

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

**FORM 8-K**

**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): September 1, 2016**

**GLOBUS MEDICAL, INC.**  
(Exact name of registrant as specified in charter)

**DELAWARE**  
(State or other jurisdiction  
of incorporation)

**001-35621**  
(Commission  
File Number)

**04-3744954**  
(IRS Employer  
Identification No.)

**2560 GENERAL ARMISTEAD AVENUE, AUDUBON, PA 19403**  
(Address of principal executive offices) (Zip Code)

**(610) 930-1800**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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### Item 8.01. Other Events.

On September 1, 2016 (the “Closing Date”), Globus Medical Ireland, Ltd. (“Globus Ireland”), a private limited company existing under the laws of Ireland and a wholly-owned subsidiary of Globus Medical, Inc., a Delaware corporation (the “Company”), consummated the transactions contemplated by the Purchase and Sale Agreement entered into on July 25, 2016 (the “Purchase Agreement”) with Alphatec Holdings, Inc., a Delaware corporation (“Alphatec”). Pursuant to the Purchase Agreement, Globus Ireland acquired from Alphatec (i) substantially all of the assets and certain liabilities of Alphatec’s subsidiaries in the United Kingdom, Italy, the Netherlands, Germany and Hong Kong and (ii) all of the outstanding equity interests of Alphatec’s subsidiaries in Japan, Brazil, China, Singapore and Australia (the “Acquisition”). The aggregate consideration for the transaction was approximately \$80 million in cash, subject to customary adjustment after closing for certain working capital items as provided in the Purchase Agreement.

In addition, in connection with the Acquisition, Globus Ireland entered into a supply agreement with Alphatec, pursuant to which Alphatec will supply products to Globus Ireland and its newly-acquired subsidiaries for up to five years after the Closing Date.

On September 1, 2016, in connection with the Acquisition, the Company entered into a Credit, Security and Guaranty Agreement (the “Credit Agreement”) with Alphatec and Alphatec Spine, Inc. (“Alphatec Spine” and together with Alphatec, the “Alphatec Borrowers”), pursuant to which the Company made available to the Alphatec Borrowers a senior secured term loan facility in an amount not to exceed \$30 million. On the Closing Date, the Company made an initial loan of \$25 million.

The Credit Agreement contains customary operational and financial covenants, including a fixed charge coverage ratio to be maintained by the Alphatec Borrowers, and provides the Company with a security interest in all of the assets of the Alphatec Borrowers. The Credit Agreement has a scheduled maturity date five years from the Closing Date. The term loan interest rate for the first two years following the Closing Date will be priced at the London Interbank Offered Rate (“LIBOR”) plus 8.0%, subject to a 9.5% floor. The term loan interest rate thereafter will be LIBOR plus 13%.

On September 1, 2016, the Company issued a press release announcing the completion of the Acquisition, a copy of which is attached as Exhibit 99.1 hereto.

### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
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2.1	First Amendment to Purchase and Sale Agreement, dated as of September 1, 2016, by and among Globus Medical Ireland, Ltd. and Alphatec Holdings, Inc.*
99.1	Press Release dated September 1, 2016

\* Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant agrees to furnish supplementally a copy of the omitted schedules and exhibits to the Commission upon request.

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## SIGNATURES

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

**GLOBUS MEDICAL, INC.**

(Registrant)

Dated: September 2, 2016

**/s/ DANIEL T. SCAVILLA**

Daniel T. Scavilla  
Senior Vice President,  
Chief Financial Officer

## EXHIBIT INDEX

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
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<b>99.1</b>	Press Release dated September 1, 2016

\* Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant agrees to furnish supplementally a copy of the omitted schedules and exhibits to the Commission upon request.

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT is made as of September 1, 2016 (this “**Amendment**”), by and between Globus Medical Ireland, Ltd., a private limited company existing under the laws of Ireland (“**Buyer**”), and Alphatec Holdings, Inc., a Delaware corporation (“**Seller**”). Buyer and Seller are referred to herein as the “**Parties**.” Capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement, as defined below.

**WITNESSETH:**

**WHEREAS**, Seller and Purchaser are parties to that certain Purchase and Sale Agreement, made and entered into as of July 25, 2016 (the “**Agreement**”), pursuant to which Seller and certain of its Subsidiaries shall sell to Buyer its business of the design, development, marketing, promotion and sale of (i) products for the surgical treatment of spine disorders outside of the United States of America, its possessions and territories and (ii) general orthopedic products in Japan; and

**WHEREAS**, the Parties desire to amend the Agreement pursuant to Section 11.2(a) of the Agreement, as set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

**1. Amendments to the Agreement.** The Agreement shall be amended as set forth below:

a) Item number five in **Schedule 2.2(e)** to the Agreement is hereby amended and restated to read in its entirety as follows:

“5. The right to sell the following products:

a. Neocore Osteoconductive Matrix Strips (other than with respect to those countries that allow the marketing and sale of such product under a CE approval without a requirement of the filing for any additional Product Registration)

b. Alphagraft Demineralized Bone Matrix”

b) **Section 7.2(o)** of the Agreement is hereby amended and restated to read in its entirety as follows:

“(o) Subject to the Seller promptly providing such evidence, information and assistance as the Buyer may reasonably require from time to time and complying with the Buyer’s reasonable instructions for the handling of any such Claims (including but not limited to authorizing the Buyer to defend those Claims on behalf of the Seller), the Buyer will indemnify the Seller against all Claims (save to the extent that such Claims result from the act or omission of the Seller, unless the acts of omissions occurred with the agreement of the Buyer) which arise out of or in relation to:

(i) any change or proposed change to terms and conditions of employment or working conditions of an Automatic Transfer Employee made by the Buyer, whether or not the Automatic Transfer Employee consequently refuses to accept an offer of employment by the Buyer or refuses to transfer

in accordance with the Employee Transfer Regulations, but excluding any Claims related to any lawful change or proposed change to any retirement benefit;

(ii) any Automatic Transfer Employee's employment during the period from and after the Closing Date;

(iii) the termination of the employment of any of the Automatic Transfer Employees from and after the Closing Date or prior to the Closing Date on the instruction of Buyer;

(iv) any failure by the Buyer to comply with its obligations to inform and consult under the Employee Transfer Regulations; or

(v) any failure by the Seller to comply with its obligations to inform and consult under the Employee Transfer Regulations prior to or in connection with the Closing.”

c) **Section 7.7** to the Agreement is hereby amended by adding the following as the last sentence to **Section 7.7**:

“In addition, from and after the Closing, Seller shall, and Seller shall cause the other members of the Seller Group to, use commercially reasonable efforts to perform the actions set forth on Schedule 7.7.”

d) Exhibit A to the Agreement is hereby amended and restated to read in its entirety as set forth on EXHIBIT A hereto.

e) **Schedule 7.7** to the Agreement is hereby attached to the Agreement in the form of EXHIBIT B hereto.

**2. No Other Modification.** Except as set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

**3. Governing Law.** This Amendment shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Laws rules or provisions (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.

**4. Entire Agreement.** This Amendment, together with the Agreement, the Ancillary Agreements, the Schedules and the other documents, instruments and agreements specifically referred to herein or therein or delivered pursuant hereto or thereto set forth the entire understanding of the Parties.

**5. Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

**6. Conflicts.** In the event of any discrepancy between the provisions of this Amendment and any provision of the Agreement, then the provisions of this Amendment shall control.

*[Signature pages to follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed on its behalf by its representative thereunto duly authorized, as of the day and year first above written.

SELLER:

**ALPHATEC HOLDINGS, INC.**

By: /s/ Eburn S. Garner

Name: Eburn S. Garner

Title: General Counsel, SVP and Secretary

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BUYER:

**GLOBUS MEDICAL IRELAND, LTD.**

By: /s/ Daniel T. Scavilla

Name: Daniel T. Scavilla

Title: Director

## **Globus Medical Completes Acquisition of Alphatec's International Business**

AUDUBON, PA, September 1, 2016: Globus Medical, Inc. (NYSE: GMED), a leading musculoskeletal implant manufacturer, today announced that it has successfully completed the previously announced acquisition of the international operations and distribution channels of Alphatec Holdings, Inc., a publicly traded medical devices company (Nasdaq: ATEC).

David Paul, Chairman and CEO said, "We were able to close this transaction ahead of schedule thanks to the hard work and cooperation of both companies involved. Strategically, this acquisition gives us immediate access to Japan and increased presence and penetration in other key geographies, and significant scale, roughly doubling our international sales. In addition, we will be acquiring a talent pool of international sales professionals as well as an extensive network of international distributors. We remain excited about the future growth potential of our international business as a result of this transaction."

As a result of the acquisition, Globus Medical will assume Alphatec's existing international direct and distributor sales channels. Globus Medical intends to offer its own products through these sales channels, but during the transition, Globus Medical will continue to sell Alphatec products. The transaction includes a supply agreement through which Alphatec will supply its products to Globus Medical for up to five years.

### **About Globus Medical, Inc.**

Globus Medical, Inc. is a leading musculoskeletal implant company based in Audubon, PA. The company was founded in 2003 by an experienced team of professionals with a shared vision to create products that enable surgeons to promote healing in patients with musculoskeletal disorders.

### **Non-GAAP Financial Measures**

To supplement our financial statements prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"), management uses certain non-GAAP financial measures. For example, non-GAAP Diluted Earnings Per Share represents diluted earnings per share excluding the provision for litigation, acquisition related items, and adjusted for the tax effects of such adjustments. We believe this non-GAAP measure is a useful indicator of our operating performance, and particularly as an additional measure of comparative operating performance from period to period as it removes the effects of litigation and acquisition related items, which we believe are not reflective of underlying business trends.

Non-GAAP Diluted Earnings Per Share is not calculated in conformity with U.S. GAAP. Non-GAAP financial measures have limitations as analytical tools and should not be considered in isolation or as a substitute for financial measures prepared in accordance with U.S. GAAP. These measures do not include certain expenses that may be necessary to evaluate our liquidity or operating results. Our definition of non-GAAP Diluted Earnings Per Share may differ from that of other companies and therefore may not be comparable.

### **Safe Harbor Statements**

All statements included in this press release other than statements of historical fact are forward-looking statements and may be identified by their use of words such as "believe," "may," "might," "could," "will," "aim," "estimate," "continue," "anticipate," "intend," "expect," "plan" and other similar terms. These forward-looking statements are based on our current assumptions, expectations and estimates of future events and trends. Forward-looking statements are only predictions and are subject to many risks, uncertainties and other factors that may affect our businesses and operations and could cause actual results to differ materially from those predicted. These risks and uncertainties include, but are not limited to, factors affecting our quarterly results, our ability to manage our growth, our ability to sustain our profitability, demand for our products, our ability to compete successfully (including without limitation our ability to convince surgeons to use our products and our ability to attract and retain sales and other personnel), our ability to rapidly

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develop and introduce new products, our ability to develop and execute on successful business strategies, our ability to successfully integrate the international operations acquired from Alphatec, both in general and on our anticipated timeline, our ability to transition Alphatec's international customers to Globus Medical products, our ability to realize the expected benefits to our results from the Alphatec acquisition, our ability to comply with laws and regulations that are or may become applicable to our businesses, our ability to safeguard our intellectual property, our success in defending legal proceedings brought against us, trends in the medical device industry, general economic conditions, and other risks. For a discussion of these and other risks, uncertainties and other factors that could affect our results, you should refer to the disclosure contained in our most recent annual report on Form 10-K filed with the Securities and Exchange Commission, including the sections labeled "Risk Factors" and "Cautionary Note Concerning Forward-Looking Statements," and in our Forms 10-Q, Forms 8-K and other filings with the Securities and Exchange Commission. These documents are available at [www.sec.gov](http://www.sec.gov). Moreover, we operate in an evolving environment. New risk factors and uncertainties emerge from time to time and it is not possible for us 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. Given these risks and uncertainties, readers are cautioned not to place undue reliance on any forward-looking statements. Forward-looking statements contained in this press release speak only as of the date of this press release. We undertake no obligation to update any forward-looking statements as a result of new information, events or circumstances or other factors arising or coming to our attention after the date hereof.

**Contact:**

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