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): **October 16, 2017**

OrthoPediatrics Corp.

(Exact name of registrant as specified in its charter)

Delaware	**001-38242**	**26-1761833**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2850 Frontier Drive **Warsaw, IN** (Address of principal executive offices)	**46582** (Zip Code)

(574) 268-6379
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

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:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 under the Exchange Act (17 CFR 240.12b-2). ☒

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

Item 1.01. Entry into a Material Definitive Agreement.

On October 16, 2017, OrthoPediatrics Corp. (the "Company") closed its initial public offering ("IPO") of 4,600,000 shares of its common stock, $0.00025 par value per share ("Common Stock"), at an offering price of $13.00 per share, pursuant to the Company's registration statement on Form S-1 (File No. 333-212076), as amended (the "Registration Statement"). In connection with the IPO, the Company entered into the following agreements, forms of which were previously filed as exhibits to the Registration Statement:

- Stockholders Agreement, dated October 16, 2017, by and between the Company and Squadron Capital LLC, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference; and

- First Amendment to Registration Rights Agreement, dated October 16, 2017, by and among the Company and Squadron Capital LLC, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

The terms of these agreements are substantially the same as the terms set forth in the forms of such agreements filed as exhibits to the Registration Statement and as described therein.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Restricted Stock Awards

On October 16, 2017, the Company approved a form of Restricted Stock Award Agreement and, effective as of October 16, 2017, the Company granted the following awards of restricted stock to certain of its named executive officers under its 2017 Incentive Award Plan: Fred L. Hite, Chief Financial Officer: 10,500 shares; David R. Bailey, Executive Vice President: 3,685 shares; and Gregory A. Odle, Executive Vice President: 11,725 shares.

The shares of restricted stock will vest in full on the six month anniversary of the grant date, subject to the executive's continued service through such date; provided, however, that the shares will vest in full if the executive's employment is terminated by the Company by reason of death or disability or without "cause," or if the executive terminates his employment for "good reason" (each as defined in the executive's employment agreement).

The foregoing description of the restricted stock awards is qualified in its entirety by the full text of the form of Restricted Stock Award Agreement, a copy of which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

Item 5.03. Amendments to Certificate of Incorporation or Bylaws; Change in Fiscal Year.

Amended and Restated Certificate of Incorporation

On October 16, 2017, immediately prior to the closing of the IPO, the Company amended and restated its certificate of incorporation (as amended and restated, the "Certificate of Incorporation"). The Certificate of Incorporation amends and restates in its entirety the Company's original certificate of incorporation, which was filed with the Secretary of State of the State of Delaware on November 30, 2007.

The Certificate of Incorporation, among other things: (i) increases the authorized number of shares of Common Stock to 50,000,000; (ii) authorizes 5,000,000 shares of undesignated preferred stock that may be issued from time to time by the Company's board of directors in one or more series; (iii) establishes a classified board of directors, divided into three classes, each of whose members will serve for staggered three-year terms; (iv) provides that directors of the Company may be removed from office only for cause; and (v) designates, unless otherwise consented to by the Company, the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain actions, including, but not limited to, derivative actions or proceedings brought on behalf of the Company or actions asserting claims of breach of a fiduciary duty owed by, or other wrongdoing by, any of the Company's directors, officers, employees or agents to the Company or its stockholders.

The foregoing description of the Certificate of Incorporation and the description contained in the Registration Statement are qualified in their entirety by reference to the full text of the Certificate of Incorporation, a copy of which is attached hereto as Exhibit 3.1 and is incorporated herein by reference.

Amended and Restated Bylaws

On October 16, 2017, immediately prior to the closing of the IPO, the Company amended and restated its Bylaws (as amended and restated, the "Bylaws"). The Bylaws amend and restate the Company's initial bylaws in their entirety to, among other things: (i) establish procedures relating to the presentation of stockholder proposals at stockholder meetings; (ii) establish procedures relating to the nomination of directors; and (iii) conform to the amended provisions of the Certificate of Incorporation.

The foregoing description of the Bylaws and the description contained in the Registration Statement are qualified in their entirety by reference to the full text of the Bylaws, a copy of which is attached hereto as Exhibit 3.2 and is incorporated herein by reference.

Item 8.01. Other Events.

On October 16, 2017, the Company issued a press release announcing the closing of the IPO, which is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Amended and Restated Certificate of Incorporation of OrthoPediatrics Corp.
3.2	Amended and Restated Bylaws of OrthoPediatrics Corp.
10.1	Stockholders Agreement, dated October 16, 2017, by and between OrthoPediatrics Corp. and Squadron Capital LLC
10.2	First Amendment to Registration Rights Agreement, dated October 16, 2017, by and between OrthoPediatrics Corp. and Squadron Capital LLC
10.3	Form of OrthoPediatrics Corp. Restricted Stock Award Agreement
99.1	Press release of OrthoPediatrics Corp. dated October 16, 2017

SIGNATURE

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

ORTHOPEDIATRICS CORP.

By: /s/ Daniel J. Gerritzen
Daniel J. Gerritzen
General Counsel and Secretary

Date: October 16, 2017

INDEX TO EXHIBITS

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AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF ORTHOPEDIATRICS CORP.

OrthoPediatrics Corp. (the "Corporation") was incorporated by the filing of its original certificate of incorporation with the Secretary of State of the State of Delaware on November 30, 2007 (as amended, the "Original Certificate of Incorporation"). This Amended and Restated Certificate of Incorporation of the Corporation, which amends and restates the provisions of the Original Certificate of Incorporation, was duly adopted by the Corporation in accordance with the applicable provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware (the "DGCL") and by the written consent of its stockholders in accordance with Section 228 of the DGCL. The Original Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I: NAME

The name of the Corporation is OrthoPediatrics Corp.

ARTICLE II: REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware, 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III: PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL, as it now exists or may hereafter be amended and/or supplemented.

ARTICLE IV: CAPITAL STOCK

The Corporation is authorized to issue two classes of capital stock to be designated as, respectively, "Common Stock" and "Preferred Stock." The total number of shares of capital stock that the Corporation is authorized to issue is 55,000,000. The total number of shares of Common Stock that the Corporation is authorized to issue is 50,000,000, having a par value of $0.00025 per share. The total number of shares of Preferred Stock that the Corporation is authorized to issue is 5,000,000, having a par value of $0.00025 per share. The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased, but not below the number of shares thereof then outstanding, by the affirmative vote of the holders of a majority of the voting power of all the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, irrespective of Section 242(b)(2) of the DGCL. The designations, powers, privileges and rights, and the qualifications, limitations or restrictions thereof, in respect of each class of capital stock of the Corporation are as follows:

A. General. The voting, dividend, liquidation, conversion and stock split rights of the holders of Common Stock are subject to and qualified by the rights of the holders of any series of Preferred Stock as may be designated by the Board of Directors of the Corporation (the "Board") upon any issuance of any series of Preferred Stock. Authority is hereby expressly granted to the Board from time to time to issue Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designations relating thereto in accordance with the DGCL, to determine and fix the number of shares of such series and the voting powers, if any, and designations, preferences and relative participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, including, without limitation, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolution or resolutions, all to the fullest extent now or hereafter permitted by the DGCL. Without limiting the generality of the foregoing, the resolution or resolutions providing for the issuance of any series of Preferred Stock may provide that such series shall be superior, rank equally or be junior to any other series of Preferred Stock to the extent permitted by law.

B. Voting. Each holder of Common Stock shall be entitled to one vote for each share of Common Stock held by such holder. Each holder of Common Stock shall be entitled to notice of any meeting of stockholders in accordance with the bylaws of the Corporation as in effect at the time in question (the "Bylaws") and applicable law on all matters put to a vote of the stockholders of the Corporation. Except as otherwise required by law, each holder of any series of Preferred Stock shall be entitled only to the voting rights, if any, as shall expressly be granted thereto by the resolution or resolutions providing for the issuance of such series of Preferred Stock.

C. Dividends. Subject to the rights of any holders of any series of Preferred Stock which may from time to time come into existence and be outstanding, each holder of Common Stock shall be entitled to the payment of dividends and the right to receive other distributions from the Corporation when and as declared by the Board in accordance with applicable law. Any dividends or other distributions declared by the Board to the holders of the then-outstanding Common Stock shall be paid to such holders pro rata in accordance with the number of shares of Common Stock held by each such holder as of the record date of such dividend or other distribution.

D. Liquidation. Subject to the rights of any holders of any series of Preferred Stock which may from time to time come into existence and be outstanding, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the funds and assets of the Corporation that may be legally distributed to the stockholders of the Corporation shall be distributed among the holders of the then-outstanding Common Stock pro rata in accordance with the number of shares of Common Stock held by each such holder as of the date of such distribution.

ARTICLE V: BOARD OF DIRECTORS

A. Except as otherwise provided herein or in the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board. Except as otherwise provided for or fixed pursuant to Article IV, including any certificate of designation filed with respect to any series of Preferred Stock, the total number of directors shall be determined from time to time exclusively by resolution adopted by the Board. The directors shall be divided into three classes designated Class I, Class II and Class III. Each class shall consist, as nearly as possible, of one-third of the total number of such directors. Class I directors shall initially serve for a term expiring at the first annual meeting of stockholders of the Corporation following the date the Common Stock is first publicly traded (the "IPO Date"), Class II directors shall initially serve for a term expiring at the second annual meeting of stockholders of the Corporation following the IPO Date and Class III directors shall initially serve for a term expiring at the third annual meeting of stockholders of the Corporation following the IPO Date. At each succeeding annual meeting, successors to the class of directors whose term expires at such meeting shall be elected for a term expiring at the third succeeding annual meeting of stockholders of the Corporation. If the total number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any such additional director of any class elected to fill a newly-created directorship resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of such class, but in no case shall a decrease in the number of directors remove or shorten the term of any incumbent director. A director shall hold office until the annual meeting at which his or her term expires and until his or her successor is elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal from office. The Board is authorized to assign each director already in office to his or her respective class.

B. Subject to the rights granted pursuant to that certain Stockholders Agreement, dated October 16, 2017, by and between the Corporation and Squadron Capital LLC, a Delaware limited liability company (as may be amended, supplemented, restated or otherwise modified from time to time, the "Stockholders Agreement"), any newly-created directorship on the Board that results from an increase in the number of directors and any vacancy occurring in the Board, whether by death, resignation, retirement, disqualification, removal or other cause, shall be filled by a majority of the directors then in office, although less than a quorum, by a sole remaining director or by the stockholders. Any director elected to fill a vacancy or newly-created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor is elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

C. Any or all of the directors may be removed only for cause and only by the affirmative vote of the holders of at least 66 2⁄3% of the voting power of all the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class.

ARTICLE VI: LIMITATION OF DIRECTOR LIABILITY

A. The personal liability of the directors of the Corporation to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duties as director, is hereby eliminated to the fullest extent permitted by the DGCL, as it now exists or may hereafter be amended and/or supplemented. If the DGCL is amended after approval by the stockholders of this Article VI to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

B. The Corporation shall, through the Bylaws or otherwise, to the fullest extent permitted by the DGCL, as it now exists or may hereafter be amended and/or supplemented, indemnify, advance expenses and hold harmless any person who was or is a director or officer of the Corporation or its subsidiaries. The Corporation may, by action of the Board, provide rights to indemnification and advancement of expenses to such other employees or agents of the Corporation or its subsidiaries to such extent and to such effect as the Board shall determine to be appropriate and authorized by the DGCL.

C. Any amendment, repeal or modification of this Article VI, or the adoption of any provision inconsistent with this Article VI, shall not adversely affect any rights or protection existing hereunder immediately prior to such amendment, repeal or modification.

ARTICLE VII:
CONSENT OF STOCKHOLDERS IN LIEU OF MEETING; ANNUAL AND SPECIAL MEETINGS OF STOCKHOLDERS

A. No action that is required or permitted to be taken at any annual or special meeting of stockholders may be effected by written consent of such stockholders in lieu of a meeting.

B. An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting shall be held at such place, if any, on such date and at such time as shall be fixed exclusively by resolution of the Board or a duly authorized committee thereof.

C. Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock which may from time to time come into existence and be outstanding, special meetings of stockholders for any purpose or purposes may be called at any time only by or at the direction of the Board, the Chairman of the Board, the Chief Executive Officer or the President.

ARTICLE VIII: MISCELLANEOUS

A. Bylaws. In furtherance and not in limitation of the rights, powers, privileges and discretionary authority granted or conferred by the DGCL or other statutes or laws of the State of Delaware, the Board is expressly authorized to make, alter, amend or repeal the Bylaws, without any action on the part of the stockholders. The Corporation may in the Bylaws confer powers upon the Board in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board by applicable law.

B. Forum. The Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, employee or agent of the Corporation to the Corporation or its stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision hereof, of the DGCL or of the Bylaws or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine, in each such case subject to the Court of Chancery of the State of Delaware having personal jurisdiction over the indispensable parties named as defendants therein. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to this Article VIII.

C. Amendment. Notwithstanding anything contained herein, in addition to any vote required by applicable law, the following provisions hereof may be amended, repealed or modified, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least 66 2⁄3% of the voting power of all the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class: Article V, Article VII and this Article VIII.

D. Severability. If any provision or provisions hereof shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions hereof, including, without limitation, each portion of any paragraph hereof containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable, shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions hereof, including, without limitation, each such portion of any paragraph hereof containing any such provision held to be invalid, illegal or unenforceable, shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service or for the benefit of the Corporation to the fullest extent permitted by law.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Corporation has caused this this Amended and Restated Certificate of Incorporation to be executed on this 16th day of October, 2017.

/s/ Mark C. Throdahl
Mark C. Throdahl
President and Chief Executive Officer

[Signature Page to Amended and Restated Certificate of Incorporation]

AMENDED AND RESTATED BYLAWS
OF
ORTHOPEDIATRICS CORP.

(as of October 16, 2017)

ARTICLE I: OFFICES

Section 1.1 Registered Agent and Office. The registered office and registered agent of OrthoPediatrics Corp. (the "Corporation") in the State of Delaware shall be as set forth in the Corporation's certificate of incorporation (as may be amended and/or restated from time to time, the "Certificate of Incorporation"). The Corporation may also have offices in such other places in the United States or elsewhere, and may change the Corporation's registered agent, as the Board of Directors of the Corporation (the "Board") may from time to time determine or as the business of the Corporation may require.

ARTICLE II: MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meetings. Annual meetings of stockholders may be held at such place, if any, either within or outside of the State of Delaware, and at such date and time as the Board shall determine and state in the notice of the meeting. The Board may, in its sole discretion, determine that meetings of stockholders shall not be held at any place, but shall instead by held solely by means of remote communication as provided in Section 2.11 and in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL"). The Board may postpone, reschedule or cancel any previously scheduled annual meeting of stockholders.

Section 2.2 Special Meetings. Special meetings of stockholders may only be called in the manner provided in the Certificate of Incorporation and may be held at such place, if any, either within or outside of the State of Delaware, and at such date and time as the Board, the Chairman of the Board, the Chief Executive Officer or the President shall determine and state in the notice of the meeting. The Board may postpone, reschedule or cancel any previously scheduled special meeting of stockholders.

Section 2.3 Stockholder Business and Nominations.

(a) Stockholder Business and Nominations. Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only: (1) pursuant to the notice of the meeting, or any supplement thereto, delivered pursuant to Section 2.4; (2) by or at the direction of the Board or any authorized committee thereof; or (3) by any stockholder who is entitled to vote at the meeting, who, subject to Section 2.3(e)(4), complied with the notice procedures set forth in Sections 2.3(b)-(c) and is a stockholder of record at the time such notice is delivered to the Secretary.

(b) Notice of Stockholder Business and Nominations. For director nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to Section 2.3(a)(3), such stockholder must have given timely notice thereof in writing to the Secretary, and, in the case of business other than director nominations, such other business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice must be delivered to the Secretary at the Corporation's principal executive offices at least ninety days and no more than one hundred and twenty days prior to the first anniversary of the prior year's annual meeting of stockholders. Notwithstanding anything in this Section 2.3(b), if the number of directors to be elected to the Board at an annual meeting is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board at least one hundred days prior to the first anniversary of the prior year's annual meeting of stockholders, then a stockholder's notice shall be considered timely, but only with respect to nominees for any new positions created by such increase, if it is delivered to the Secretary within ten days following the date on which such public announcement is first made.

(c) Form of Notice of Stockholder Business and Nominations. Such stockholder's notice shall set forth: (1) as to each person whom the stockholder proposes to nominate for election or re-election as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest pursuant to Section 14(a) of the Securities Exchange Act of 1934 (as amended, and together with the rules and regulations promulgated thereunder, the "Exchange Act"), including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (2) as to any other business that the stockholder proposes to bring before the meeting, a brief description of such business, the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder; (3) as to the stockholder giving the notice: (A) the name and address of such stockholder, as they appear on the Corporation's books and records, (B) the class or series and number of shares of capital stock of the Corporation that are owned, directly or indirectly, beneficially and of record by such stockholder, (C) a representation that such stockholder is a holder of record of the stock of the Corporation at the time of the giving of the notice, will be entitled to vote at such meeting and will appear in person or by proxy at the meeting to propose such business or nomination, (D) a representation whether such stockholder will be or is part of a group that will (i) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (ii) otherwise solicit proxies or votes from the stockholders in support of such proposal or nomination, (E) a certification regarding whether such stockholder has complied with all applicable federal, state and other legal requirements in connection with such stockholder's acquisition of shares of capital stock or other securities of the Corporation and/or such stockholder's acts or omissions as a stockholder of the Corporation and (F) any other information relating to such stockholder required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act; (4) a description of any agreement, arrangement or understanding with respect to the nomination or proposal and/or the voting of shares of any class or series of capital stock of the Corporation between or among the stockholder giving the notice, any of its respective affiliates or associates and/or any others acting in concert with any of the foregoing (collectively, "Proponent Persons"); and (5) a description of any agreement, arrangement or understanding to which any Proponent Person is a party, the intent or effect of which may be (A) to transfer to or from any Proponent Person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (B) to increase or decrease the voting power of any Proponent Person with respect to shares of any class or series of capital stock of the Corporation and/or (C) to provide any Proponent Person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, any increase or decrease in the value of any security of the Corporation. A stockholder providing notice of a proposed nomination for election to the Board or other business proposed to be brought before a meeting, whether given pursuant to this Section 2.3(c) or Section 2.3(d), shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct (i) as of the record date for determining the stockholders entitled to notice of the meeting and (ii) as of the date that is 15 days prior to the meeting or any adjournment or postponement thereof, provided that if the record date for determining the stockholders entitled to vote at the meeting is less than 15 days prior to the meeting or any adjournment or postponement thereof, the information shall be true and correct as of such later date. Any such update and supplement shall be delivered in writing to the Secretary at the Corporation's principal executive offices not later than five days after the record date for determining the stockholders entitled to notice of the meeting (in the case of any update and supplement required to be made as of the record date for determining the stockholders entitled to notice of the meeting), not later than ten days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update or supplement required to be made as of 15 days prior to the meeting or adjournment or postponement thereof) and not later than five days after the record date for determining the stockholders entitled to vote at the meeting, but no later than the date prior to the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of a date less than 15 days prior the date of the meeting or any adjournment or postponement thereof). The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such person to serve as a director and to determine the independence of such person under the Exchange Act and the rules or regulations of any stock exchange upon which the Corporation's securities are listed.

(d) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the notice of the meeting. Nominations of directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the notice of the meeting (1) by or at the direction of the Board or any committee thereof or (2) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder who is entitled to vote at the meeting, who, subject to Section 2.3(e)(4), complied with the notice procedures set forth in Sections 2.3(b) and 2.3(c) and who is a stockholder of record at the time such notice is delivered to the Secretary. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position or positions as specified in the notice of the meeting if such stockholder's notice as required by Section 2.3(b) is delivered to the Secretary at the Corporation's principal executive offices not earlier than the one hundred and twentieth day prior to such special meeting and not later than the ninetieth day prior to such special meeting or the tenth day following the day on which a public announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall a public announcement of an adjournment or postponement of a special meeting commence a new time period, or extend any time period, for the timely delivery of a stockholder's notice.

(e) General.

(1) Except as provided in Section 2.3(e)(4), only such persons who are nominated in accordance with the procedures set forth in this Section 2.3 or that certain Stockholders Agreement, dated [•], 2017 (the "Stockholders Agreement"), by and between the Corporation and Squadron Capital LLC, a Delaware limited liability company ("Squadron"), shall be eligible to serve as directors and only such business shall be conducted at an annual or special meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.3. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the meeting, have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board may adopt by resolution such rules and regulations for the conduct of meetings of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations, the chairman of the meeting shall have the right and authority to convene and, for any or no reason, to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairman of the meeting, may include, without limitation: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to the stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Notwithstanding this Section 2.3, unless otherwise required by law, if the stockholder, or a qualified representative of the stockholder, does not appear at the annual or special meeting of stockholders to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.3, to be considered a qualified representative thereof, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction thereof, at the meeting. Unless and to the extent determined by the Board or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(2) Whenever used in these Bylaws, "public announcement" shall mean disclosure (A) in a press release released by the Corporation, provided such press release is released by the Corporation following its customary procedures, is reported by the Dow Jones News Service, Associated Press or comparable national news service, or is generally available on internet news sites, or (B) in a document publicly filed by the Corporation with the U.S. Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

(3) Notwithstanding this Section 2.3, a stockholder shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in this Section 2.3; provided, however, that, to the fullest extent permitted by law, any references in these Bylaws to the Exchange Act are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to these Bylaws, including Sections 2.3(c) and 2.3(d), and compliance with Sections 2.3(c) and 2.3(d) shall be the exclusive means for a stockholder to make nominations or submit other business. Nothing in these Bylaws shall be deemed to affect any rights of the holders of any class or series of capital stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances.

(4) Notwithstanding this Section 2.3, for as long as the Stockholders Agreement remains in effect, Squadron shall not be subject to the notice procedures set forth in Sections 2.3(b), 2.3(c) or 2.3(d) with respect to any annual or special meeting of stockholders.

Section 2.4 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a timely notice in writing or by electronic transmission, in the manner provided in Section 232 of the DGCL, of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining the stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed to or transmitted electronically by the Secretary to each stockholder of record entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given at least ten and no more than sixty days before the date of such meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of such meeting.

Section 2.5 Quorum. Unless otherwise required by law, the Certificate of Incorporation or the rules or regulations of any stock exchange upon which the Corporation's securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. Notwithstanding the foregoing, where a separate vote by one or more class or series is required, a majority of the voting power of the outstanding shares of such class(es) or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

Section 2.6 Voting. Except as otherwise provided by the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of capital stock held by such stockholder that has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy in any manner provided by applicable law, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person, delivering to the Secretary a revocation of the proxy or authorizing a new proxy bearing a later date. Unless required by the Certificate of Incorporation or applicable law, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if any. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the voting power of the shares of capital stock present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law, the rules or regulations of any stock exchange upon which the Corporation's securities are listed, any regulation applicable to the Corporation or its securities, the Certificate of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing sentence and subject to the Certificate of Incorporation, all elections of directors shall be determined by a plurality of the votes cast in respect of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 2.7 Chairman of Meetings. The Chairman of the Board, if one is elected, or, in his or her absence or disability, the Chief Executive Officer, or in the absence of the Chairman of the Board and the Chief Executive Officer, a person designated by the Board, shall be the chairman of the meeting and, as such, preside at all meetings of stockholders.

Section 2.8 Secretary of Meetings. The Secretary shall act as secretary at all meetings of stockholders. In the absence or disability of the Secretary at any meeting, the Chairman of the Board or the Chief Executive Officer shall appoint a person to act as secretary at such meeting.

Section 2.9 Consent of Stockholders in Lieu of Meeting. No action that is required or permitted to be taken at any annual or special meeting of stockholders may be effected by written consent of such stockholders in lieu of a meeting.

Section 2.10 Adjournment. At any meeting of stockholders, if less than a quorum is present, the chairman of the meeting or the stockholders holding a majority of the voting power of the shares of capital stock of the Corporation, present in person or by proxy and entitled to vote thereat, shall have the power to adjourn the meeting from time to time without notice other than an announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of the stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining the stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of the stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting.

Section 2.11 Remote Communication. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, the stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication: (a) participate in a meeting of stockholders and (b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided, that (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (2) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings and (3) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.12 Inspectors of Election. The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (a) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (b) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders, the inspector or inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

ARTICLE III: BOARD OF DIRECTORS

Section 3.1 Powers. Except as otherwise provided in the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by the DGCL or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

Section 3.2 Number and Term; Chairman. Subject to the Certificate of Incorporation, the number of directors shall be fixed exclusively by resolution of the Board. Directors shall be elected by the stockholders at their annual meeting, and the term of each director so elected shall be as set forth in the Certificate of Incorporation. Directors need not be stockholders. The Board shall elect a Chairman of the Board, who shall have the powers and perform such duties as provided in these Bylaws and as the Board may from time to time prescribe. The Chairman of the Board shall preside at all meetings of the Board at which he or she is present. If the Chairman of the Board is not present at a meeting of the Board, the Chief Executive Officer (if the Chief Executive Officer is a director and is not also the Chairman of the Board) shall preside at such meeting. If the Chief Executive Officer is not present at such meeting or is not a director, a majority of the directors present at such meeting shall elect one of their members to preside.

Section 3.3 Resignation. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board, the Chairman of the Board, the Chief Executive Officer or the Secretary. The resignation shall take effect at the time specified therein, and if no time is specified, at the time of its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the resignation.

Section 3.4 Removal. Directors may be removed in the manner provided in the Certificate of Incorporation and by applicable law.

Section 3.5 Vacancies and Newly Created Directorships. Except as otherwise provided by applicable law and the Stockholders Agreement, vacancies occurring in any directorship (whether by death, resignation, retirement, disqualification, removal or other cause) and newly created directorships resulting from any increase in the total number of directors shall be filled in accordance with the Certificate of Incorporation. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

Section 3.6 Meetings. Regular meetings of the Board may be held at such places, if any, and times as shall be determined from time to time by the Board. Special meetings of the Board may be called by the Board, the Chief Executive Officer, the Chairman of the Board or as provided by the Certificate of Incorporation, and shall be at such places, if any, and times as they or he or she shall fix. Notice need not be given of regular meetings of the Board. At least 24 hours before each special meeting of the Board, either written notice, notice by electronic transmission or oral notice (either in person or by telephone) including the time, date and place, if any, of the meeting shall be given to each director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 3.7 Quorum, Voting and Adjournment. A majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

Section 3.8 Committees; Committee Rules. The Board may designate one or more committees, including but not limited to an Audit Committee, a Compensation Committee and a Corporate Governance Committee, each such committee to consist of one or more directors. The Board may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board designating such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it, but no committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter, other than the election or removal of directors, expressly required by the DGCL to be submitted to the stockholders for approval; or (b) adopting, amending or repealing any Bylaw. Each committee of the Board shall keep minutes of its meetings and shall report its proceedings to the Board when requested or required by the Board. Each committee of the Board may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum, and all matters shall be determined by a majority vote of the members present at a meeting of the committee at which a quorum is present. Unless otherwise provided in such a resolution, in the event that a member and that member's alternate, if alternates are designated by the Board, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member.

Section 3.9 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing(s) or electronic transmission(s) are filed in the minutes of proceedings of the Board or such committee, as the case may be. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10 Remote Meeting. Unless otherwise restricted by the Certificate of Incorporation, members of the Board or any committee thereof may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 3.11 Compensation. The Board shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

Section 3.12 Reliance on Books and Records. A member of the Board or any committee thereof shall, in the performance of such person's duties, be fully protected in relying in good faith upon the Corporation's records and upon such information, opinions, reports or statements presented to the Corporation by any of its officers, employees, committees of the Board or any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV: OFFICERS

Section 4.1 Number. The officers of the Corporation shall include a Chief Executive Officer, a President and a Secretary, each of whom shall be elected by the Board and who shall hold office for such terms as shall be determined by the Board and until their successors are elected and qualified or until their earlier death, resignation, retirement, disqualification or removal. Any number of offices may be held by the same person.

Section 4.2 Other Officers and Agents. The Board may appoint such other officers and agents, including one or more Vice Presidents, as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Chief Executive Officer or the Board.

Section 4.3 Chief Executive Officer and President. The Chief Executive Officer, who may also be the President, subject to the determination of the Board, shall have general executive charge, management and control of the properties and operations of the Corporation in the ordinary course of its business, with all such powers with respect to such properties and operations as may be reasonably incident to such responsibilities. If the Board has not elected a Chairman of the Board or in the absence or inability of such person to act as the Chairman of the Board, the Chief Executive Officer shall exercise all of the powers and discharge all of the duties of the Chairman of the Board, but only if the Chief Executive Officer is a director.

Section 4.4 Secretary. The Secretary shall: (a) cause minutes of all meetings of stockholders and directors to be recorded and kept properly; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books, and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer or the Board.

Section 4.5 Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board or its designees selected for such purposes. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, a Vice President, the Secretary or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board.

Section 4.6 Contracts and Other Documents. The Chief Executive Officer and the Secretary, or such other officer or officers as may from time to time be authorized by the Board or any other committee given specific authority in the premises by the Board during the intervals between the meetings of the Board, shall have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.

Section 4.7 Ownership of Stock of Another Corporation. Unless otherwise directed by the Board, the Chief Executive Officer, a Vice President, the Secretary or such other officer or agent as shall be authorized by the Board, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of securityholders of any entity in which the Corporation holds securities or equity interests and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such securities or equity interests at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

Section 4.8 Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board may delegate to another officer such powers or duties.

Section 4.9 Resignation and Removal. Any officer of the Corporation may be removed from office for or without cause at any time by the Board. Any officer may resign at any time in the same manner prescribed for directors in Section 3.3.

Section 4.10 Vacancies. The Board shall have the power to fill vacancies occurring in any office.

ARTICLE V: STOCK

Section 5.1 Shares With Certificates. The shares of capital stock of the Corporation shall be represented by certificates, provided that the Board may provide by resolution that some or all of any or all classes or series of the Corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of capital stock in the Corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by, (a) the Chairman of the Board and the President or a Vice President and (b) the Secretary, certifying the number and class of shares of capital stock of the Corporation owned by such holder. Any or all of the signatures on the certificate may be a facsimile. The Board shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of capital stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

Section 5.2 Shares Without Certificates. If the Board chooses to issue shares of capital stock without certificates, the Corporation, if required by the DGCL, shall, within a reasonable time after the issue or transfer of shares without certificates, send the stockholder a written statement of the information required by the DGCL. The Corporation may adopt a system of issuance, recordation and transfer of its shares of capital stock by electronic or other means not involving the issuance of certificates, provided the use of such system by the Corporation is permitted in accordance with applicable law.

Section 5.3 Transfer of Shares. Shares of capital stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, in the manner prescribed by law, the Certificate of Incorporation and in these Bylaws, upon surrender to the Corporation by delivery thereof (to the extent evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. The Board shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of capital stock of the Corporation.

Section 5.4 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of capital stock or uncertificated shares may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Corporation may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate or uncertificated shares of capital stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated upon the surrender by such owner of such mutilated certificate and, if required by the Corporation, the posting of a bond by such owner in an amount sufficient to indemnify the Corporation against any claim that may be made against it in connection therewith.

Section 5.5 List of Stockholders Entitled To Vote. The officer who has charge of the stock ledger shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, that if the record date for determining the stockholders entitled to vote is less than ten days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, at least ten days prior to the meeting (a) on a reasonably accessible electronic network, provided that the information required to access such list is provided with the notice of the meeting, or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to the stockholders. If the meeting is to be held at a place, a list of the stockholders entitled to vote at the meeting shall be produced and kept at the place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to which stockholders are entitled to examine the list of the stockholders required by this Section 5.5 or to vote in person or by proxy at any meeting of stockholders.

Section 5.6 Fixing Date for Determination of Stockholders of Record.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining the stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day preceding the day on which notice is given, or, if notice is waived, at the close of business on the day preceding the day on which the meeting is held. A determination of the stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for determination of the stockholders entitled to vote at an adjourned meeting, and in such case shall also fix as the record date for the stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of the stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted, and which shall not be more than sixty days prior to such action. If no such record date is fixed, the record date for determining the stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

Section 5.7 Registered Stockholders. Prior to the surrender to the Corporation of a certificate or certificates for a share or shares of capital stock or notification to the Corporation of the transfer of uncertificated shares with a request to record the transfer of such share or shares, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and to otherwise exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VI: NOTICE

Section 6.1 Notice. If mailed, notice to the stockholders shall be deemed given when deposited in the U.S. mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to the stockholders, any notice to the stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

Section 6.2 Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII: INDEMNIFICATION

Section 7.1 Indemnification. Each person who was or is made a party, is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (an "Indemnitee"), whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee, agent or trustee or in any other capacity while serving as a director, officer, employee, agent or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended (but, in the case of any such amendment, if permitted, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith; provided, however, that, except as provided in Section 7.3 with respect to a Proceeding to enforce rights to indemnification or advancement of expenses, or with respect to any compulsory counterclaim brought by such Indemnitee, the Corporation shall indemnify any such Indemnitee in connection with a Proceeding, or part thereof, initiated by such Indemnitee only if such Proceeding, or part thereof, was authorized by the Board.

Section 7.2 Advancement of Expenses. In addition to the right to indemnification conferred in Section 7.1, an Indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred in appearing at, participating in or defending any Proceeding in advance of its final disposition or in connection with a Proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article VII, which shall be governed by Section 7.3 (hereinafter an "advancement of expenses"); provided, however, that, if the DGCL requires or in the case of an advance made in a Proceeding brought to establish or enforce a right to indemnification or advancement, an advancement of expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such Indemnitee, including, without limitation, service to an employee benefit plan) shall be made solely upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such Indemnitee is not entitled to be indemnified or entitled to advancement of expenses under Sections 7.1 and 7.2 or otherwise.

Section 7.3 Right of Indemnitee to Bring Suit. If a claim under Sections 7.1 or 7.2 is not paid in full by the Corporation within (a) 60 days after a written claim for indemnification has been received by the Corporation or (b) 20 days after a written claim for an advancement of expenses has been received by the Corporation, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim or to obtain advancement of expenses, as applicable. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (a) any suit brought by the Indemnitee to enforce a right to indemnification hereunder, but not in a suit brought by the Indemnitee to enforce a right to an advancement of expenses, it shall be a defense that, and (b) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the Indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation, including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders, to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation, including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders, that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VII or otherwise shall be on the Corporation.

Section 7.4 Indemnification Not Exclusive. The provision of indemnification to or the advancement of expenses and costs to any Indemnitee under this Article VII, or the entitlement of any Indemnitee to indemnification or advancement of expenses under this Article VII, shall not limit or restrict in any way the power of the Corporation to indemnify or advance expenses and costs to such Indemnitee in any other way permitted by law or be deemed exclusive of, or invalidate, any right to which any Indemnitee seeking indemnification or advancement of expenses and costs may be entitled under any law, agreement, vote of the stockholders or disinterested directors or otherwise, both as to action in such Indemnitee's capacity as an officer, director, employee or agent of the Corporation and as to action in any other capacity.

Section 7.5 Corporate Obligations; Reliance. The rights granted pursuant to this Article VII shall vest at the time a person becomes a director or officer of the Corporation and shall be deemed to create a binding contractual obligation on the part of the Corporation to the persons who from time to time are elected as officers or directors of the Corporation, and such persons in acting in their capacities as officers or directors of the Corporation or any subsidiary shall be entitled to rely on this Article VII without giving notice thereof to the Corporation. Such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VII that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 7.6 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 7.7 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of this Article VII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE VIII: MISCELLANEOUS

Section 8.1 Fiscal Year. The fiscal year of the Corporation shall end on December 31 of each year, or such other day as the Board may designate.

Section 8.2 Corporate Seal. The Board may provide a suitable seal, containing the name of the Corporation, which shall be in the charge of the Secretary. If and when so directed by the Board or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 8.3 Electronic Transmission. For purposes of these Bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 8.4 Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 8.5 Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the DGCL or any other applicable law, such provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

Section 8.6 Amendments. The Board is authorized to make, amend, alter and repeal, in whole or in part, these Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or the Certificate of Incorporation.

[*Remainder of Page Intentionally Left Blank*]

The undersigned hereby certifies that he is the duly elected, qualified, and acting General Counsel and Secretary of OrthoPediatrics Corp., a Delaware corporation (the "Corporation"), and that the foregoing Amended and Restated Bylaws were approved on August 31, 2017 by the Corporation's Board of Directors, effective as of October 16, 2017.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 16th Day of October, 2017.

/s/ Daniel J. Gerritzen
Daniel J. Gerritzen
General Counsel and Secretary

[Signature Page to Amended and Restated Bylaws]

Exhibit 10.1

STOCKHOLDERS' AGREEMENT

THIS STOCKHOLDERS' AGREEMENT (this "Agreement"), dated as of October 16, 2017, is entered into by and between OrthoPediatrics Corp., a Delaware corporation (the "Company"), and Squadron Capital LLC, a Delaware limited liability company ("Squadron").

WHEREAS, Squadron holds all of the outstanding shares of the Company's Series A Convertible Preferred Stock, par value $0.00025 per share (the "Series A Preferred Stock"), and greater than 90% of the outstanding shares of the Company's Series B Convertible Preferred Stock, par value $0.00025 per share (the "Series B Preferred Stock" and, together with the Series A Preferred Stock, the "Preferred Stock");

WHEREAS, the rights of the holders of the Preferred Stock are set forth in that certain Amended and Restated Certificate of Designations, Preferences and Rights of Preferred Stock of the Company, as filed with the Secretary of State of the State of Delaware on May 28, 2014, as amended on April 26, 2017 (the "Certificate of Designations");

WHEREAS, pursuant to Section 3.2 of the Certificate of Designations, the holders of record of the shares of Series A Preferred Stock and/or shares of Common Stock issued upon conversion of the Series A Preferred Stock, exclusively and as a separate class are entitled to elect two director of the Corporation;

WHEREAS, pursuant to Section 3.2 of the Certificate of Designations, the holders of record of the shares of Series B Preferred Stock and/or shares of Common Stock issued upon conversion of the Series B Preferred Stock, exclusively and as a separate class are entitled to elect two directors of the Corporation;

WHEREAS, subject to and effective upon the closing of the Company's registered initial public offering of Common Stock, par value $0.00025 per share (the "Common Stock"), made pursuant to the Registration Statement on Form S-1 (No. 333-212076) filed with the U.S. Securities and Exchange Commission on June 16, 2016, as amended (the "IPO"): (x) Squadron has consented to the Mandatory Conversion (as such term is defined in the Certificate of Designations) of (i) the Series A Preferred Stock into shares of Common Stock and (ii) the Series B Preferred Stock into shares of Common Stock; (y) Squadron has agreed to convert the aggregate amount per share equal to the Original Issue Price of the Series A Preferred Stock plus any Accruing Dividends (as such terms are defined in the Certificate of Designations) accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid into shares of Common in lieu of a cash payment therefore and (z) the Company will file an amended and restated Certificate of Incorporation with the Secretary of State of the State of Delaware and adopt amended and restated by-laws of the Company;

WHEREAS, the parties hereto desire to enter into this Agreement to govern certain rights with respect to matters relating to Squadron's ownership of the Common Stock.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and Squadron agree as follows, such agreement subject to and effective upon the closing of the IPO.

ARTICLE I– DEFINITIONS

As used in this Agreement, the following terms will have the following respective meanings:

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person, where "control" and its corollaries mean the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such Person (whether through the ownership of voting securities, partnership or other ownership interests, by contract or trust agreement or otherwise).

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, any agency or instrumentality of such government or political subdivision, any self-regulated organization or any other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Organizational Documents" means: (a) the certificate of incorporation of the Corporation, as filed with the Secretary of State of the State of Delaware on the date hereof; and (b) the bylaws of the Corporation in effect on the date hereof; in each case as may be amended, modified, supplemented or restated from time to time.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

ARTICLE II– BOARD OF DIRECTORS

Section 2.01 Size of Initial Board. The board of directors (each, a "Director" and, collectively, the "Board") shall initially consist of eleven (11) directors, divided into three classes designated Class I, Class II and Class III. The number of directors may be changed only by the vote of the Board, including the affirmative vote of the Squadron Directors.

Section 2.02 Composition of the Board.

(a) Following the closing of the IPO, Squadron shall have the right (but not the obligation) to cause the Company, in its proxy statement as mailed out from time to time, to include in its slate of recommended nominees for election to the Board: (i) four designees, for so long as Squadron, together with its Affiliates, beneficially own, directly or indirectly, 35% or more of the voting power of all shares of the Company's capital stock entitled to vote generally in the election of directors; (ii) three designees, for so long as Squadron, together with its Affiliates, beneficially own, directly or indirectly, 20% or more, but less than 35%, of the voting power of all shares of the Company's capital stock entitled to vote generally in the election of directors; and (iii) two designees, for so long as Squadron, together with its Affiliates, beneficially own, directly or indirectly, 10% or more, but less than 20%, of the voting power of all shares of the Company's capital stock entitled to vote generally in the election of directors. Each person whom Squadron shall designate pursuant to this Section 2.02, and who is thereafter elected to the Board to serve as a Director, shall be referred to herein as a "Squadron Director." The Squadron Directors shall initially consist of: Marie Infante, who shall serve as a Class I Director; a Squadron Director who will be appointed by the Board to fill the vacancy on the Board as of the date hereof, who, when appointed, shall serve as a Class II Director; and David Pelizzon and Harald Ruf, who shall serve as Class III Directors.

(b) The Company agrees to include in its slate of recommended nominees for election to the Board at any meeting of stockholders called for the purpose of electing Directors or any meeting of the Board called to fill a vacancy on the Board, the persons designated by Squadron pursuant to Section 2.01(a) (to the extent that Directors of such nominee's class are to be elected at such meeting, for so long as the Board is classified) and to nominate and recommend each such person to be elected as a Director, and to solicit proxies or consents in favor thereof. The Company shall be entitled to identify such persons as designees of Squadron pursuant to this Agreement.

(c) In the event that a vacancy is created at any time by the death, resignation, retirement, disqualification, removal or otherwise of any Squadron Director, the remaining Directors and the Company shall cause such vacancy to be filled by a new designee of Squadron as soon as possible, and the Company hereby agrees to take, at any time and from time to time, all actions necessary to accomplish the same.

(d) In the event that Squadron, together with its Affiliates, ceases to beneficially own at least 10% of the issued and outstanding shares of Common Stock, then Squadron shall cease to have the right to designate any persons for election to the Board pursuant to this Section 2.01, and this Agreement shall terminate pursuant to Section 3.01(a).

ARTICLE III– TERMINATION

Section 3.01 Termination. This Agreement shall terminate upon the earliest of: (a) the date on which Squadron, together with its Affiliates, ceases to own at least ten percent (10%) of the issued and outstanding shares of Common Stock; (b) the dissolution, liquidation or winding up of the Company; or (c) an agreement in writing signed by each of the parties hereto to terminate this Agreement.

ARTICLE IV– MISCELLANEOUS

Section 4.01 Notices. All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided: (a) by hand (in which case, it will be effective upon delivery); (b) by facsimile or email (in which case, it will be effective upon receipt of confirmation of transmission); or (c) by overnight delivery by a nationally recognized courier service (in which case, it will be effective one (1) business day after being deposited with such courier service); in each case, to the address or facsimile number listed below (or to such other address or facsimile number as shall be specified in a notice given in accordance with this Section 4.01):

If to the Company:

OrthoPediatrics Corp.
2850 Frontier Drive
Warsaw, Indiana 46582
Attention: General Counsel
Facsimile: 574-269-3692

If to Squadron:

Squadron Capital LLC
18 Hartford Avenue
Granby, Connecticut 06035
Attention: David R. Pelizzon
Facsimile: 860-413-9872

Section 4.02 Headings; Interpretation. The headings contained in this Agreement are for convenience purposes only and shall not in any way affect the meaning or interpretation hereof. Whenever required by the context, the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the words “or,” “either” and “any” shall not be exclusive. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof and, if applicable, hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

Section 4.03 Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the parties hereto waive such provision to the extent that it is found to be invalid or unenforceable so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. Such provision shall, to the maximum extent allowable by law, be modified by such court so that it becomes enforceable and, as modified, shall be enforced as any other provision hereof, with all the other provisions hereof continuing in full force and effect.

Section 4.04 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter contained herein and supersedes any and all prior and contemporaneous discussions, negotiations, proposals, undertakings, understandings and agreements, whether written and oral, with respect thereto.

Section 4.05 Assignment. This Agreement, and the rights and obligations of the parties hereunder, may not be transferred or assigned without the prior written consent of each of the parties hereto.

Section 4.06 Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever.

Section 4.07 Amendment and Waiver. This Agreement may only be amended or modified by an agreement in writing signed by each of the parties hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after such waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 4.08 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Section 4.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A signature delivered by facsimile, pdf, electronic mail or other electronic means shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Stockholders' Agreement as of the date first written above.

OrthoPediatrics Corp.

By: /s/ Mark C. Throdahl
Mark C. Throdahl
President and Chief Executive Officer

Squadron Capital LLC

By: /s/ David R. Pelizzon
David R. Pelizzon
President

[Signature Page to Stockholders' Agreement]

Exhibit 10.2

FIRST AMENDMENT TO
REGISTRATION RIGHTS AGREEMENT
OF
ORTHOPEDIATRICS CORP.

THIS FIRST AMENDMENT to the Registration Rights Agreement (this "Amendment"), dated as of October 16, 2017, is entered into by and between OrthoPediatrics Corp., a Delaware corporation (the "Company"), and Squadron Capital LLC, a Delaware limited liability company ("Squadron"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Rights Agreement (as defined below).

WHEREAS, the Company, Squadron and the additional parties listed on Schedule 1 thereof are parties to that certain Registration Rights Agreement, dated as of May 30, 2014 (the "Registration Rights Agreement");

WHEREAS, Section 7.8(b) of the Registration Rights Agreement provides that the Registration Rights Agreement may be amended with the prior written consent of the Company and Squadron; and

WHEREAS, the Company and Squadron wish to amend the Registration Rights Agreement as provided herein, subject to, and effective upon, the closing of the registered public offering of the Company's Common Stock, par value $0.00025 per share, made pursuant to the Registration Statement on Form S-1 (No. 333-212086) filed with the U.S. Securities and Exchange Commission on June 16, 2016, as amended (the "IPO").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Company and Squadron agree as follows, such agreement subject to and effective upon the closing of the IPO:

1. Amendments to Section 1.

(a) The definition of "Qualified IPO" shall be deleted in its entirety.

(b) The definition of "Registrable Securities" in Section 1 of the Registration Rights Agreement is hereby amended and restated in its entirety to read as follows:

"Registrable Securities" means (i) any Common Stock issued or issuable upon conversion of the Series B Preferred Stock issued to Squadron and the Holders pursuant to the Purchase Agreement or issued or issuable to Squadron upon conversion, exchange or in consideration of all or a portion of the Company's debt held by Squadron; (ii) any Common Stock issued or issuable upon conversion of the Series A Preferred Stock; (iii) any Common Stock issued or issuable with respect to the Series A Preferred Stock, in lieu of the cash payment of the Original Issue Price (as defined in the Amended and Restated Certificate of Designations, Preferences and Rights of Preferred Stock of the Company, as amended, in effect immediately prior to the IPO (the "Certificate of Designations")) thereof pursuant to Section 5.2 of the Certificate of Designations; (iii) any Common Stock issued or issuable with respect to the Series A Preferred Stock, in lieu of the cash payment of the Accruing Dividends (as defined in the Certificate of Designations) accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon, pursuant to Section 5.2 of the Certificate of Designations; (iv) any Common Stock issued or issuable, directly or indirectly, upon conversion and/or exercise of any other securities of the Company, acquired by Squadron or the other Holders after the date of the Agreement; and (v) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (i), (ii), (iii) and (iv) above."

2. Amendment to Section 2.4. The first sentence of Section 2.4(a) is hereby amended and restated to read as follows:

"The Company will not be required to effect more than three registrations requested by Squadron pursuant to Section 2.1 above."

3. Amendment to Section 5.3(a). Clause (i) of the first sentence of Section 5.3(a) is hereby amended and restated to read as follows:

"(i) first, the maximum number of shares requested to be included by the Company in such registration that can be sold without exceeding the Maximum Number of Shares; provided, however, that such number of shares to be included by the Company in such registration shall be reduced by up to 40% in order to permit Squadron to sell up to 40% of the Maximum Number of Shares in such registration, if Squadron so requests;"

4. No Further Effect. Except as amended hereby, all terms and provisions of the Registration Rights Agreement shall remain in full force and effect, and are hereby ratified and confirmed by the Company and Squadron. All references in the Registration Rights Agreement to "this Agreement," "herein," "hereof," "hereby" and words of similar import shall refer to the Registration Rights Agreement, as amended hereby. In the event of any conflict between the provisions of this Amendment and the Registration Rights Agreement, the provisions of this Amendment shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. A signature delivered by facsimile, pdf, electronic mail or other electronic means shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original. No party hereto or to any such agreement or instrument shall raise the use of facsimile machine, pdf, electronic mail or other electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine, pdf, electronic mail or other electronic means as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Registration Rights Agreement as of the date first written above.

ORTHOPEDIATRICS CORP.

By: /s/ Mark C. Throdahl
Mark C. Throdahl
President and Chief Executive Officer

SQUADRON CAPITAL LLC

By: /s/ David R. Pelizzon
David R. Pelizzon
President

[Signature Page to First Amendment to Registration Rights Agreement]

Exhibit 10.3

ORTHOPEDIATRICS CORP.
2017 INCENTIVE AWARD PLAN
RESTRICTED STOCK AWARD GRANT NOTICE

OrthoPediatrics Corp., a Delaware corporation, (the "Company"), pursuant to the OrthoPediatrics Corp. 2017 Incentive Award Plan, as amended from time to time (the "Plan"), hereby grants to the individual listed below (the "Holder"), in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the number of shares of the Company's common stock set forth below (the "Shares"). This Restricted Stock award is subject to all of the terms and conditions as set forth herein and in the Restricted Stock Award Agreement attached hereto as Exhibit A (the "Agreement") (including, without limitation, the Restrictions on the Shares set forth in the Agreement) and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Restricted Stock Award Grant Notice (the "Grant Notice") and the Agreement.

Holder:	[_____]
Grant Date:	[_____]
Total Number of Shares of Restricted Stock:	[_____] Shares
Vesting Commencement Date:	[_____]
Vesting Schedule:	[_____]
Termination:	If Holder experiences a Termination of Service prior to the applicable vesting date, any portion of the Award (and the Shares subject thereto) that has not become vested on or prior to the date of such Termination of Service (after taking into consideration any vesting that may occur in connection with such Termination of Service, if any) will thereupon be automatically forfeited by Holder, and Holder's rights in such portion of the Award and any Shares subject thereto shall thereupon lapse and expire.

By his or her signature and the Company's signature below, Holder agrees to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. Holder has reviewed the Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Agreement and the Plan. Holder hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement. In addition, by signing below, Holder also agrees that the Company, in its sole discretion, may satisfy any withholding obligations in accordance with Section 2.2(d) of the Agreement by (i) withholding Shares otherwise issuable to Holder upon vesting of the shares of Restricted Stock, (ii) instructing a broker on Holder's behalf to sell Shares otherwise issuable to Holder upon vesting of the shares of Restricted Stock and submit the proceeds of such sale to the Company, or (iii) using any other method permitted by Section 2.2(d) of the Agreement or the Plan. If Holder is married or part of a registered domestic partnership, his or her spouse or domestic partner has signed the Consent of Spouse or Registered Domestic Partner attached to this Grant Notice as Exhibit B.

ORTHOPEDIATRICS CORP.: HOLDER:		**HOLDER:**	
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Title:			

EXHIBIT A
TO RESTRICTED STOCK AWARD GRANT NOTICE

RESTRICTED STOCK AWARD AGREEMENT

Pursuant to the Restricted Stock Award Grant Notice (the "Grant Notice") to which this Restricted Stock Award Agreement (this "Agreement") is attached, OrthoPediatrics Corp., a Delaware corporation (the "Company"), has granted to Holder the number of shares of Restricted Stock (the "Shares") under the OrthoPediatrics Corp. 2017 Incentive Award Plan, as amended from time to time (the "Plan"), as set forth in the Grant Notice. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and Grant Notice.

ARTICLE I.
GENERAL

1.1 Incorporation of Terms of Plan. The Award (as defined below) is subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II.
AWARD OF RESTRICTED STOCK

2.1 Award of Restricted Stock.

(a) Award. Pursuant to the Grant Notice and upon the terms and conditions set forth in the Plan and this Agreement, effective as of the Grant Date set forth in the Grant Notice, the Company has granted to Holder an award of Restricted Stock (the "Award") under the Plan in consideration of Holder's past and/or continued employment with or service to the Company or any affiliate, and for other good and valuable consideration. The number of Shares subject to the Award is set forth in the Grant Notice.

(b) Book Entry Form; Certificates. At the sole discretion of the Administrator, the Shares will be issued in either (i) uncertificated form, with the Shares recorded in the name of Holder in the books and records of the Company's transfer agent with appropriate notations regarding the restrictions on transfer imposed pursuant to this Agreement, and upon vesting and the satisfaction of all conditions set forth in Sections 2.2(b) and (d) hereof, the Company shall remove such notations on any such vested Shares in accordance with Section 2.1(e) below; or (ii) certificated form pursuant to the terms of Sections 2.1(c), (d) and (e) below.

(c) Legend. Certificates representing Shares issued pursuant to this Agreement shall, until all Restrictions (as defined below) imposed pursuant to this Agreement lapse or have been removed and the Shares have thereby become vested or the Shares represented thereby have been forfeited hereunder, bear the following legend (or such other legend as shall be determined by the Administrator):

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING REQUIREMENTS AND MAY BE SUBJECT TO FORFEITURE UNDER THE TERMS OF A RESTRICTED STOCK AWARD AGREEMENT, BY AND BETWEEN ORTHOPEDIATRICS CORP. AND THE REGISTERED OWNER OF SUCH SHARES, AND SUCH SHARES MAY NOT BE, DIRECTLY OR INDIRECTLY, OFFERED, TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES, EXCEPT PURSUANT TO THE PROVISIONS OF SUCH AGREEMENT."

(d) Escrow. The Company or such other escrow holder as the Administrator may appoint may retain physical custody of any certificates representing the Shares until all of the Restrictions on transfer imposed pursuant to this Agreement lapse or shall have been removed; in such event, Holder shall not retain physical custody of any certificates representing unvested Shares issued to him or her. Holder, by acceptance of the Award, shall be deemed to appoint, and does so appoint, the Company and each of its authorized representatives as Holder's attorney(s)-in-fact to effect any transfer of unvested forfeited Shares (or Shares otherwise reacquired by the Company hereunder) to the Company as may be required pursuant to the Plan or this Agreement and to execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer.

(e) Removal of Notations; Delivery of Certificates Upon Vesting. As soon as administratively practicable after the vesting of any Shares subject to the Award pursuant to Section 2.2(b) hereof, the Company shall, as applicable, either remove the notations on any Shares subject to the Award issued in book entry form which have vested or deliver to Holder a certificate or certificates evidencing the number of Shares subject to the Award which have vested (or, in either case, such lesser number of Shares as may be permitted pursuant to Section 11.2 of the Plan). Holder (or the beneficiary or personal representative of Holder in the event of Holder's death or incapacity, as the case may be) shall deliver to the Company any representations or other documents or assurances required by the Company. The Shares so delivered shall no longer be subject to the Restrictions hereunder.

2.2 Restrictions.

(a) Forfeiture. Notwithstanding any contrary provision of this Agreement, upon Holder's Termination of Service for any or no reason, any portion of the Award (and the Shares subject thereto) which has not vested prior to or in connection with such Termination of Service (after taking into consideration any accelerated vesting and lapsing of Restrictions which may occur in connection with such Termination of Service, if any) shall thereupon be forfeited immediately and without any further action by the Company, and Holder's rights in any Shares and such portion of the Award shall thereupon lapse and expire. For purposes of this Agreement, "Restrictions" shall mean the restrictions on sale or other transfer set forth in Section 3.3 hereof and the exposure to forfeiture set forth in this Section 2.2(a).

(b) Vesting and Lapse of Restrictions. Subject to Section 2.2(a) above and Section 2.2(c) below, the Award shall vest and the Restrictions shall lapse in accordance with the vesting schedule set forth in the Grant Notice (rounding down to the nearest whole Share).

(c) Accelerated Vesting. Subject to Section 2.2(a) above, in the event Holder incurs a Termination of Service (i) due to Holder's death or disability, (ii) without Cause or (iii) if Holder is a party to a written employment or similar agreement with the Company (or any Subsidiary) in which the term "Good Reason" is defined, then for Good Reason (as such term is defined in the applicable written employment or similar agreement), the Award shall vest and the Restrictions shall lapse with respect to one-hundred percent (100%) of the Shares subject to the Award.

As used in this Agreement, "Cause" means (i) an act or omission by Holder that constitutes deliberate or willful misconduct, a breach of fiduciary trust for the purpose of gaining a personal profit, or a violation of any law, rule or regulation; (ii) an act or omission by Holder that materially and adversely affects the best interests of the Company or any affiliate; (iii) an act or omission by Holder that, under the circumstances, would make it unreasonable to expect the Company to continue to employ or engage Holder, including without limitation, (x) the commission of any crime (other than minor vehicular violations), (y) the commission or attempted commission of any act of fraud, embezzlement, neglect or negligence in the performance of Holder's duties or (iii) any act of malfeasance, substance abuse, sexual harassment, discrimination, or moral turpitude that, in Holder's reasonable judgment, reflects adversely on the reputation of the Company or its affiliates; (iv) Holder's material breach of any provision of any written employment or similar agreement with the Company (or any Subsidiary); or (v) Holder's willful and continued failure to substantially perform Holder's duties if such failure continues for a period of thirty (30) calendar days after the Company delivers to Holder a written demand for substantial performance, specifically identifying in such written demand the manner in which Holder has not substantially performed Holder's duties. The foregoing definition shall not in any way preclude or restrict the right of the Company (or any Subsidiary) to discharge or dismiss Holder or any other person in the service of the Company (or any Subsidiary) for any other acts or omissions, but such other acts or omissions shall not be deemed, for purposes of this Agreement, to constitute grounds for termination for Cause. Notwithstanding the foregoing, if Holder is a party to a written employment or similar agreement with the Company (or any Subsidiary) in which the term "Cause" is defined, then "Cause" shall be as such term is defined in the applicable written employment or similar agreement.

(d) Tax Withholding. As set forth in Section 11.2 of the Plan, the Company shall have the authority and the right to deduct or withhold from the Restricted Stock or other compensation, or to require Holder to remit to the Company, an amount sufficient to satisfy all applicable federal, state and local taxes required by law to be withheld with respect to any taxable event arising in connection with the Award. The Company shall not be obligated to deliver any new certificate representing Shares to Holder or Holder's legal representative or enter such Shares in book entry form unless and until Holder or Holder's legal representative shall have paid or otherwise satisfied in full the amount of all federal, state and local taxes applicable to the taxable income of Holder resulting from the grant or vesting of the Award or the issuance of Shares.

(e) Conditions to Delivery of Shares. To ensure compliance with the Restrictions, the provisions of the charter documents of the Company, and/or Applicable Law and for other proper purposes, the Company may issue appropriate "stop transfer" and other instructions to its transfer agent with respect to the Restricted Stock. The Company shall notify the transfer agent as and when the Restrictions lapse.

2.3 Consideration to the Company. In consideration of the grant of the Award pursuant hereto, Holder agrees to render faithful and efficient services to the Company or any affiliate.

ARTICLE III.
OTHER PROVISIONS

3.1 Section 83(b) Election. If 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 Holder would otherwise be taxable under Section 83(a) of the Code, Holder hereby agrees to deliver a copy of such election to the Company promptly after filing such election with the Internal Revenue Service.

3.2 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon Holder, the Company and all other interested persons. No member of the Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the Award.

3.3 Restricted Stock Not Transferable. Until the Restrictions hereunder lapse or expire pursuant to this Agreement and the Shares vest, the Restricted Stock (including any Shares received by holders thereof with respect to Restricted Stock as a result of stock dividends, stock splits or any other form of recapitalization) shall be subject to the restrictions on transferability set forth in Section 11.3 of the Plan; *provided, however*, that notwithstanding this Section 3.3, with the consent of the Administrator, the Shares may be transferred to one or more Permitted Transferees, subject to and in accordance with Section 11.3 of the Plan.

3.4 Rights as Stockholder. Except as otherwise provided herein or in the Plan, upon the Grant Date, Holder shall have all the rights of a stockholder of the Company with respect to the Shares, subject to the Restrictions, including, without limitation, voting rights in respect of the Shares subject to the Award and deliverable hereunder.

3.5 Tax Consultation. Holder understands that Holder may suffer adverse tax consequences in connection with the Restricted Stock granted pursuant to this Agreement (and the Shares issuable with respect thereto). Holder represents that Holder has consulted with any tax consultants Holder deems advisable in connection with the Restricted Stock and that Holder is not relying on the Company for any tax advice.

3.6 Adjustments Upon Specified Events. The Administrator may accelerate the vesting of the Restricted Stock in such circumstances as it, in its sole discretion, may determine. Holder acknowledges that the Restricted Stock is subject to adjustment, modification and termination in certain events as provided in this Agreement and Section 13.2 of the Plan.

3.7 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the General Counsel of the Company at the Company's principal office, and any notice to be given to Holder shall be addressed to Holder at Holder's last address reflected on the Company's records. By a notice given pursuant to this Section 3.7, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

3.8 Holder's Representations. If the Shares issuable hereunder have not been registered under the Securities Act or any applicable state laws on an effective registration statement at the time of such issuance, Holder shall, if required by the Company, concurrently with such issuance, make such written representations as are deemed necessary or appropriate by the Company and/or its counsel.

3.9 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.10 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement without regard to conflicts of laws thereof or of any other jurisdiction.

3.11 Conformity to Securities Laws. Holder acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all Applicable Law. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Award is granted, only in such a manner as to conform to such Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Law.

3.12 Amendment, Suspension and Termination. This Agreement may be amended in a writing signed by Holder and a duly authorized representative of the Company. In addition, to the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Award in any material way without the prior written consent of Holder.

3.13 Successors and Assigns. The Company or any affiliate 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 and its affiliates. Subject to the restrictions on transfer set forth in Section 3.3 hereof, this Agreement shall be binding upon Holder and his or her heirs, executors, administrators, successors and assigns.

3.14 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Holder is subject to Section 16 of the Exchange Act, then the Plan, the Award and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.15 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon Holder any right to continue to serve as an Employee or other service provider of the Company or any of its affiliates or shall interfere with or restrict in any way the rights of the Company and its affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of Holder at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or an affiliate and Holder.

3.16 Entire Agreement. The Plan, the Grant Notice and this Agreement (including all Exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and its affiliates and Holder with respect to the subject matter hereof.

3.17 Limitation on Holder's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Holder shall have only the rights of a general unsecured creditor of the Company and its affiliates with respect to amounts credited and benefits payable, if any, with respect to the Shares issuable hereunder.

EXHIBIT B
TO RESTRICTED STOCK AWARD GRANT NOTICE

CONSENT OF SPOUSE OR REGISTERED DOMESTIC PARTNER

I, _____, spouse or domestic partner of _____, have read and approve the Restricted Stock Award Grant Notice (the "Grant Notice") to which this Consent of Spouse or Registered Domestic Partner is attached and the Restricted Stock Award Agreement (the "Agreement") attached to the Grant Notice. In consideration of issuing to my spouse or domestic partner the shares of the common stock of OrthoPediatrics Corp. set forth in the Grant Notice, I hereby appoint my spouse or domestic partner as my attorney-in-fact in respect of the exercise of any rights under the Agreement and agree to be bound by the provisions of the Agreement insofar as I may have any rights in said Agreement or any shares of the common stock of OrthoPediatrics Corp. issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Agreement.

Dated: _____

_____
Signature of Spouse or Domestic Partner

Exhibit 99.1

OrthoPediatrics Corp. Announces Closing of $59.8 Million Initial Public Offering

WARSAW, IN, October 16, 2017 (GLOBE NEWSWIRE) – OrthoPediatrics Corp. (NASDAQ: KIDS), an orthopedic company focused exclusively on providing a comprehensive product offering to the pediatric orthopedic market, announced today the closing of its initial public offering of 4,600,000 shares of its common stock, including the full exercise by the underwriters of their option to purchase 600,000 additional shares, at a public offering price of $13.00 per share. OrthoPediatrics received $59.8 million in gross proceeds from the offering, before underwriting expenses and commissions and estimated offering expenses. The shares began trading on the NASDAQ Global Market on October 12, 2017 under the ticker symbol “KIDS.”

Piper Jaffray and Stifel acted as joint book-running managers, William Blair acted as lead manager and BTIG acted as co-manager for the offering.

A registration statement relating to these securities was declared effective by the Securities and Exchange Commission on October 11, 2017. The offering was made only by means of a prospectus, copies of which may be obtained from: Piper Jaffray & Co., Attention: Prospectus Department, 800 Nicollet Mall, J12S03, Minneapolis, MN 55402, via telephone at (800) 747-3924 or via email at prospectus@pjc.com; or from Stifel, Nicolaus & Company, Incorporated, Attention: Syndicate, One Montgomery Street, Suite 3700, San Francisco, CA 94104, via telephone at (415) 364-2720 or via email at syndprospectus@stifel.com.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About OrthoPediatrics Corp.

Founded in 2006, OrthoPediatrics is an orthopedic company focused exclusively on providing a comprehensive product offering to the pediatric orthopedic market to improve the lives of children with orthopedic conditions. OrthoPediatrics currently markets 21 surgical systems that serve three of the largest categories within the pediatric orthopedic market. This offering spans trauma & deformity, complex spine and ACL reconstruction procedures. OrthoPediatrics’ global sales organization is focused exclusively on pediatric orthopedics and distributes its products to 35 countries outside the United States.

Investor Contact
The Ruth Group
Zack Kubow
(646) 536-7020
zkubow@theruthgroup.com