   d. STOCK OPTIONS. Company shall grant to Vice President an option to purchase 350,000 shares of the Company's Class A common stock, according to the Notice of Stock Option Grant attached as Exhibit 1 to this Amendment.

This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to Vice President Employment Agreement effective as of the day and year first above written.

GLOBUS MEDICAL, INC.

By: /s/ Dave Demski
Name: Dave Demski
Title: CFO

VICE PRESIDENT

/s/ Brett Murphy
BRETT MURPHY

EXHIBIT 1

GLOBUS MEDICAL, INC.
2003 STOCK PLAN

NOTICE OF STOCK OPTION GRANT

Brett Murphy

You have been granted an option to purchase Class A Common Stock of Globus Medical, Inc. (the "Company"), as follows:

Date of Grant	11/1/06
Vesting Commencement Date	11/1/06
Exercise Price per Share	$0.90
Total Number of Shares Granted	350,000
Total Exercise Price	$315,000.00
Type of Option:	X Incentive Stock Option _____ Nonstatutory Stock Option
Term/Expiration Date:	10 Years/ 11/6/16
Vesting Schedule:	Subject to accelerated vesting as set forth in the Plan or in the Stock Option Agreement, this Option may be exercised, in whole or in part, in accordance with the following schedule: 82,638 shares subject to the Option shall vest immediately as of the Date of Grant; thereafter, 1/55th of the remaining 267,362 shares subject to the Option shall vest at the end of each month subsequent to the Vesting Commencement Date, provided that such optionee remains an employee of the Company as of each such vesting date.
Termination Period:	Option may be exercised for up to 90 days after termination of employment or consulting relationship except as set out in Sections 7 and 8 of the Stock Option Agreement (but in no event later than the Expiration Date); provided that terminations "For Cause" are governed by the Plan, which provides for immediate termination of the Option upon such termination "For Cause."

By your signature and the signature of the Company's representative below, you and the Company agree that this option is granted under and governed by the terms and conditions of the Globus Medical, Inc. 2003 Stock Plan (the "Plan") and the Stock Option Agreement, all of which are attached and made a part of this document.

Dated:

OPTIONEE:

/s/ Brett Murphy

Brett Murphy
Print Name

GLOBUS MEDICAL, INC.

By: /s/ David Demski

Name: David Demski

Title: CFO

GLOBUS MEDICAL, INC.

STOCK OPTION AGREEMENT

1. Grant of Option. Globus Medical, Inc., a Delaware corporation (the "Company"), hereby grants to the Optionee named in the Notice of Grant (the "Optionee"), an option (the "Option") to purchase a total number of shares of Class B Common Stock (the "Shares") set forth in the Notice of Grant, at the exercise price per share set forth in the Notice of Grant (the "Exercise Price") subject to the terms, definitions and provisions of the Globus Medical, Inc. 2003 Stock Plan (the "Plan") adopted by the Company, which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Option.

If designated an Incentive Stock Option, this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code, or any successor provision.

2. Exercise of Option. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Grant and with the provisions of Section 8 of the Plan as follows:

(a) Right to Exercise.

(i) This Option may not be exercised for a fraction of a share.

(ii) In the event of Optionee's death, disability or other termination of employment, the exercisability of the Option is governed by Sections 6, 7 and 8 below, subject to the limitation contained in subsection 2(a)(iii).

(iii) In no event may this Option be exercised after the date of expiration of the term of this Option as set forth in the Notice of Grant.

(b) Method of Exercise. This Option shall be exercisable by written notice (in the form attached hereto as ***Exhibit A***) which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such shares of Class B Common Stock as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the Secretary of the Company. The written notice shall be accompanied by payment of the Exercise Price. This Option shall be deemed to be exercised upon receipt by the Company of such written notice accompanied by the Exercise Price.

No Shares will be issued pursuant to the exercise of an Option unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

3. Optionee's Representations. In the event the Shares purchasable pursuant to the exercise of this Option have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), at the time this Option is exercised, Optionee shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company an Investment Representation Statement in the form attached hereto as ***Exhibit B***.

4. Method of Payment. Payment of the Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

a. cash;

b. check; or

c. at the discretion of the Board or Committee, any other method permitted by the Plan.

5. Restrictions on Exercise. This Option may not be exercised until such time as the Plan and the Shares covered by this Option have been approved by the stockholders of the Company, or if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable federal or state securities or other law or regulation, including any rule under Part 207 of Title 12 of the Code of Federal Regulations ("Regulation G") as promulgated by the Federal Reserve Board. As a condition to the exercise of this Option, the Company may require Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

6. Termination of Relationship. In the event of termination of Optionee's employment or consulting relationship with the Company, Optionee may, to the extent otherwise so entitled at employee or date of such termination (the "Termination Date"), exercise this Option during the Termination Period set out in the Notice of Grant. To the extent that Optionee was not entitled to exercise this Option at the date of such termination, or if Optionee does not exercise this Option within the time specified herein, the Option shall terminate.

7. Disability of Optionee. Notwithstanding the provisions of Section 6 above, in the event of termination of Optionee's consulting or employment relationship or as a result of his total and permanent disability (as defined in Section 22(e)(3) of the Code or any successor provision), Optionee may, but only within twelve (12) months from the date of termination of employment or consulting relationship (but in no event later than the date of expiration of the term of this Option as set forth in Section 10 below), exercise this Option to the extent Optionee was entitled to exercise it at the date of such termination. To the extent that Optionee was not entitled to exercise the Option at the date of termination, or if Optionee does not exercise such Option (which Optionee was entitled to exercise) within the time specified herein, the Option shall terminate.

8. Death of Optionee. In the event of the death of Optionee during the term of this Option and, with respect to a Consultant, during such Consultant's continuing consulting relationship with the Company or within 90 days of termination of Consultant's relationship with the Company and, with respect to an employee, during such employee's employment relationship with the Company or within 90 days of termination of such employee's relationship with the Company, the Option may be exercised, at any time within twelve (12) months following the date of termination (but in no event later than the date of expiration of the term of this Option as set forth in Section 10 below), by Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent of the right to exercise that Optionee was entitled to at the date of death.

9. Nontransferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

10. Term of Option. This Option may be exercised only within the term set out in the Notice of Grant and the Plan, and may be exercised during such term only in accordance with the Plan and the terms of this Option. The limitations set out in Section 7 of the Plan regarding Options designated as Incentive Stock Options and Options granted to more than ten percent (10%) stockholders shall apply to this Option.

11. Taxation Upon Exercise of Option. Optionee understands that, upon exercising a Nonstatutory Stock Option, he or she will recognize income for tax purposes in an amount equal to the excess of the then fair market value of the Shares over the exercise price. If the Optionee is an employee, the Company will be required to withhold from Optionee's compensation, or collect from Optionee and pay to the applicable taxing authorities an amount equal to a percentage of this compensation income. Additionally, the Optionee may at some point be required to satisfy tax withholding obligations with respect to the disqualifying disposition of an Incentive Stock Option. The Optionee shall satisfy his or her tax withholding obligation arising upon the exercise of this Option by one or some combination of the following methods: (i) by cash payment, or (ii) out of Optionee's current compensation.

12. Tax Consequences. Set forth below is a brief summary as of the date of this Option of some of the United States federal tax consequences of exercise of this Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THIS SUMMARY DOES NOT PURPORT TO ADDRESS OR SUMMARIZE THE STATE, LOCAL OR FOREIGN TAX CONSEQUENCES OF EXERCISE OF THIS OPTION OR DISPOSITION OF THE SHARES. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of ISO. If this Option qualifies as an ISO, there will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price will be treated as an item of adjustment to the alternative minimum tax for federal tax purposes in the year of exercise and may subject the Optionee to the alternative minimum tax.

(b) Exercise of Nonstatutory Stock Option. If this Option does not qualify as an ISO, there may be a regular federal income tax liability upon the exercise of the Option. The Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the fair market value of the Shares on the date of exercise over the Exercise Price and the Company will qualify for a deduction in the same amount, subject to the requirement that the compensation be reasonable. If Optionee is an employee, the Company will be required to withhold from Optionee's compensation or collect from Optionee and pay to the applicable taxing authorities an amount equal to a percentage of this compensation income at the time of exercise.

(c) Disposition of Shares. In the case of an NSO, if Shares are held for at least one year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes. In the case of an ISO, if Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under an ISO are disposed of within one-year after exercise or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) in an amount equal to the excess of the lesser of (1) the fair market value of the Shares on the date of exercise, or (2) the sale price of the Shares over the Exercise Price paid for those shares. The Company will also be allowed a deduction equal to any such amount recognized, subject to the requirement that the compensation be reasonable.

(d) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Optionee herein is an ISO, and if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee from the early disposition by payment in cash or out of the current earnings paid to the Optionee.

13. Company's SAR Option upon Termination prior to IPO. Notwithstanding anything to the contrary in Section 2 hereof, in the event that the Company receives a notice from Optionee requesting exercise of the option after or in connection with the termination of such optionee's employment with the Company at any time prior to the first registration statement for the sale of its Class B Common Stock to the public under the Securities Act, the Company shall have the irrevocable, exclusive right for a period of ninety (90) days from the date of such notice (the "SAR Option"), to cause the option to be surrendered in exchange for payment of an amount (the "SAR Amount") equal to the difference between the purchase price payable for the Shares hereunder and the fair market value of the shares as of the date of termination of the Optionee's status as an employee. The "fair market value" shall be deemed to be the fair value of the Class B Common Stock as determined by the Board of Directors after

taking into consideration all factors that it deems appropriate, including, without limitation, recent sale and offer prices on the Class B Common Stock in private transactions negotiated at arms' length, but determined without regard to any restriction on the Shares other than a restriction that, by its terms will never lapse. The SAR Amount shall be paid, at the Company's option, (i) by delivery of a check in the amount of the SAR Amount, (ii) by cancellation of any amount of the Optionee's indebtedness to the Company equal to the SAR Amount, or (iii) by a combination of (i) and (ii) so that the combined payment and cancellation of indebtedness equals such SAR Amount.

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE EXERCISE OF THE COMPANY'S SAR OPTION WILL CONSTITUTE A DISQUALIFYING DISPOSITION OF THE OPTION SO THAT THE SAR AMOUNT RECEIVED WILL BE TREATED FOR TAX PURPOSES AS ORDINARY INCOME TO THE OPTIONEE. WITH THIS UNDERSTANDING, OPTIONEE AFFIRMS THE GRANT OF THE SAR OPTION TO THE COMPANY IN CONNECTION WITH OPTIONEE'S RECEIPT OF THE OPTION. OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE OPTION HEREOF IS EARNED ONLY BY CONTINUING CONSULTANCY OR EMPLOYMENT AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS AGREEMENT, NOR IN THE COMPANY'S STOCK OPTION PLAN, WHICH IS INCORPORATED HEREIN BY REFERENCE, SHALL CONFER UPON OPTIONEE ANY RIGHT WITH RESPECT TO CONTINUATION OF EMPLOYMENT OR CONSULTANCY BY THE COMPANY, NOR SHALL IT INTERFERE IN ANY WAY WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S EMPLOYMENT OR CONSULTANCY AT ANY TIME, WITH OR WITHOUT CAUSE.

14. Company's Right of First Refusal. Before any Shares held by Optionee or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or otherwise transfer such Shares; (ii) the name of each proposed Optionee or other transferee ("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"), and the Holder shall offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within thirty (30) days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price ("Purchase Price") for the Shares purchased by the Company or its assignee(s) under this Section shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the noncash consideration shall be determined by the Board of Directors of the Company in good faith.

(d) Payment. Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within 30 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section, then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, provided that such sale or other transfer is consummated within 90 days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Section shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Section notwithstanding, the transfer of any or all of the Shares during the Optionee's lifetime or on the Optionee's death by will or intestacy to the Optionee's immediate family or a trust for the benefit of the Optionee's immediate family shall be exempt from the provisions of this Section. " Immediate Family" as used herein shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Section, and there shall be no further transfer of such Shares except in accordance with the terms of this Section.

(g) Termination of Right of First Refusal. The Right of First Refusal shall terminate as to any Shares 90 days after the first sale of Class B Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act.

15. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Optionee understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by state or federal securities laws:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND RIGHT OF FIRST REFUSAL OPTIONS HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE ISSUER'S STOCK PLAN AND THE STOCK OPTION AGREEMENT RELATING TO THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

(b) Stop-Transfer Notices. Optionee agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any Optionee or other transferee to whom such Shares shall have been so transferred.

16. Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon Optionee and his or her heirs, executors, administrators, successors and assigns.

17. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by Optionee or by the Company forthwith to the Company's Board of Directors or the Committee that administers the Plan, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Board or committee shall be final and binding on the Company and on Optionee.

18. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware excluding that body of law pertaining to conflicts of law. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

19. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified mail, with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

20. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

21. 2003 Stock Plan. Optionee acknowledges receipt of a copy of the Plan and represents that Optionee is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or Committee upon any questions arising under the Plan or this Option.

* * * * * * * * * *

EXHIBIT A

GLOBUS MEDICAL, INC.

EXERCISE NOTICE

Globus Medical, Inc.

_____

_____

Attention: Secretary

1. Exercise of Option. Effective as of today, the undersigned ("Optionee") hereby elects to exercise Optionee's option to purchase shares of the Class B Common Stock (the "Shares") of Globus Medical, Inc. (the "Company") under and pursuant to the Company's 2003 Stock Plan, as amended (the "Plan") and the Incentive Nonstatutory Stock Option Agreement dated , (the "Option Agreement"). The purchase price for the Shares shall be $ as required by the Option Agreement. Optionee herewith delivers to the Company the full Exercise Price for the Shares.

2. Representations of Optionee. Optionee acknowledges that Optionee has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions. Optionee represents that Optionee is purchasing the Shares for Optionee's own account for investment and not with a view to, or for sale in connection with, a distribution of any of such Shares.

3. Compliance with Securities Laws. Optionee understands and acknowledges that the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and, notwithstanding any other provision of the Option Agreement to the contrary, the exercise of any rights to purchase any Shares is expressly conditioned upon compliance with the Securities Act, all applicable state securities laws and all applicable requirements of any stock exchange or over the counter market on which the Company's Class B Common Stock may be listed or traded at the time of exercise and transfer. Optionee agrees to cooperate with the Company to ensure compliance with such laws.

4. Federal Restrictions on Transfer. Optionee understands that the Shares have not been registered under the Securities Act and therefore cannot be resold and must be held indefinitely unless they are registered under the Securities Act or unless an exemption from such registration is available and that the certificate(s) representing the Shares may bear a legend to that effect. Optionee understands that the Company is under no obligation to register the Shares and that an exemption may not be available or may not permit Optionee to transfer Shares in the amounts or at the times proposed by Optionee. Specifically, Optionee has been advised that Rule 144 promulgated under the Securities Act, which permits certain resales of unregistered securities, is not presently available with respect to the Shares and, in any event requires that the Shares be paid for and then be held for at least one year (and in some cases two years) before they may be resold under Rule 144.

5. Rights as Stockholder. Until the stock certificate evidencing such Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the optioned Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such stock certificate promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 13 of the Plan.

Optionee shall enjoy rights as a stockholder until such time as Optionee disposes of the Shares or the Company and/or its assignee(s) exercises the Right of First Refusal pursuant to the Option Agreement. Upon such exercise, Optionee shall have no further rights as a holder of the Shares so purchased except the right to receive payment for the Shares so purchased in accordance with the provisions of this Agreement, and Optionee shall forthwith cause the certificate(s) evidencing the Shares so purchased to be surrendered to the Company for transfer or cancellation.

6. Tax Consultation. Optionee understands that Optionee may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Shares. Optionee represents that Optionee has consulted with any tax consultants Optionee deems advisable in connection with the purchase or disposition of the Shares and that Optionee is not relying on the Company for any tax advice.

7. Entire Agreement. The Plan and Notice of Grant/Option Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Notice of Grant/Option Agreement and any Investment Representation statement executed and delivered to Company by Optionee shall constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and is governed by Delaware law except for that body of law pertaining to conflict of laws.

Submitted by:	Accepted by:
OPTIONEE:	**Globus Medical, Inc.**
_____	By: _____
	Name: _____
	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____

EXHIBIT B

INVESTMENT REPRESENTATION STATEMENT

OPTIONEE : _____

COMPANY : Globus Medical, Inc.

SECURITY : Class B Common Stock

AMOUNT : _____Shares

In connection with the purchase of the above-listed Securities, I, the Optionee, represent to the Company the following.

1. Optionee is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the securities. Optionee is purchasing the securities for investment for Optionee's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

2. Optionee understands that the securities have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Optionee's investment intent as expressed herein.

3. Optionee further understands that the securities must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from registration is available. Moreover, Optionee understands that the Company is under no obligation to register the securities. In addition, Optionee understands that the certificate evidencing the securities will be imprinted with a legend that prohibits the transfer of the securities unless they are registered or such registration is not required in the opinion of counsel for the Company.

4. Optionee is familiar with the provisions of Rules 144, 144(k) and 701, promulgated under the Securities Act, that permit limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer thereof (or from an affiliate of such issuer) in a nonpublic offering, subject to the satisfaction of certain conditions.

In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the securities exempt under Rule 701 may be resold by the Optionee 90 days thereafter, subject to the satisfaction of certain of the conditions specified by Rule 144, including: (a) the sale being made through a broker in an unsolicited "broker's

transaction" or in transactions directly with a market maker (as that term is defined under the Exchange Act); and (b) in the case of an affiliate, the availability of certain public information about the Company, and the amount of securities being sold during any three-month period not exceeding the limitations specified in Rule 144(e), if applicable.

If the purchase of the securities does not qualify under Rule 701 at the time of purchase, then the securities may be resold by the Optionee in certain limited circumstances subject to the provisions of Rule 144, which require: (a) the availability of certain public information about the Company; (b) the resale occurring not less than one year after the party has purchased, and made full payment (within the meaning of Rule 144) for, the securities to be sold; and (3) in the case of an affiliate, or of a nonaffiliate who has held the securities less than two years, the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as that term is defined under the Exchange Act) and the amount of securities being sold during any three-month period not exceeding the specified limitations.

If all of the requirements of Rule 144 are not satisfied, Optionee may be able to sell the securities without registration pursuant to the exemption contained in Rule 144(k), provided that the resale occurs not less than two years after the party has purchased, and made full payment (within the meaning of Rule 144) for, the securities.

5. Optionee further understands that at the time Optionee wishes to sell the securities there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not be satisfying the current public information requirements of Rules 144 or 701, and that, in such event, Optionee would be precluded from selling the securities under Rules 144 or 701 even if the one-year minimum holding period had been satisfied; however, Optionee may be able to sell the securities pursuant to the exemptions contained in Rule 144(k) if the two-year holding period has been satisfied.

6. Optionee further understands that in the event all of the applicable requirements of Rules 144, 144(k) or 701 are not satisfied, registration under the Securities Act or some registration exemption will be required; and that, notwithstanding the fact that Rules 144, 144(k) and 701 are not exclusive, the Staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144, 144(k) or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their brokers who participate in such transactions do so at their own risk.

Date

Signature of Optionee:

SECOND AMENDMENT TO VICE PRESIDENT EMPLOYMENT AGREEMENT

This is a second amendment ("Second Amendment") to the Vice President Employment Agreement ("Agreement") dated and effective June 1, 2005, as amended effective November 1, 2006, between **Globus Medical, Inc.,** ("Company"), and **Brett Murphy**, a resident of Pennsylvania (the "Vice President"), collectively referred to hereinafter as the "Parties". A copy of the Agreement, as amended, is attached hereto as **Exhibit A**, and is incorporated herein by reference.

This Second Amendment is made and entered into by the Parties and effective the **8th day of February, 2011** ("Effective Date").

RECITALS

A. WHEREAS, the Agreement sets forth certain aspects of Vice President's at-will employment relationship with Company.

B. WHEREAS, the Parties have agreed to amend certain aspects of Vice President's employment relationship set forth in the Agreement, including the compensation arrangement and scope of duties, and therefore mutually agree and desire to revise the Agreement to reflect these changes.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, and other good and valuable consideration, including the continued employment of Vice President by the Company and the additional compensation, bonus and stock options received by Vice President from the Company, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

A. **Paragraph 1** is revised to read, in its entirety, as follows:

1. EMPLOYMENT. The Company hereby employs Vice President, and Vice President hereby accepts employment. Vice President shall serve as the Executive Vice President of United States Sales.

B. **Paragraph 4 (a)** is revised to read, in its entirety, as follows:

a. BASE SALARY. Vice President shall receive a base salary of $275,000.00 per year ("Base Salary") to be paid in accordance with Company's regular pay schedule, less federal, state and local payroll taxes and other withholdings legally required or properly requested by Vice President, in accordance with the Company's regular payroll practices and procedures.

i. Auto Allowance. Vice President shall receive a monthly auto allowance of $700.00.

C. **Paragraph 4(b)** is revised to read, in its entirety, as follows:

b. SIGNING BONUS. Upon signing of this Second Amendment, Company shall pay Vice President a bonus in the amount of $227,248.00, less federal, state and local payroll taxes and other withholdings legally required or properly requested by Vice President, in accordance with the Company's regular payroll practices and procedures. Vice President authorizes Company to apply the full net amount of this signing bonus to payment of the outstanding balance of the promissory note between the Parties dated November 1, 2006.

D. **Paragraph 4(c)** is revised to read, in its entirety, as follows:

c. ANNUAL BONUS. Subject to its financial ability, Company will establish an incentive bonus plan ("Bonus Plan") in which Vice President shall be eligible to participate. Under the terms of the Bonus Plan, it is expected that Vice President will be able to earn $275,000 per year calendar year based on individual and Company performance, payable according to the Company's standard bonus payment schedule and terms, and contingent upon Vice President's achievement of certain sales quotas as defined by and subject to change at the discretion of the Company.

E. **Paragraph 4(e)** is added as follows:

e. STOCK OPTIONS. Company shall grant to Vice President an option to purchase 50,000 shares of the Company's common stock, vesting over a period of four years, with an exercise price equal to the fair market value at the time of grant, and conditioned on approval by the Company's Board of Directors and execution of the Globus Stock Option Agreement and related documents.

F. **Paragraph 6** is revised to add the following subparagraphs (a), (b) and (c):

a. Termination Without Severance Benefits. If this Agreement and Vice President's employment hereunder is terminated: (i) by Vice President for any reason other than Good Reason; (ii) pursuant to Subsection 5(d) (other termination by Company); (iii) pursuant to Subsection 5(a) (voluntary resignation); (iv) pursuant to Subsection 5(c) (for "Cause"); or (v) for any other reason other than those entitling Vice President to severance benefits below, then no other payment or severance benefit will be payable to Vice President by the Company.

b. Termination with Severance Benefits. If Vice President's employment is terminated pursuant to Subsection 5(b) (by the Company without "Cause") or 5(e)

(by Vice President for "Good Reason"), then Vice President shall be entitled to receive a continuation of Base Salary for a period of six (6) months from the date of termination. For the six (6) month period following termination, Vice President shall report to the Company concerning any other employment activities during such period within five (5) business days of commencing such activities and shall permit the Company to inspect records concerning his compensation therefor at the Company's request. Notwithstanding the foregoing, however, no amount shall be payable to Vice President under this Section 6 unless and until Vice President executes and delivers to the Company, in a form acceptable to the Company and its counsel, a general release of claims against the Company.

c. Withholding From and Offset of Severance Benefits. The obligation of the Company to make any payment pursuant to this Section 6 of the Agreement shall be subject to the following:

(i) Taxes. The Company shall withhold all applicable federal, state and local taxes as required by relevant law and regulation then in effect including, without limitation, FICA and other taxes.

(ii) Debts and Liabilities of Vice President. The Company may withhold from or offset against its payment to the Vice President any liabilities or debts of the Vice President to the Company, and may defer this payment during the pendency of resolution of any claims of the Company against the Vice President of any nature.

(iii) Post-Termination Employment Compensation. If, within six (6) months following the date of termination of employment from the Company, Vice President secures employment with another individual or entity ("Subsequent Employer"), the Company may offset against its payments to the Vice President the amount of any and all such compensation Vice President receives from the Subsequent Employer during this six (6) month period.

This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by fax or PDF shall be effective as delivery of a manually executed counterpart of this Amendment.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this **Second Amendment to Vice President Employment Agreement** effective as of the day and year first above written.

GLOBUS MEDICAL, INC.

By: /s/ David Demski
Name: David Demski
Title: President & Chief Operating Officer

VICE PRESIDENT

/s/ Brett Murphy
BRETT MURPHY

Exhibit 10.16

CREDIT AGREEMENT

THIS CREDIT AGREEMENT (this "Agreement") is entered into as of May 3, 2011, by and between GLOBUS MEDICAL, INC., a Delaware Corporation ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

Borrower has requested that Bank extend or continue credit to Borrower as described below, and Bank has agreed to provide such credit to Borrower on the terms and conditions contained herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Borrower hereby agree as follows:

ARTICLE I
CREDIT TERMS

SECTION 1.1. LINE OF CREDIT.

(a) Line of Credit. Subject to the terms and conditions of this Agreement, Bank hereby agrees to make advances to Borrower from time to time up to and including May 31, 2012, not to exceed at any time the aggregate principal amount of Fifty Million and No/100 Dollars ($50,000,000.00) ("Line of Credit"), the proceeds of which shall be used to finance Borrower's working capital requirements and issuance of standby letters of credit. Borrower's obligation to repay advances under the Line of Credit shall be evidenced by a promissory note dated as of May 3, 2011 ("Line of Credit Note"), all terms of which are incorporated herein by this reference.

(b) Letter of Credit Subfeature. As a subfeature under the Line of Credit, Bank agrees from time to time during the term thereof to issue or cause an affiliate to issue standby letters of credit for the account of Borrower (each, a "Letter of Credit" and collectively, "Letters of Credit"); provided however, that the aggregate undrawn amount of all outstanding Letters of Credit shall not at any time exceed Twenty-Five Million and No/100 Dollars ($25,000,000.00). The form and substance of each Letter of Credit shall be subject to approval by Bank, in its sole discretion. Each Letter of Credit shall be issued for a term not to exceed one hundred eighty (180-) days, as designated by Borrower; provided however, that no Letter of Credit shall be issued with, nor shall Bank be required to renew or (if applicable) allow automatic renewal of any Letter of Credit so that it will have, an expiration date that is subsequent to the maturity date of the Line of Credit (with any such Letter of Credit with an expiration date subsequent to the maturity of the Line of Credit to be referred to as an "Extended Date Letter of Credit") unless Borrower at the time of and as an additional condition to the issuance of an Extended Date Letter of Credit, provides Bank with cash collateral (which may be in addition to or, if agreed by Bank, may be a replacement for, such other collateral that may have been granted by Borrower to Bank, pursuant to this Agreement or otherwise), consisting of a deposit account maintained by Borrower with Bank in an amount that is not less than one hundred five percent (105%) of the undrawn amount of such Extended Date Letter of Credit, as evidenced by and subject to the

security agreements and other documents as Bank shall reasonably require, all in form and substance satisfactory to Bank; and provided further, that in no event shall any Extended Date Letter of Credit have a then current expiration date more than one year beyond the maturity date of the Line of Credit. The undrawn amount of all Letters of Credit shall be reserved under

SECTION 1.2. EXTENSION REQUEST. The maturity date Line of Credit is May 31, 2012. At any time within 60 days of May 1, 2012, so long no Event of Default exists, the Borrower will have the right to request in writing that the Bank agree to extend the maturity date of the Line of Credit by an additional one year period, which agreement may be given by the Bank in its sole and absolute discretion. Bank agrees that it will advise the Borrower in writing within 15 days of receiving an extension request whether or not Bank agrees to so extend the maturity date for an additional one year period. Borrower understands that Bank's decision whether to extend the Line of Credit is in Bank's sole and absolute discretion, and subject to credit review and such other assurances, certificates, documents, consents or opinions as Bank may reasonably require.

SECTION 1.3. INCREASE. Borrower may request in writing, at any time prior to the maturity date so long as no Event of Default exists, a one time increase of the commitment amount in an amount not to exceed $25,000,000, which Bank will consider in its sole and absolute discretion. Bank agrees it will advise the Borrower in writing within 15 days of receiving an increase request whether or not Bank agrees to increase the commitment by the requested amount, and the effective date of the increase. Borrower understands that Bank's decision whether to increase the commitment by the requested amount or any part thereof is in Bank's sole and absolute discretion, and subject to credit review and such other assurances, certificates, documents, consents or opinions as Bank may reasonably require.

SECTION 1.4. TERMINATION. Prior to the maturity date of the Line of Credit, Borrower may terminate this Agreement by sending ten days written notice of such termination to Bank, and paying in full all obligations outstanding hereunder, without premium or penalty.

SECTION 1.5. INTEREST/FEES.

(a) Interest. The outstanding principal balance of each credit subject hereto shall bear interest at the rate of interest set forth in each promissory note or other instrument or document executed in connection therewith.

(b) Computation and Payment. Interest shall be computed on the basis of a 360-day year, actual days elapsed. Interest shall be payable at the times and place set forth in each promissory note or other instrument or document required hereby.

(c) Unused Commitment Fee. Borrower shall pay to Bank a fee equal to one tenth of one percent (0.10%) per annum (computed on the basis of a 360-day year, actual days elapsed) on the average daily unused amount of the line of credit, which fee shall be calculated on a quarterly basis by Bank and shall be due and payable by Borrower in arrears commencing on the first day of each quarter, commencing on July 1, 2011.

(d) Letter of Credit Fees. Borrower shall pay to Bank (i) fees upon the issuance of each Letter of Credit equal to three quarters of one percent (.75%) per annum (computed on the basis of a 360-day year, actual days elapsed) of the face amount thereof, and (ii) fees upon the payment or negotiation of each drawing under any Letter of Credit and fees upon the occurrence of any other activity with respect to any Letter of Credit (including without limitation, the transfer, amendment or cancellation of any Letter of Credit) determined in accordance with Bank's standard fees and charges then in effect for such activity.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Borrower makes the following representations and warranties to Bank, which representations and warranties shall survive the execution of this Agreement and shall continue in full force and effect until the full and final payment, and satisfaction and discharge, of all obligations of Borrower to Bank subject to this Agreement.

SECTION 2.1. LEGAL STATUS. Borrower is a corporation, duly organized and existing and in good standing under the laws of Delaware, and is qualified or licensed to do business (and is in good standing as a foreign corporation, if applicable) in all jurisdictions in which such qualification or licensing is required or in which the failure to so qualify or to be so licensed could reasonably be expected to have a material adverse effect on Borrower.

SECTION 2.2. AUTHORIZATION AND VALIDITY. This Agreement and each promissory note, contract, instrument and other document required hereby or at any time hereafter delivered to Bank in connection herewith (collectively, the "Loan Documents") have been duly authorized, and upon their execution and delivery in accordance with the provisions hereof will constitute legal, valid and binding agreements and obligations of Borrower, enforceable in accordance with their respective terms except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other laws affecting or relating to creditor's rights generally, and (ii) the availability of injunctive relief and other equitable measures.

SECTION 2.3. NO VIOLATION. The execution, delivery and performance by Borrower of each of the Loan Documents do not violate any provision of any law or regulation, or contravene any provision of the Articles of Incorporation or By-Laws of Borrower, or result in any breach of or default under any contract, obligation, indenture or other instrument to which Borrower is a party or by which Borrower may be bound.

SECTION 2.4. LITIGATION. There are no pending, or to the best of Borrower's knowledge threatened in writing, actions, claims, investigations, suits or proceedings by or before any governmental authority, arbitrator, court or administrative agency which could have a material adverse effect on the financial condition or operation of Borrower other than those disclosed by Borrower to Bank in writing prior to the date hereof.

SECTION 2.5. CORRECTNESS OF FINANCIAL STATEMENT. The annual financial statement of Borrower dated December 31, 2010, and all interim financial statements delivered to Bank since said date, true copies of which have been delivered by Borrower to Bank

prior to the date hereof, (a) are complete and correct and present fairly in all material respects the financial condition of Borrower as of the date thereof, (b) disclose all liabilities of Borrower as of the date thereof that are required to be reflected or reserved against under generally accepted accounting principles, whether liquidated or unliquidated, fixed or contingent, and (c) have been prepared in accordance with generally accepted accounting principles consistently applied except that unaudited financial statements may lack footnotes and other presentation items and are subject to year-end audit adjustments. Since the dates of such financial statements there has been no material adverse change in the financial condition of Borrower, nor has Borrower mortgaged, pledged, granted a security interest in or otherwise encumbered any of its assets or properties except (i) in favor of Bank, (ii) pursuant to a Permitted Lien (as defined below) or (iii) as otherwise permitted by Bank in writing.

SECTION 2.6. INCOME TAX RETURNS. Borrower has no knowledge of any pending assessments or adjustments of its income tax payable with respect to any year.

SECTION 2.7. NO SUBORDINATION. There is no agreement, indenture, contract or instrument to which Borrower is a party or by which Borrower may be bound that requires the subordination in right of payment of any of Borrower's obligations subject to this Agreement to any other obligation of Borrower.

SECTION 2.8. PERMITS, FRANCHISES. Borrower possesses, and will hereafter possess, all permits, consents, approvals, franchises and licenses required and rights to all trademarks, trade names, patents, and fictitious names, if any, necessary to enable it to conduct the business in which it is now engaged in compliance with applicable law[; provided, that nothing contained herein shall prevent Borrower from electing, in its sole discretion, to terminate or abandon any regulatory approval or authority to sell any of its products once it ceases the production or sale of such products].

SECTION 2.9. ERISA. Borrower is in compliance in all material respects with all applicable provisions of the Employee Retirement Income Security Act of 1974, as amended or recodified from time to time ("ERISA"); Borrower has not violated any provision of any defined employee pension benefit plan (as defined in ERISA) maintained or contributed to by Borrower (each, a "Plan"); no Reportable Event as defined in ERISA has occurred and is continuing with respect to any Plan initiated by Borrower; Borrower has met its minimum funding requirements under ERISA with respect to each Plan; and each Plan will be able to fulfill its benefit obligations as they come due in accordance with the Plan documents and under generally accepted accounting principles.

SECTION 2.10. OTHER OBLIGATIONS. Borrower is not in default on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation.

SECTION 2.11. ENVIRONMENTAL MATTERS. Except as disclosed by Borrower to Bank in writing prior to the date hereof, Borrower is in compliance in all material respects with all applicable federal or state environmental, hazardous waste, health and safety statutes, and any rules or regulations adopted pursuant thereto, which govern or affect any of Borrower's operations and/or properties, including without limitation, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Resource Conservation and Recovery Act of 1976, and the Federal Toxic Substances Control Act, as any of the same may be amended, modified or supplemented from time to time. None of the operations of Borrower is the subject of any federal or state investigation evaluating whether any remedial action involving a material expenditure is needed to respond to a release of any toxic or hazardous waste or substance into the environment. Borrower has no material contingent liability in connection with any release of any toxic or hazardous waste or substance into the environment.

ARTICLE III
CONDITIONS

SECTION 3.1. CONDITIONS OF INITIAL EXTENSION OF CREDIT. The obligation of Bank to extend any credit contemplated by this Agreement is subject to the fulfillment to Bank's satisfaction of all of the following conditions:

(a) Approval of Bank Counsel. All legal matters incidental to the extension of credit by Bank shall be satisfactory to Bank's counsel.

(b) Documentation. Bank shall have received, in form and substance satisfactory to Bank, each of the following, duly executed:

(i) This Agreement and each promissory note or other instrument or document required hereby.

(ii) Corporate Resolution.

(iii) Certificate of Incumbency.

(iv) Such other documents as Bank may require under any other Section of this Agreement.

(v) Evidence that the Loan and Security Agreement dated May 7, 2010 between Borrower and Silicon Valley Bank has been terminated, and all associated UCC filings in connection therewith have been terminated, as evidenced by Bank's receipt of file stamped copies of UCC-3 termination statements.

(c) Financial Condition. There shall have been no material adverse change, as determined by Bank, in the financial condition or business of Borrower, nor any material decline, as determined by Bank, in the market value of any collateral required hereunder or a substantial or material portion of the assets of Borrower.

SECTION 3.2. CONDITIONS OF EACH EXTENSION OF CREDIT. The obligation of Bank to make each extension of credit requested by Borrower hereunder shall be subject to the fulfillment to Bank's satisfaction of each of the following conditions:

(a) Compliance. The representations and warranties contained herein and in each of the other Loan Documents shall be true in all material respects on and as of the date of the signing of this Agreement and on the date of each extension of credit by Bank pursuant hereto, with the same effect as though such representations and warranties had been made on and as of each such date, and on each such date, no Event of Default as defined herein, and no condition, event or act which with the giving of notice or the passage of time or both would constitute such an Event of Default, shall have occurred and be continuing or shall exist.

(b) Documentation. Bank shall have received all additional documents which may be required in connection with such extension of credit.

(c) Additional Letter of Credit Documentation. Prior to the issuance of each Letter of Credit, Bank shall have received a Letter of Credit Agreement, properly completed and duly executed by Borrower.

ARTICLE IV
AFFIRMATIVE COVENANTS

Borrower covenants that so long as Bank remains committed to extend credit to Borrower pursuant hereto, or any liabilities (whether direct or contingent, liquidated or unliquidated) of Borrower to Bank under any of the Loan Documents remain outstanding, and until payment in full of all obligations of Borrower subject hereto, Borrower shall, unless Bank otherwise consents in writing:

SECTION 4.1. PUNCTUAL PAYMENTS. Punctually pay all principal, interest, fees or other liabilities due under any of the Loan Documents at the times and place and in the manner specified therein.

SECTION 4.2. ACCOUNTING RECORDS. Maintain adequate books and records in accordance with generally accepted accounting principles consistently applied, and permit any representative of Bank, at any reasonable time, to inspect, audit and examine such books and records, to make copies of the same, and to inspect the properties of Borrower.

SECTION 4.3. FINANCIAL STATEMENTS. Provide to Bank all of the following, in form and detail satisfactory to Bank:

(a) not later than 120 days after and as of the end of each fiscal year-end, a consolidated and consolidating audited financial statement of Borrower, prepared by a certified public accountant acceptable to Bank, to include balance sheet, income statement, and statement of cash flow; and Borrower's internally-prepared annual budget;

(b) not later than 60 days after and as of the end of each quarter, a consolidated financial statement of Borrower, prepared by Borrower, to include to include balance sheet, income statement, statement of cash flow, and source and application of funds statement;

(c) In the event that Borrower or IPO Parent (as defined in Section 5 below) becomes subject to the reporting requirements under the Securities Exchange Act of 1934, as amended, within 5 days of filing, copies of all periodic and other reports, proxy statements and other materials filed by Borrower and/or IPO Parent with the SEC or with any national securities exchange distributed to its shareholders, as the case may be; documents required to be delivered may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which Borrower and/or IPO Parent posts such documents, or provides a link thereto, on Borrower's and/or IPO Parent's website on the Borrower's and/or IPO Parent's website address;

(d) contemporaneously with each calendar quarter end financial statement of Borrower required hereby, a certificate of the president or chief financial officer of Borrower certifying that said financial statements are accurate and that there exists no Event of Default nor any condition, act or event which with the giving of notice or the passage of time or both would constitute an Event of Default;

(e) from time to time such other information as Bank may reasonably request.

SECTION 4.4. COMPLIANCE. Preserve and maintain all licenses, permits, governmental approvals, rights, privileges and franchises necessary for the conduct of its business; and comply with the provisions of all documents pursuant to which Borrower is organized and/or which govern Borrower's continued existence and with the requirements of all laws, rules, regulations and orders of any governmental authority applicable to Borrower and/or its business[; provided, that nothing contained herein shall prevent Borrower from electing, in its sole discretion, to terminate or abandon any regulatory approval or authority to sell any of its products once it ceases the production or sale of such products].

SECTION 4.5. INSURANCE. Maintain and keep in force, for each business in which Borrower is engaged, insurance of the types and in amounts customarily carried in similar lines of business, including but not limited to fire, extended coverage, public liability, flood, property damage and workers' compensation, with all such insurance carried with companies and in amounts satisfactory to Bank, and deliver to Bank from time to time at Bank's request schedules setting forth all insurance then in effect.

SECTION 4.6. FACILITIES. Keep all properties useful or necessary to Borrower's business in good repair and condition, and from time to time make necessary repairs, renewals and replacements thereto so that such properties shall be fully and efficiently preserved and maintained.

SECTION 4.7. TAXES AND OTHER LIABILITIES. Pay and discharge when due any and all indebtedness, obligations, assessments and taxes, both real or personal, including without limitation federal and state income taxes and state and local property taxes and assessments, except (a) such as Borrower may in good faith contest or as to which a bona fide dispute may arise, and (b) for which Borrower has made provision, to Bank's satisfaction, for eventual payment thereof in the event Borrower is obligated to make such payment.

SECTION 4.8. LITIGATION. Promptly give notice in writing to Bank of any litigation pending or threatened in writing against Borrower.

SECTION 4.9. FINANCIAL CONDITION. Maintain Borrower's financial condition as follows using generally accepted accounting principles consistently applied and used consistently with prior practices (except to the extent modified by the definitions herein):

(a) Consolidated Leverage Ratio not greater than 2.5 to 1.0 to be maintained at all times and to be tested as of the last day of each fiscal quarter. Consolidated Leverage Ratio means the ratio of (a) Funded Indebtedness to (b) EBITDA for the twelve month period

immediately preceding the most recently occurring last day of any fiscal quarter of Borrower. Funded Indebtedness is defined as of any date of determination, for Borrower and its subsidiaries, on a consolidated basis, as the outstanding principal amount of all indebtedness of Borrower and its subsidiaries, whether current or long-term (including the obligations under this Agreement). EBITDA shall mean, as calculated on a consolidated basis for Borrower and its subsidiaries for any period as of any date of determination, (a) Net Income, plus (b) the following to the extent deducted in the calculation of Net Income, (i) Interest Expense, (ii) depreciation expense and amortization expense, (iii) income tax expense, (iv) other nonrecurring expenses of Borrower and its Subsidiaries reducing such Net Income which do not represent a cash item in such period or any future period, and (v) non-cash compensation paid to employees in the form of common stock, minus (c) all non-cash items increasing Net Income for such period. Net Income means, as calculated on a consolidated basis for Borrower and its subsidiaries for any period as at any date of determination, the net profit (or loss), after provision for taxes, of Borrower and its subsidiaries for such period taken as a single accounting period. Interest Expense means, as calculated on a consolidated basis for Borrower and its subsidiaries, interest expense (whether cash or non-cash) determined in accordance with GAAP for the relevant period ending on such date, including interest expense with respect to any credit extension and other indebtedness of Borrower and its subsidiaries, including, without limitation, all commissions, discounts, or related amortization and other fees and charges with respect to letters of credit and the net costs associated with interest rate swap, cap, and similar arrangements, and the interest portion of any deferred payment obligation (including leases of all types)

SECTION 4.10. NOTICE TO BANK. Promptly (but in no event more than five (5) days after the occurrence of each such event or matter) give written notice to Bank in reasonable detail of: (a) the occurrence of any Event of Default, or any condition, event or act which with the giving of notice or the passage of time or both would constitute an Event of Default; (b) any change in the name or the organizational structure of Borrower; (c) the occurrence and nature of any Reportable Event or Prohibited Transaction, each as defined in ERISA, or any funding deficiency with respect to any Plan; or (d) any termination or cancellation of any insurance policy which Borrower is required to maintain, or any uninsured or partially uninsured loss through liability or property damage, or through fire, theft or any other cause affecting Borrower's property.

SECTION 4.11. OPERATING ACCOUNTS. Maintain Borrower's primary domestic operating accounts with Bank.

ARTICLE V
NEGATIVE COVENANTS

Borrower further covenants that so long as Bank remains committed to extend credit to Borrower pursuant hereto, or any liabilities (whether direct or contingent, liquidated or unliquidated) of Borrower to Bank under any of the Loan Documents remain outstanding, and until payment in full of all obligations of Borrower subject hereto, Borrower will not without Bank's prior written consent:

SECTION 5.1. USE OF FUNDS. Use any of the proceeds of any credit extended hereunder except for the purposes stated in Article I hereof.

SECTION 5.2. LEASE EXPENDITURES. Incur operating lease expense in excess of $5,000,000 in the aggregate for any fiscal year.

SECTION 5.3. OTHER INDEBTEDNESS. Create, incur, assume or permit to exist any indebtedness or liabilities, or permit its subsidiaries to create, incur, assume or permit to exist any indebtedness or liabilities, resulting from borrowings, loans or advances, whether secured or unsecured, matured or unmatured, liquidated or unliquidated, joint or several, except (a) the liabilities of Borrower to Bank, (b) any other liabilities of Borrower and its subsidiaries existing as of, and disclosed to Bank prior to, the date hereof and (c) any trade payables incurred in the ordinary course of business.

SECTION 5.4. MERGER, CONSOLIDATION, TRANSFER OF ASSETS. Merge into or consolidate with any other entity in a transaction where the stockholders of Borrower immediately prior to such transaction do not own at least 51% of the outstanding equity interests in the combined company immediately after such transaction; make any substantial change in the nature of Borrower's business as conducted as of the date hereof; acquire all or substantially all of the assets of any other entity unless such entity is in the life sciences business; nor sell, lease, transfer or otherwise dispose of all or a substantial or material portion of Borrower's assets except in the ordinary course of its business.

SECTION 5.5. GUARANTIES. Guarantee or become liable in any way as surety, endorser (other than as endorser of negotiable instruments for deposit or collection in the ordinary course of business), accommodation endorser or otherwise for, nor pledge or hypothecate any assets of Borrower as security for, any liabilities or obligations of any other person or entity, except any of the foregoing in favor of Bank or for or on behalf of any subsidiary of Borrower in an amount in excess of $5,000,000 in the aggregate.

SECTION 5.6. LOANS, ADVANCES, INVESTMENTS. Make any loans or advances to or investments in any person or entity, except any of the foregoing existing as of, and disclosed to Bank prior to, the date hereof.

SECTION 5.7. DIVIDENDS, DISTRIBUTIONS. Declare or pay any dividend or distribution either in cash, stock or any other property on Borrower's stock now or hereafter outstanding; provided however that Borrower shall be permitted to redeem, retire, repurchase or otherwise acquire any shares of any class of Borrower's stock now or hereafter outstanding.

SECTION 5.8. PLEDGE OF ASSETS. Other than Permitted Liens, mortgage, pledge, grant or permit to exist a security interest in, or lien upon, all or any portion of Borrower's assets now owned or hereafter acquired, except any of the foregoing in favor of Bank or which is existing as of, and disclosed to Bank in writing prior to, the date hereof. "Permitted Liens" shall mean (i) Liens existing on the date hereof, (ii) Liens for taxes, fees, assessments or other government charges or levies, either (A) not due and payable, or (B) being contested in good faith and for which Borrower maintains adequate reserves, (iii) purchase money Liens for items or property acquired or held by Borrower or its subsidiaries incurred for financing the acquisition thereof, (iv) capital leases, (v) synthetic or off balance sheet leases, (vi) Liens of

carriers, warehousemen, suppliers or other persons or entities that are possessory in nature, (vii) Liens to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations, (viii) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in clauses (i) through (iii), but only if such Liens are limited to the property encumbered by the Liens described in clauses (i) through (iii) and the principal amount of the indebtedness does not increase, (ix) leases or subleases of real property or leases, subleases, non-exclusive licenses or sublicenses of personal property granted in the ordinary course of Borrower's business, (x) Liens arising from attachments or judgments, orders or decrees in circumstances not constituting an Event of Default under Section 6.1(f); and (xi) Liens in favor of other financial institutions arising in connection with Borrower's deposit or securities accounts held at such institutions; provided however that the purchase money liens in this subsection (iii), capital leases in this subsection (iv) and synthetic or off balance sheet leases in this subsection (v) shall secure no more than Ten Million Dollars ($10,000,000) in the aggregate amount outstanding.

"Lien" means any claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise.

SECTION 5.9. CHANGE IN BUSINESS, MANAGEMENT OR OWNERSHIP. (i)(a) Engage in any business other than the businesses currently engaged in by Borrower; (b) liquidate or dissolve; or (c)(i) have a change in senior management which results in David Paul ceasing to be either the Chief Executive Officer or Chief Scientific Officer of Borrower and no replacement thereof reasonably acceptable to Bank shall have been found within ninety (90) days following such cessation; or (ii)(A) enter into any transaction or series of related transactions in which stockholders of Borrowers who were not stockholders immediately prior to the first such transaction own more than forty percent (40%) of the voting stock of Borrower immediately after giving effect to such transaction or related series of such transactions (other than by the sale of Borrower's equity securities in a public offering or to venture capital investors so long as Borrower identifies to Bank the venture capital investors prior to the closing of the transaction and provides to Bank a description of the material terms of the transaction), or (B) upon and after the consummation of a Qualifying IPO (as defined in Section 5) in which the IPO Parent is the issuer of equity interests in such Qualifying IPO, the IPO Parent (as defined in Section 5) fails to directly own beneficially, or to control voting rights with respect to, one hundred percent (100.0%) of equity interests of Borrower.

SECTION 5.10. INITIAL PUBLIC OFFERING. Nothing in this Agreement shall prohibit or otherwise restrict Borrower from making an initial public offering of its stock so long as: (a) no change of control under Section 6.1(i) will result therefrom; and (b) no Event of Default then exists or could reasonably be expected to result therefrom, including without limitation, any and all covenants relating to the IPO Parent; and (c) all proceeds of the Qualifying IPO (net of reasonable expenses relating thereto, if an IPO Parent is the person issuing Equity Interests in such Qualifying IPO) are received by or promptly distributed to Borrower. "Qualifying IPO" means the consummation by either (a) Borrower or (b) the IPO Parent, on or before the maturity date of the Line of Credit, an initial public offering of its common stock. "IPO Parent" means a corporation formed to issue equity interests in a Qualifying IPO and to hold all of the equity interests of Borrower in connection therewith.

ARTICLE VI
EVENTS OF DEFAULT

SECTION 6.1. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

(a) Borrower shall fail to pay when due any principal, interest, fees or other amounts payable under any of the Loan Documents.

(b) Any financial statement or certificate furnished to Bank in connection with, or any representation or warranty made by Borrower or any other party under this Agreement or any other Loan Document shall prove to be incorrect, false or misleading in any material respect when furnished or made.

(c) Any default in the performance of or compliance with any obligation, agreement or other provision contained herein or in any other Loan Document (other than those specifically described as an "Event of Default" in this section 6.1), and with respect to any such default that by its nature can be cured, such default shall continue for a period of twenty (20) days from its occurrence.

(d) Any default in the payment or performance of any obligation, or any defined event of default, under the terms of any contract, instrument or document (other than any of the Loan Documents) pursuant to which Borrower, any guarantor hereunder or any general partner or joint venturer in Borrower if a partnership or joint venture (with each such guarantor, general partner and/or joint venturer referred to herein as a "Third Party Obligor") has incurred any debt or other liability to any person or entity, including Bank that is not cured within the time period therefor.

(e) Borrower or any Third Party Obligor shall become insolvent, or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or shall generally fail to pay its debts as they become due, or shall make a general assignment for the benefit of creditors; Borrower or any Third Party Obligor shall file a voluntary petition in bankruptcy, or seeking reorganization, in order to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Reform Act, Title 11 of the United States Code, as amended or recodified from time to time ("Bankruptcy Code"), or under any state or federal law granting relief to debtors, whether now or hereafter in effect; or Borrower or any Third Party Obligor shall file an answer admitting the jurisdiction of the court and the material allegations of any involuntary petition; or Borrower or any Third Party Obligor shall be adjudicated a bankrupt, or an order for relief shall be entered against Borrower or any Third Party Obligor by any court of competent jurisdiction under the Bankruptcy Code or any other applicable state or federal law relating to bankruptcy, reorganization or other relief for debtors.

(f) The filing of a notice of judgment lien against Borrower or any Third Party Obligor; or the recording of any abstract of judgment against Borrower or any Third Party Obligor in any county in which Borrower or such Third Party Obligor has an interest in real property; or the service of a notice of levy and/or of a writ of attachment or execution, or other

like process, against the assets of Borrower or any Third Party Obligor; or the entry of a judgment against Borrower or any Third Party Obligor; or any involuntary petition or proceeding pursuant to the Bankruptcy Code or any other applicable state or federal law relating to bankruptcy, reorganization or other relief for debtors is filed or commenced against Borrower or any Third Party Obligor, in each case in an amount in excess of $5,000,000 individually or in the aggregate under this Section 6.1(f).

(g) There shall exist or occur any event or condition that Bank in good faith believes impairs, or is substantially likely to impair, the prospect of payment or performance by Borrower, any Third Party Obligor, or the general partner of either if such entity is a partnership, of its obligations under any of the Loan Documents.

(h) The death or incapacity of Borrower or any Third Party Obligor if an individual. The dissolution or liquidation of Borrower or any Third Party Obligor if a corporation, partnership, joint venture or other type of entity; or Borrower or any such Third Party Obligor, or any of its directors, stockholders or members, shall take action seeking to effect the dissolution or liquidation of Borrower or such Third Party Obligor.

(i) Any change in control of Borrower or any entity or combination of entities that directly or indirectly control Borrower, with "control" defined as ownership of an aggregate of fifty-one percent (51%) or more of the common stock, members' equity or other ownership interest (other than a limited partnership interest).

SECTION 6.2. REMEDIES. Upon the occurrence of any Event of Default: (a) all indebtedness of Borrower under each of the Loan Documents, any term thereof to the contrary notwithstanding, shall at Bank's option and without notice become immediately due and payable without presentment, demand, protest or notice of dishonor, all of which are hereby expressly waived by Borrower; (b) the obligation, if any, of Bank to extend any further credit under any of the Loan Documents shall immediately cease and terminate; and (c) Bank shall have all rights, powers and remedies available under each of the Loan Documents, or accorded by law, including without limitation the right to resort to any or all security for any credit subject hereto and to exercise any or all of the rights of a beneficiary or secured party pursuant to applicable law. All rights, powers and remedies of Bank may be exercised at any time by Bank and from time to time after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

ARTICLE VII
MISCELLANEOUS

SECTION 7.1. NO WAIVER. No delay, failure or discontinuance of Bank in exercising any right, power or remedy under any of the Loan Documents shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by Bank of any breach of or default under any of the Loan Documents must be in writing and shall be effective only to the extent set forth in such writing.

SECTION 7.2. NOTICES. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the following address:

BORROWER: GLOBUS MEDICAL, INC.
2560 General Armistead Avenue
Audubon, Pennsylvania 19403

BANK: WELLS FARGO BANK, NATIONAL ASSOCIATION
2240 Butler Pike, 1st Floor
Plymouth Meeting, Pennsylvania 19462-1424

or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (a) if sent by hand delivery, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.

SECTION 7.3. COSTS, EXPENSES AND ATTORNEYS' FEES. Borrower shall pay to Bank immediately upon demand the full amount of all reasonable out-of-pocket payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees but excluding all allocated costs of Bank's in-house counsel), expended or incurred by Bank to the extent they are incurred in connection with (a) Bank's continued administration of this Agreement and the other Loan Documents, and the preparation of any amendments and waivers hereto and thereto, (b) the enforcement of Bank's rights and/or the collection of any amounts which become due to Bank under any of the Loan Documents, and the prosecution or defense of any action in any way related to any of the Loan Documents, including without limitation, any action for declaratory relief, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Borrower or any other person or entity.

SECTION 7.4 SUCCESSORS, ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Borrower may not assign or transfer its interests or rights hereunder without Bank's prior written consent. Bank reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Bank's rights and benefits under each of the Loan Documents. In connection therewith, Bank may disclose all documents and information which Bank now has or may hereafter acquire relating to any credit subject hereto, Borrower or its business, or any collateral required hereunder; provided that any recipient thereof agrees not to use or disclose any confidential information of Borrower or its subsidiaries other than to evaluate a potential acquisition of rights under the Loan Documents.

SECTION 7.5. ENTIRE AGREEMENT; AMENDMENT. This Agreement and the other Loan Documents constitute the entire agreement between Borrower and Bank with

respect to each credit subject hereto and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof. This Agreement may be amended or modified only in writing signed by each party hereto.

SECTION 7.6. NO THIRD PARTY BENEFICIARIES. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their respective permitted successors and assigns, and no other person or entity shall be a third party beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any other of the Loan Documents to which it is not a party.

SECTION 7.7. TIME. Time is of the essence of each and every provision of this Agreement and each other of the Loan Documents.

SECTION 7.8. SEVERABILITY OF PROVISIONS. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.

SECTION 7.9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

SECTION 7.10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

SECTION 7.11. BUSINESS PURPOSE. Borrower represents and warrants that each credit subject hereto is for a business, commercial, investment, agricultural or other similar purpose and not primarily for a personal, family or household use.

SECTION 7.12. ARBITRATION.

(a) Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to (i) any credit subject hereto, or any of the Loan Documents, and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit; provided, however, that nothing herein shall preclude or limit Bank’s right to confess judgment pursuant to a warrant of attorney provision set forth in any Loan Document; and provided, further, that no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (iii) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in any Loan Document, (iv) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment, which such claims, disputes or controversies shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by, Rules 2950 through and including Rule 2986 of the Pennsylvania Rules of Civil Procedure or any such other applicable federal or state law.

(b) Governing Rules. Any arbitration proceeding will (i) proceed in a location in Pennsylvania selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the Commonwealth of Pennsylvania or a neutral retired judge of the state or federal judiciary of Pennsylvania, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Pennsylvania and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Pennsylvania Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having

jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed any Loan Document, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Loan Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Loan Documents or any relationship between the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed as a sealed instrument as of the day and year first written above.

GLOBUS MEDICAL, INC.	WELLS FARGO BANK, NATIONAL ASSOCIATION
/s/ Albert Thorp III	/s/ Tara Handforth
Albert Thorp III, Chief Financial Officer	Tara Handforth, Vice President

Exhibit 10.17

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is entered into as of March 16, 2012, by and between GLOBUS MEDICAL, INC., a Delaware corporation ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Borrower is currently indebted to Bank pursuant to the terms and conditions of that certain Credit Agreement between Borrower and Bank dated as of May 3, 2011, as amended from time to time ("Credit Agreement").

WHEREAS, Bank and Borrower have agreed to certain changes in the terms and conditions set forth in the Credit Agreement and have agreed to amend the Credit Agreement to reflect said changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Credit Agreement shall be amended as follows:

1. Section 1.1 (a) is hereby amended by deleting "May 31, 2012" as the last day on which Bank will make advances under the Line of Credit, and by substituting for said date "May 31, 2014".

2. Section 5.10 (c) is hereby deleted in its entirety, without substitution.

3. Except as specifically provided herein, all terms and conditions of the Credit Agreement remain in full force and effect, without waiver or modification. All terms defined in the Credit Agreement shall have the same meaning when used in this Amendment. This Amendment and the Credit Agreement shall be read together, as one document.

4. Borrower hereby remakes all representations and warranties contained in the Credit Agreement and reaffirms all covenants set forth therein. Borrower further certifies that as of the date of this Amendment there exists no Event of Default as defined in the Credit Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Amendment to be executed as a sealed instrument as of the day and year first written above.

GLOBUS MEDICAL, INC.	WELLS FARGO BANK, NATIONAL ASSOCIATION
By: /s/ Richard Baron (SEAL)	/s/ Tara Handforth
Richard Baron, Chief Financial Officer	Tara Handforth, Vice President

Exhibit 10.18

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of between Globus Medical, Inc., a Delaware corporation (the "**Company**"), and [employee] ("**Indemnitee**").

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the " **Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The By-laws of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (" **DGCL**"). The By-laws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the By-laws of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Company's By-laws and insurance as adequate in the present circumstances, and may not be willing to serve

as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified;

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as an officer from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section l(a) if, by reason of his Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him, or on his behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification pro vided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by

reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in

writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case (i) if a Change of Control has occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee, or (ii) if a Change of Control has not occurred, by one of the following four methods, which shall be at the election of the Board: (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) if there are no disinterested directors or if the disinterested directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board, by the stockholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). If a Change of Control has not occurred, Independent Counsel shall be selected by the Board, with the approval of Indemnitee, which approval will not be unreasonably withheld. If a Change of Control has occurred, Independent Counsel shall be selected by Indemnitee, with the approval of the Board, which approval will not be unreasonably withheld. The party that is not empowered to select the Independent Counsel may, within ten (10) days after such written notice of selection shall have been given, deliver to the other party a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "**Independent Counsel**" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(g) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within 90 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within

180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Subrogation .

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration

or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, By-laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of a Change of Control or the Company's becoming insolvent (including being placed into receivership or entering the federal bankruptcy process and the like), the Company shall maintain in force any and all insurance policies then maintained by the Company in providing insurance (directors' and officers' liability, fiduciary, employment practices or otherwise) in respect of Indemnitee, for a period of six years thereafter.

(d) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(e) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(f) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and for a period of at least five years thereafter, and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his Corporate Status, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

13. Definitions. For purposes of this Agreement:

(a) "**Beneficial Owner**" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(b) A "**Change in Control**" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the combined voting power of the Company's then outstanding securities;

(ii) Change in Board. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 13(b)(i), 13(b)(iii) or 13(b)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a least a majority of the members of the Board;

(iii) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 51% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the Board or other governing body of such surviving entity;

(iv) Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

(v) Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

(c) "**Corporate Status**" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

(d) "**Disinterested Director**" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "**Enterprise**" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(f) "**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

(g) "**Expenses**" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(h) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or any of its affiliates or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(i) "**Person**" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(j) **Proceeding**" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or of any inaction on his part while acting in his or her Corporate Status; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

Globus Medical, Inc.
2560 General Armistead Avenue
Audubon, PA 19403
Attention: President

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably Corporation Service Company 2711 Centerville Road, Wilmington, DE 19808 as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

COMPANY:

GLOBUS MEDICAL, INC.

By: _____

David C. Paul
Chairman and Chief Executive Officer

INDEMNITEE:

_____

[Name]

Address:

_____

_____

_____

_____

GLOBUS MEDICAL, INC.
NO COMPETITION AND NON-DISCLOSURE AGREEMENT

This No Competition and Non-Disclosure Agreement ("NCND Agreement") is made and entered into between Globus Medical, Inc., its subsidiaries and divisions including Algea Therapies, Inc. (collectively the "Company") and ("Employee") effective ("Effective Date").

ACKNOWLEDGEMENTS & DEFINITIONS

A. The Company is engaged in the design, development, production, distribution and sale of products and services related to the spine ("Products").

B. Employee performs services for and on behalf of the Company, either as a direct employee or through an independent service contract, for which Company compensates Employee, which may include services in connection with promotion or sale of Products. Company desires to employ and/or continue to employ Employee, provided that as an express condition of such employment or continued employment, Employee enters into this NCND Agreement with Company. In the case of an Employee who is signing this NCND Agreement after the inception of his/her employment relationship with the Company, Employee acknowledges that the Company has provided Employee with valuable consideration in exchange for signing this NCND Agreement.

C. The parties agree that this NCND Agreement is supported by valuable consideration, that mutual promises and obligations have been undertaken by the parties to it, and that this NCND Agreement is entered into voluntarily by the parties.

D. For purposes of this NCND Agreement the Employee's performance of services and receipt of compensation from the Company will be defined as the Employment Agreement (the "Employment Agreement") between the Employee and the Company, whether or not a written employment agreement exists between the Employee and the Company governing said services and compensation.

E. For purposes of this NCND Agreement, the term of the Employment Agreement ("Employment Agreement Term") shall be defined as the time period during which Employee performs services for or on behalf of the Company.

F. For purposes of this NCND Agreement, the NCND Territory ("NCND Territory") shall be defined as any geographic area assigned to the Employee within the most recent 12 months of the Employment Agreement Term. In the event that the Employee has been assigned certain Hospitals (as defined below) and/ or Medical Personnel (as defined below) and not a geographic area within the most recent 12 months of the Employee Agreement Term, the NCND Territory shall be defined as any Hospitals and/or Medical Personnel to which the Employee was assigned within the most recent 12 months of the Employee Agreement Term. In the event the Employee has not been assigned to specific Hospitals and/or Medical Personnel or to a specific geographic region within the most recent 12 months of the Employee Agreement Term, the NCND Territory shall be defined as worldwide.

G. For purposes of this NCND Agreement, Medical Personnel ("Medical Personnel") shall be defined as orthopedic surgeons, neurosurgeons, physicians, nurses and other medical personnel involved in the implantation, purchase or other handling and usage of the Products, including but not limited to employees, agents or persons who control, direct or influence purchasing decisions of any Hospitals.

H. For purposes of this NCND Agreement, Hospitals ("Hospitals") shall be defined as hospitals, surgery centers, medical centers and other health care facilities that purchase Products and the location at which Medical Personnel perform services related to the purchase, implantation or other handling and usage of the Products.

I. Employee will have access to confidential, proprietary and trade secret information ("Confidential Information") belonging to the Company, including Confidential Information developed by the Employee (see **Section 2.2** below). Such Confidential Information includes, but is not limited to: customer lists; product specifications and attributes; pricing information; technology development plans; forecasts; financial information; sales strategies and techniques; business records; models; prototypes; schematics; manuals; handbooks; literature; vendors; business terms between Company and suppliers; business terms between Company and Hospitals; business terms between Company and distributors; business terms between Company and Medical Personnel. Employee acknowledges that Company owns such Confidential Information and that Employee has no ownership interest in such Confidential Information. Furthermore, Employee acknowledges that the disclosure of such Confidential Information to unauthorized third parties, including Competitive Companies (as defined below) would cause great and irreparable harm to the Company. Furthermore, Employee acknowledges that Company has a legitimate business interest in the protection of the Confidential Information.

NO COMPETITION & NO SOLICITATION COVENANT

1.1 Competitive Activity. For purposes of this NCND Agreement, Competitive Activity ("Competitive Activity") shall be defined as participation in, performance of services for, employment by, ownership of any interest in, or assistance, promotion or organization of, any Competing Company. "Competing Company" is defined as any person, partnership, corporation, firm, limited liability company, association or other business entity, other than Globus, that manufactures, designs, develops, sells, markets or distributes products or services

used in spine surgery; provided that the purchase for investment of not more than five (5%) percent of the total capital stock of such Competing Company whose stock is publicly traded shall not constitute a Competitive Activity.

1.2 No Competition Period. For purposes of this NCND Agreement, the No Competition Period ("No Competition Period") shall be defined as the time period encompassing both the Employment Agreement Term and the 12-month period immediately after the termination of the Employment Agreement.

1.3 No Competition or Solicitation Covenant. During the No Competition Period, Employee agrees not to engage in any Competitive Activity for any Competing Company.

If, during the last year of employment with Company, Employee was engaged exclusively in non-management field sales activities including selling, soliciting the sale or supporting the sale of Products through contact with Hospitals or Medical Personnel, then Employee's covenants under this paragraph are as follows: Employee agrees not to engage in any Competitive Activity with any Hospitals or Medical Personnel during the Employment Agreement Term. In addition, Employee agrees not to engage in any Competitive Activity with any Hospitals or Medical Personal during the No Competition Period in the NCND Territory. Furthermore, during the No Competition period, Employee agrees not to directly or indirectly, either for the Employee's benefit or the benefit of another entity, solicit, call on, interfere with, attempt to divert, entice away, sell to or market to any Hospital in the NCND Territory, or to any Medical Personnel in the NCND Territory who perform any services related to the implantation or other handling and usage of the Products (regardless of whether such services are also provided by the Medical Personnel outside the NCND Territory). By way of example, if a physician performs services at two different Hospitals, one within and one outside the NCND Territory, the restrictions in this paragraph prohibit the Employee from directly or indirectly soliciting, calling on, interfering with, or attempting to divert, entice away, sell to or market to the physician at either the Hospital within the NCND Territory or the Hospital outside the NCND Territory.

1.4 No Solicitation of Company's Employees or Employees. During the No Competition Period, Employee agrees not to directly or indirectly, either for the Employee's benefit or the benefit of another entity, employ or offer to employ in any capacity, contact or recommend for employment with a Competing Company, contact or recommend for the purposes of entering into a contractual relationship with a Competing Company, or solicit, call on, interfere with, or attempt to divert, or entice away, any individuals who are or were employees, independent contractors, representatives or employees of the Company or of any of the Company's distributors at any time within the preceding 12 months.

NON-DISCLOSURE COVENANT

2.1 Use of Confidential Information. Both during the Employment Agreement Term and after the termination of the Employment Agreement, Employee agrees not to use any Confidential Information except as required to perform its obligations as an Employee of the Company, or disclose to any individual, corporation, partnership or other entity any Confidential Information belonging to the Company, unless Employee is required to make such disclosure pursuant to

judicial process. Notwithstanding the foregoing, immediately upon receipt of subpoena or other judicial process requiring disclosure of Confidential Information belonging to Company, Employee shall deliver written notice and a complete copy of such process to the Company and before responding to such process, allow the Company to take such action as they may deem appropriate under the circumstances to protect their interests in the Confidential Information requested for disclosure.

2.2 Development of Intellectual Property. Employee may make, discover or develop inventions, ideas, trade secrets, financial materials, computer programs, discoveries, developmental improvements, know-how, processes and devices related to or used in the conduct of Employee's performance of services for and on behalf of the Company ("Developments"). The Employee agrees to disclose fully and promptly to the Company any said Developments. Furthermore, Employee agrees that the Company is the sole and exclusive owner of said Developments; the Employee retains no ownership in said Developments; and said Developments become part of the Company's Confidential Information for purposes of this NCND Agreement. Company and Employee agree that if the Developments or any portion thereof are copyrightable, it shall be deemed "work for hire" as such term is defined in the U.S. Copyright Act. The Employee shall execute and deliver to the Company any and all licenses, applications, assignments and other documents and take any and all actions that the Company may deem necessary or desirable to protect Company's ownership rights in said Developments.

2.3 Handling and Return of Confidential Information. Employee shall not physically or electronically remove or make copies of any Confidential Information owned by the Company, except as required by the Employee to properly fulfill their responsibilities as an Employee of the Company. Upon the termination of the Employment Agreement, Employee shall immediately return to the Company any and all Confidential Information in their possession, including any and all copies of said Confidential Information.

2.4 Fiduciary Duties. Employee agrees that Employee shall treat all Confidential Information entrusted to Employee by Company as a fiduciary, and Employee accepts and undertakes all the obligations of a fiduciary, including good faith, trust, confidence and candor, to maintain, protect and develop Confidential Information for the benefit of Company.

2.5 Confidential Information of Others. Employee hereby represents and warrants to the Company that Employee is not bound by any agreement, understanding or restriction, (including, but not limited to any covenant restricting competition or agreement related to the confidential and proprietary information and trade secrets of any third party), that is inconsistent with or prevents or limits the Employee's ability to fulfill his/her obligations under the Employment Agreement. Furthermore, Employee hereby represents and warrants to the Company that the execution and performance of the Employment Agreement will not result in or constitute a breach of any term or condition of any other agreement the Employee is bound by. In performance of his/her duties and obligations under the Employment Agreement, Employee agrees not to disclose the confidential and proprietary information or trade secrets of any third party to the Company.

REMEDIES

3.1 Right to Specific Relief. Company and Employee recognize and acknowledge that the limitations set forth in this NCND Agreement are properly required for the adequate protection of the business of the Company, and that violation of any of the provisions of this NCND Agreement will cause irreparable injury for which money damages are neither adequate nor ascertainable. Accordingly, Company shall have the right to have the provisions of this NCND Agreement specifically enforced by a court of competent jurisdiction, in addition to any other remedies which Company may have in equity or at law, and Employee hereby consents to the entry of an injunction or other similar relief without the necessity of posting a bond or other financial insurance. Furthermore, Company shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) incurred in enforcing its rights under this NCND Agreement.

If a dispute arises under this NCND Agreement, Employee shall have a duty to immediately notify the Company of the name, address and telephone number of Employee's legal counsel. In the event Employee fails to provide this information, Employee agrees that the Company may seek a temporary restraining order to enforce the provisions of this NCND Agreement on an ex parte basis. Employee acknowledges that the Company's recovery of damages will not be an adequate means to redress a breach of this NCND Agreement. Nothing contained in this paragraph, however, shall prohibit the Company from pursuing any remedies in addition to injunctive relief, including recovery of damages.

3.2 Right to Recover Attorneys' Fees and Costs. (a) If the Company seeks a restraining order, an injunction or any other form of equitable relief, and recovers any such relief, Company shall be entitled to recover its reasonable attorneys' fees, court costs, and other costs incurred obtaining that relief (even if other relief sought is denied). (b) If the Company obtains a final judgment of a court of competent jurisdiction, pursuant to which Employee is determined to have breached his/her obligations under this Agreement, the Company shall be entitled to recover, in addition to any award of damages, its reasonable attorneys' fees, costs, and expenses incurred by the Company in obtaining such judgment. Any relief awarded under this subparagraph (b) shall be in addition to any other relief awarded under subparagraph (a). The parties agree that the provisions of this paragraph are reasonable and necessary.

OTHER MATTERS

4.1 Condition to Seeking Subsequent Employment. Employee agrees to show a copy of this NCND Agreement to any Competing Company with whom Employee interviews during the Employment Agreement Term or with whom Employee interviews within the 12 month period immediately following the termination of the Employment Agreement Term.

4.2 Entire Agreement. This NCND Agreement constitutes the entire agreement between the parties relating to the specific matters covered by this NCND Agreement and supersedes all prior agreements, whether written or oral. No modifications or waiver of any part of this NCND Agreement shall be binding upon either party unless in writing.

4.3 Waiver. The waiver of a breach of any provision of this NCND Agreement by any party shall not operate or be construed as a waiver of any provision of this NCND Agreement or consent of any subsequent breach.

4.4 Severability. If any term or provision of this NCND Agreement shall be determined invalid or unenforceable to any extent or in any application, then the remainder of this NCND Agreement shall not be affected thereby, and such term or provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law, except to such extent or in such application, shall not be affected thereby, every term and provision of this NCND Agreement as so modified if necessary, shall be enforced to the fullest extent and in the broadest application permitted by law.

4.5 Governing Law. In order to maintain uniformity in the interpretation of this NCND Agreement the parties have expressly agreed that this NCND Agreement, the parties' performance hereunder and the relationship between them shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles thereof regarding conflicts of laws.

4.6 Transfer or Assignment; Binding Nature. Company may transfer or assign its rights and obligations pursuant to this NCND Agreement to its successors or assigns. Employee shall not assign any of his or her rights or delegate any of his or her duties or obligations under this NCND Agreement. This NCND Agreement shall be binding upon and inure to the benefit of the parties hereto and to the Company's successors and assigns.

4.7 Tolling. Employee understands and agrees that in the event of any breach of his/her obligations under paragraphs 1.3 or 1.4 of this NCND Agreement, the No Competition Period shall be automatically tolled for the amount of time the violation continues.

IN WITNESS WHEREOF, the undersigned have executed this NCND AGREEMENT, intending to be bound under their seals, effective as of the day and year set forth above.

COMPANY:	**EMPLOYEE:**
By: _____	By: _____
DATE:	**DATE:**
_____	_____

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Globus Medical, Inc.:

We consent to the use of our report dated March 28, 2012 included herein and to the reference to our firm under the heading “Experts” in the prospectus.

/s/ KPMG LLP

Philadelphia, Pennsylvania
May 8, 2012