

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): **May 14, 2025**

OrthoPediatrics Corp.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-38242

(Commission File Number)

26-1761833

(I.R.S. Employer Identification Number)

**2850 Frontier Drive
Warsaw, Indiana**

(Address of principal executive offices)

46582

(Zip Code)

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

Not Applicable

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

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.00025 par value per share	KIDS	Nasdaq Global Market

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

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

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

Emerging growth company

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

ITEM 1.01. ENTRY INTO OR AMENDMENT OF A MATERIAL DEFINITIVE AGREEMENT.

Background

As previously reported by OrthoPediatrics Corp. (the “Company”) in a Current Report on Form 8-K filed with the Securities and Exchange Commission on May 1, 2023, the Company entered into a Membership Interest Purchase Agreement dated May 1, 2023 (the “Purchase Agreement”) with Kevin Unger and DINZE LLC, an Ohio limited liability company (collectively, the “Sellers”), and the sole member of DINZE LLC, providing for the purchase by the Company of all of the issued and outstanding membership interest of Medtech Concepts, LLC, a Delaware limited liability company, from the Sellers.

First Amendment to Membership Interest Purchase Agreement

On May 9, 2025, the Company entered into a First Amendment to Membership Interest Purchase Agreement (the “First Amendment”) with the Sellers to amend certain terms of the Purchase Agreement. The First Amendment, among other things, provides that the Sellers will be issued unregistered shares of the Company’s common stock, par value \$0.00025 per share (“Common Stock”), representing an aggregate value of approximately \$3,750,000 through three installments of \$1,250,000 on or about May 1st of each of 2025, 2026, and 2027 in lieu of the three remaining annual \$1,250,000 cash payments otherwise required under the Purchase Agreement.

The foregoing description of the First Amendment is qualified in its entirety by reference to the complete text thereof, a copy of which is included as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

ITEM 3.02. UNREGISTERED SALES OF EQUITY SECURITIES.

The information set forth under Item 1.01 regarding the issuance of Common Stock pursuant to the First Amendment is incorporated by reference into this Item 3.02. The issuance of the Common Stock is made in reliance upon an exemption provided under Section 4(a)(2) of the Securities Act of 1933, as amended.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<u>2.1</u>	<u>First Amendment to Membership Interest Purchase Agreement, dated May 9, 2025, by and among OrthoPediatrics Corp., Kevin Unger, and DINZE LLC.</u>

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.

Date: May 14, 2025

OrthoPediatrics Corp.

By: /s/ Daniel J. Gerritzen

Daniel J. Gerritzen,
General Counsel and Secretary

FIRST AMENDMENT TO MEMBERSHIP INTEREST PURCHASE AGREEMENT

This First Amendment to the Membership Interest Purchase Agreement (the "First Amendment") is made and entered into as of this 9th day of May 2025 (the "Effective Date") by and among OrthoPediatrics Corp., a Delaware corporation ("Purchaser"), Kevin Unger ("Unger") and Dinze, LLC, an Ohio limited liability company ("DINZE"). Unger and DINZE are each referred to herein as a "Seller" and collectively as the "Sellers." All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the "Agreement" (as defined below).

Recitals

WHEREAS, the Purchaser and Sellers entered into a Membership Interest Purchase Agreement dated May 1, 2023 (the "Agreement"); and

WHEREAS, the Purchaser and Sellers wish to amend the Agreement in order to substitute unregistered OrthoPediatrics Stock for the cash portion of the payments owed to Sellers by Purchaser on the Second, Third and Fourth Anniversary Date(s) such that the entirety of the amounts owed to Sellers by Purchaser on the Second, Third, and Fourth Anniversary Date(s) shall be payable in shares of unregistered OrthoPediatrics Stock;

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

Part I. Amendatory Provisions.

1. Section 1.2(a)(iv)-(vi) of the Agreement shall be amended by substituting the following in lieu of the like existing provision:

Section 1.2 Purchase Price.

- (a) Price. The aggregate purchase price (the "Purchase Price") for the Membership Interest, which has been determined based on a "debt free/cash free" basis, shall be the sum of the following and paid as described therein:

* * *

- (iv) an aggregate Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) payable 100% in shares of unregistered OrthoPediatrics Stock within fifteen (15) days following the second anniversary of the Closing Date (the "Second Anniversary Date"), with the Pro Rata Portion being paid to each Seller on such date, provided that, in the case of Unger, he has maintained Continuous Service through such Anniversary Date;
 - (v) an aggregate Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) payable 100% in shares of unregistered OrthoPediatrics Stock upon the third anniversary of the Closing Date (the "Third Anniversary Date"), with the Pro Rata Portion being paid to each Seller on such date, provided
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that, in the case of Unger, he has maintained Continuous Service through such Anniversary Date; and

- (vi) an aggregate Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) payable 100% in shares of unregistered OrthoPediatrics Stock upon the fourth anniversary of the Closing Date (the "Fourth Anniversary Date"), with the Pro Rata Portion being paid to each Seller on such date, provided that, in the case of Unger, he has maintained Continuous Service through such Anniversary Date.
2. Section 1.2(c) of the Agreement shall be amended by substituting the following in lieu of the like existing provision:

Section 1.2 Purchase Price.

- (c) Determination of Shares. The number of shares of common stock of the Purchaser issued pursuant to each of clauses (iii), (iv), (v), and (vi) of Section 1.2(a) (collectively, the "Installment Stock") shall be calculated as follows: (1) the amount of the price to be paid in shares of OrthoPediatrics Stock (\$1,250,000.00 under subsection (iii) and \$2,500,000.00 under subsections (iv), (v) and (vi)), divided by (2) the volume-weighted average price over the thirty (30) trading days ending on the second Business Day prior to the applicable Anniversary Date, as reported by Bloomberg, L.P. In the event the shares of OrthoPediatrics Stock (or the common stock of any successor entity subject to the applicable undertakings hereunder following a Change of Control) are no longer listed on Nasdaq or another national securities exchange, the payments to be paid through issuance of shares of common stock shall be payable only in cash. The Purchaser will cause the Pro Rata Portion of Installment Stock to be entered in each Seller's name in the books and records of the Purchaser's duly authorized transfer agent, as of each applicable Anniversary Date, subject to the restrictions set forth in Section 8.2.

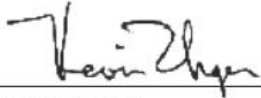
Part II. Continuing Effect.

All other terms, conditions, agreements, provisions, covenants, representations, warranties and indemnities set forth in the Agreement not specifically relating to those items explicitly modified by or otherwise disclosed in this First Amendment shall remain unchanged and shall continue in full force and effect. This First Amendment shall, whenever possible, be construed in a manner consistent with the Agreement; provided, however, in the event of any irreconcilable consistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control. Each party hereby agrees to cooperate with requests of the other party, which the other party deems reasonable, necessary, appropriate or expedient to carry out the intents and purposes of this First Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date. This Amendment may be executed in counterparts and each of which when taken together shall constitute one and the same instrument. Additionally, one or more counterparts of this Amendment may be delivered via facsimile transmission or electronic mail with the intention that they shall have the same effect as an original executed Amendment.

Sellers:



Kevin Unger

DINZE, LLC



By: _____

Shani Bhavsar

Printed: _____

Its: Owner

Purchaser:

OrthoPediatrics Corp.

By: Fred Hite

Printed: Fred Hite

Its: COO & CFO

