

Alphatec Holdings, Inc.
Form DEFM14A
February 12, 2010
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of the Securities

Exchange Act of 1934 (Amendment No.)

Filed by the Registrant x

Filed by a Party other than the Registrant "

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" Preliminary Proxy Statement

" **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

x Definitive Proxy Statement

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ALPHATEC HOLDINGS, INC.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

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PROXY STATEMENT

ALPHATEC HOLDINGS, INC.

5818 El Camino Real

Carlsbad, CA 92008

(760) 431-9286

Alphatec Holdings, Inc. has entered into a share purchase agreement under which we will purchase directly or indirectly approximately 95% of the issued and outstanding shares of Scient x S.A., or Scient x, which is a global medical device company based in Guyancourt, France that designs, develops and manufactures surgical implants to treat disorders of the spine. In addition, the Scient x shareholders have agreed to use their commercially reasonable efforts to cause the shareholders of Scient x who hold the remaining approximately 5% of the shares of Scient x that we are not purchasing pursuant to the share purchase agreement to sell to us those shares on substantially the same terms and conditions as set forth in the share purchase agreement, so that we will acquire 100% of the issued and outstanding shares of Scient x. Our acquisition of substantially all of the shares of Scient x is referred to as the Share Purchase. Following the Share Purchase, Scient x will be an indirectly owned subsidiary of ours.

We will issue 24,000,000 shares of our common stock in consideration for 100% of the outstanding shares of Scient x, which represents 45.7% of our voting shares prior to the issuance and will represent 31.4% of our voting shares following the issuance, based on our outstanding capital stock at February 9, 2010. The shares of our common stock being issued to the shareholders of Scient x pursuant to the share purchase agreement and any additional agreements to purchase the remaining approximately 5% of the shares of Scient x that we are not acquiring pursuant to the share purchase agreement are referred to in this proxy statement as the Shares or the Share Purchase Shares.

Our shares of common stock are listed on The NASDAQ Global Market under the symbol ATEC. As of December 23, 2009, the last trading day before the date of this proxy statement, the last sales price of our common stock, as quoted on The NASDAQ Global Market, was \$5.34.

This proxy statement has been prepared in connection with a special meeting of our stockholders to be held at the offices of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., which are located at 666 Third Avenue, 25th Floor, New York, NY 10076, on March 16, 2010 at 11:00 a.m., Eastern Standard time. At the special meeting, our stockholders will consider a proposal to approve the issuance of the Shares. Pursuant to applicable NASDAQ Marketplace Rules, the issuance of the Shares requires approval by a majority of the total votes cast at a special meeting of stockholders at which a quorum is present. Two of our principal stockholders, HealthpointCapital Partners, L.P. and HealthpointCapital Partners II, L.P., which hold approximately 38.1% of our voting shares, have agreed to vote in favor of the proposal.

This proxy statement sets forth more information about Alphatec, Scient x, the Scient x shareholders and the Share Purchase. **We encourage you to carefully read this proxy statement before voting, including the section entitled Risk Factors beginning on page 23.**

Sincerely,

Dirk Kuyper
President and Chief Executive Officer

This document is dated February 12, 2010, and is first being mailed to our stockholders on or about February 12, 2010.

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ALPHATEC HOLDINGS, INC.

5818 El Camino Real

Carlsbad, CA 92008

(760) 431-9286

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

To the stockholders of Alphatec Holdings, Inc.:

A special meeting of our stockholders will be held at the offices of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., which are located at 666 Third Avenue, 25th Floor, New York, NY 10076, on March 16, 2010 at 11:00 a.m., Eastern Standard time. At the special meeting, stockholders will consider and act upon the following matter:

the issuance of 24,000,000 shares of our common stock in consideration for 100% of the outstanding shares of Scient x. Pursuant to applicable NASDAQ Marketplace Rules, the issuance of shares of our common stock pursuant to the share purchase agreement and any additional agreements to acquire the remaining approximately 5% of the shares of Scient x that we are not acquiring pursuant to the share purchase agreement requires approval by a majority of the total votes cast at a special meeting of stockholders at which a quorum is present.

Our board of directors formed a special committee of disinterested directors to evaluate and, if appropriate, negotiate the proposed Share Purchase because two of our principal stockholders, HealthpointCapital Partners, L.P. and HealthpointCapital Partners II, L.P., which we refer to collectively as HealthpointCapital, and their affiliates hold approximately 39.5% of our voting shares and approximately 94.8% of the voting shares of Scient x as of February 9, 2010. Five of our directors, Mortimer Berkowitz III, John H. Foster, R. Ian Molson, Stephen E. O Neil and Stephen H. Hochschuler, M.D. are beneficial owners of or affiliated with HealthpointCapital, LLC, which is the ultimate parent of HealthpointCapital. The special committee retained its own legal counsel, obtained valuation advice and a fairness opinion from an independent investment bank, and negotiated the terms of the Share Purchase with the Scient x shareholders. The Special Committee unanimously determined that the terms of the Share Purchase are advisable, fair to, and in the best interests of our stockholders unaffiliated with HealthpointCapital. Upon the special committee's unanimous recommendation, our board of directors then unanimously determined that the terms of the Share Purchase are advisable, fair to, and in the best interests of, our stockholders unaffiliated with HealthpointCapital. The special committee and our board of directors believe that combining Scient x with Alphatec will create valuable synergies and scale that will benefit all stockholders and recommends that you approve the proposal described in the accompanying proxy statement.

After careful consideration, and upon the unanimous recommendation of a special committee of the disinterested directors, our board of directors has unanimously approved the proposal referred to above and concluded that it is advisable, fair to, and in the best interests of our stockholders unaffiliated with HealthpointCapital. The special committee and our board of directors unanimously recommend that our stockholders vote FOR the proposal referred to above.

Only those holders of our common stock of record as of the close of business on February 9, 2010 are entitled to notice of, and to vote at, the special meeting and at any adjournments thereof. A total of 52,543,972 shares of our common stock were issued and outstanding as of that date. Each share of common stock entitles its holder to one vote. HealthpointCapital, which holds approximately 38.1% of our voting shares, has agreed to vote in favor of the proposal.

The proxy statement accompanying this notice sets forth more information about us, Scient x, the Scient x shareholders, the Share Purchase and the interests of some of our directors and principal stockholders in the Share Purchase. The accompanying materials also provide instructions on how to vote your shares in person at the special meeting or by proxy.

Your vote is very important. At least a majority of all issued and outstanding shares of common stock entitled to vote at a meeting is required to constitute a quorum. Accordingly, whether you plan to attend the special meeting or not, we ask that you complete, sign, date and return the enclosed proxy card as soon as possible in accordance with the instructions on the proxy card. A pre-addressed, postage prepaid return envelope is enclosed for your convenience. In the event you are able to attend the meeting, you may revoke your proxy and vote your shares in person.

By order of the board of directors,
Ebun S. Garner, Esq.
General Counsel, Vice President and Secretary

February 12, 2010

Carlsbad, California

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QUESTIONS AND ANSWERS

The following questions and answers briefly address some commonly asked questions about the special meeting and this proxy statement. They may not include all the information that is important to you. You should carefully read this entire proxy statement, including the annexes and the other documents referred to herein.

Q: What will happen in connection with the Share Purchase?

A: We have entered into a share purchase agreement, or the Share Purchase Agreement, with certain direct and indirect shareholders of Scient x S.A. pursuant to which we will acquire, directly or indirectly, approximately 95% of the issued and outstanding shares of Scient x S.A., or Scient x. Scient x is a global medical device company based in Guyancourt, France that designs, develops and manufactures surgical implants to treat disorders of the spine. A copy of the Share Purchase Agreement is attached to this proxy statement at Annex B. In addition, HealthpointCapital has agreed to use its commercially reasonable efforts to cause the shareholders of Scient x who hold the remaining approximately 5% of the shares of Scient x that we are not purchasing to sell to us those shares substantially on the same terms and conditions as set forth in the Share Purchase Agreement, so that we will acquire 100% of the issued and outstanding shares of Scient x. Our acquisition of substantially all of the shares of Scient x is referred to as the Share Purchase. Following the Share Purchase, Scient x will be an indirectly owned subsidiary of ours.

We will issue 24,000,000 shares of our common stock in consideration for 100% of the outstanding shares of Scient x, which represents 45.7% of our voting shares prior to the issuance and will represent 31.4% of our voting shares following the issuance, based on our outstanding capital stock at February 9, 2010. The shares of our common stock being issued to Scient x shareholders pursuant to the Share Purchase Agreement and any additional agreements to purchase the remaining approximately 5% of the shares of Scient x that we are not acquiring pursuant to the Share Purchase Agreement are referred to in this proxy statement as the Shares or the Share Purchase Shares. The number of shares to be issued will be reduced by a certain number of shares calculated at the closing in exchange for our payment of certain fees and expenses incurred by HealthpointCapital in the Share Purchase, as described below under The Share Purchase Agreement Expenses and Reimbursement on page 71.

For a further discussion of the Share Purchase Agreement, see The Share Purchase Agreement beginning on page 62.

Q: Why are you receiving this proxy statement?

A: Our stock is listed on The NASDAQ Global Market. Rule 5635(a) of the NASDAQ Marketplace Rules requires listed companies to obtain stockholder approval of issuances of common stock in certain circumstances, including in connection with the acquisition of the stock or assets of another company, if:

the securities to be issued represent 20% or more of the number of shares of common stock outstanding before the issuance;

the common stock has or will have upon issuance voting power equal to or in excess of 20% of the voting power outstanding before the issuance of stock or securities convertible into or exercisable for common stock; and

any director, officer or substantial shareholder of the listed company has a 5% or greater interest (or such persons collectively have a 10% or greater interest), directly or indirectly, in the listed company or assets to be acquired or in the consideration to be paid in the transaction or series of related transactions and the present or potential issuance of common stock, or securities convertible into or exercisable for common stock, could result in an increase in outstanding common shares or voting power of 5% or more.

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You are being asked to approve the issuance of the Share Purchase Shares because the issuance implicates each of the circumstances listed above, and, pursuant to the Share Purchase Agreement, our stockholders' approval of the issuance of the Share Purchase Shares is a condition to closing the Share Purchase. We will hold a special meeting of our stockholders to obtain approval of the issuance of the Share Purchase Shares. This proxy statement contains important information about the special meeting, us, Scient x, the Scient x shareholders, the Share Purchase and the interests of some of our directors and principal stockholders in the Share Purchase, and you should read it carefully.

Q: Why is Alphatec proposing the Share Purchase?

A: We and Scient x believe that the acquisition will provide substantial strategic and financial benefits to the stockholders of both companies. We are seeking to grow our business, particularly in international markets and in the underserved market for conditions that affect the aging spine. Consistent with that objective, we have been focused on increasing our international distribution presence and acquiring intellectual property that can be commercialized for use in the aging spine market. Scient x has an established international market presence, with distribution representation or direct sales representatives in more than 50 countries. We believe that we will be able to capitalize on this international penetration by selling both our core products and our aging spine products through this distribution channel. In addition, Scient x is considered to be a pioneer in the area of dynamic fusion, which uses a semi-rigid rod to potentially increase the success rate for fusion surgery. We believe that the dynamic fusion product portfolio of Scient x is an important addition to our aging spine product line. In fact, we already have FDA approval to immediately begin selling the Scient x IsoBarTM semi-rigid rod with the Alphatec Zodiac[®] polyaxial pedicle screw. In addition, we believe that the business of Scient x will accelerate in the United States with access to our established marketing and sales infrastructure.

For a description of the other factors considered by the special committee of our board of directors in determining to recommend approval of the Share Purchase, see The Share Purchase Our Reasons for the Share Purchase beginning on page 48.

Q: Do our Special Committee and board of directors recommend voting in favor of the issuance of the Share Purchase Shares?

A: Yes. Our board of directors appointed a special committee of disinterested directors, who have no interest in Scient x or any entities affiliated with HealthpointCapital to evaluate and, if appropriate, negotiate the terms of the Share Purchase. We refer to them in this proxy statement as the Special Committee. The Special Committee unanimously determined that the terms of the Share Purchase are advisable, fair to, and in the best interests of our stockholders that are unaffiliated with HealthpointCapital. The Special Committee has unanimously recommended that you vote FOR approval of the issuance of the Share Purchase Shares. Based solely on the Special Committee's unanimous recommendation, our board of directors has also unanimously recommended that you vote FOR approval of the issuance of the Share Purchase Shares.

The reasons the Special Committee's recommendation are discussed in detail in The Share Purchase Our Reasons for the Share Purchase beginning on page 48.

Q: Is the Share Purchase a related person transaction?

A: Yes. HealthpointCapital and its affiliates in the aggregate hold approximately 39.5% of our voting shares and approximately 94.8% of the voting shares of Scient x as of February 9, 2010. Five of our directors, Mortimer Berkowitz III, John H. Foster, R. Ian Molson, Stephen E. O'Neil and Stephen H. Hochschuler, M.D., are beneficial owners of or affiliated with HealthpointCapital, LLC, which is the ultimate parent of HealthpointCapital. Our board of directors formed the Special Committee to evaluate and, if appropriate, negotiate the proposed Share Purchase. The Special Committee retained its own legal counsel, obtained valuation advice and a fairness opinion from an independent investment bank, and negotiated the terms of the Share Purchase with the Scient x shareholders.

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HealthpointCapital has agreed to vote in favor of the proposal.

For a further discussion of related persons, see [Alphatec Certain Relationships and Related Transactions](#) beginning on page 115.

Q: What will the Scient x shareholders receive as consideration for the Share Purchase?

A: We will issue 24,000,000 shares of our common stock in consideration for 100% of the outstanding shares of Scient x, which represents 45.7% of our voting shares prior to the issuance and will represent 31.4% of our voting shares following the issuance, based on our outstanding capital stock at February 9, 2010. Upon the closing of the Share Purchase, we will issue the Scient x shareholders their pro rata portion of the 24,000,000 shares, and upon the closing of any additional agreements to purchase the remainder of the approximately 5% of the shares of Scient x that we are not acquiring pursuant to the Share Purchase Agreement, we will issue an additional pro rata portion or portions of the 24,000,000 shares. The number of shares to be issued will be reduced by a certain number of shares calculated at the closing in exchange for our payment of certain fees and expenses incurred by HealthpointCapital in the Share Purchase, as described below under [The Share Purchase Agreement Expenses and Reimbursement](#) on page 71.

For a further discussion of the consideration payable to acquire the issued and outstanding shares of Scient x, see [The Share Purchase Share Purchase Consideration](#) on page 59.

Q: When does Alphatec expect to complete the Share Purchase?

A: Subject to satisfaction or waiver of all conditions, including approval of the issuance of the Share Purchase Shares at the special meeting, we expect to complete the Share Purchase no later than the fifth business day following the special meeting. We currently expect to complete the Share Purchase by the end of the first quarter of 2010.

For a description of the conditions to completion of the Share Purchase, see [The Share Purchase Agreement Conditions to the Completion of the Share Purchase](#) beginning on page 63.

Q: Are there risks you should consider in deciding whether to vote for the issuance of the Share Purchase Shares?

A: Yes. In evaluating whether to vote for the issuance of the Share Purchase Shares, you should carefully consider the factors discussed under the heading [Risk Factors](#) beginning on page 23.

Q: What vote is required by Alphatec stockholders to approve the issuance of the Share Purchase Shares?

A: Pursuant to applicable NASDAQ Marketplace Rules and our by-laws, the affirmative vote of a majority of the total votes cast at a special meeting at which a quorum is present is required to approve the issuance of the Share Purchase Shares. As of February 9, 2010, our directors and executive officers and their affiliates, including HealthpointCapital, were entitled to vote approximately 40.9% of our outstanding shares of common stock.

In addition, in the event that the Special Committee changes its recommendation regarding the Share Purchase, the affirmative vote of a majority of the shares of our common stock represented in person or by proxy and voting for, against or abstaining on such matter, and unaffiliated with HealthpointCapital, is also required to approve the issuance of the Share Purchase Shares.

Q: Has HealthpointCapital agreed to approve the issuance of the Share Purchase Shares?

A: Yes. HealthpointCapital, which holds approximately 38.1% of our voting shares, has agreed to vote its shares in favor of the issuance of the Share Purchase Shares.

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Q: Are there any restrictions on the Share Purchase Shares?

A: Yes. All of the shares of our common stock issued in the Share Purchase will be restricted securities and may not be sold absent registration under the Securities Act of 1933, as amended, which we refer to as the Securities Act, or pursuant to Rule 144 or another available exemption from registration.

In addition, we have entered into a corporate governance agreement with HealthpointCapital pursuant to which it has agreed generally not to, directly or indirectly, and subject to certain exceptions, effect, seek, offer or propose to effect or participate in any arrangement or scheme to acquire any of our securities, to join any group regarding any transaction to acquire our securities, or to make any public announcement with respect to, or submit an unsolicited proposal for or offer of (with or without condition), any extraordinary transaction involving us or our securities or assets. It has also agreed that it will not transfer or permit any of its affiliates or associates to transfer any of their shares of our common stock, except as provided in the agreement. The agreement is described below under the heading Corporate Governance Agreement beginning on page 75.

Q: Will the Scient x shareholders be entitled to any registration rights for their Shares?

A: Yes. In connection with the closing of the Share Purchase, we will enter into a registration rights agreement with the Scient x shareholders pursuant to which the Scient x shareholders will have registration rights under certain circumstances. The agreement is described below under the heading Registration Rights Agreement beginning on page 76.

Q: What do you need to do now?

A: We urge you to carefully read and consider the information contained in this document, including the annexes, and to consider how the Share Purchase, including the issuance of the Share Purchase Shares, will affect you as a stockholder. You should then vote as soon as possible in accordance with the instructions provided in this document and on the enclosed proxy card.

Q: When and where is the special meeting?

A: The special meeting of our stockholders will be held at the offices of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., which are located at 666 Third Avenue, 25th Floor, New York, NY 10076, on March 16, 2010 at 11:00 a.m., Eastern Standard time.

Q: How do you vote?

A: If you are a record holder, meaning your shares are registered in your name, you may vote:

- (1) *Over the Internet:* Go to the website of our tabulator, BNY Mellon Investor Services, at www.proxyvoting.com/atec. Use the vote control number printed on your enclosed proxy card to access your account and vote your shares. You must specify how you want your shares voted or your Internet vote cannot be completed and you will receive an error message. Your shares will be voted according to your instructions.
- (2) *By Telephone:* Call 1-800-540-5760 toll free from the United States, Canada and Puerto Rico, and follow the instructions on your enclosed proxy card. You must specify how you want your shares voted and confirm your vote at the end of the call or your

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telephone vote cannot be completed. Your shares will be voted according to your instructions.

- (3) *By Mail:* Complete and sign your enclosed proxy card and mail it in the enclosed postage prepaid envelope to . Your shares will be voted according to your instructions. If you do not specify how you want your shares voted, they will be voted as recommended by our board of directors.

- (4) *In Person at the Special Meeting:* If you attend the special meeting, you may deliver your completed proxy card in person or you may vote by completing a ballot, which we will provide to you at the meeting.

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If your shares are held in street name, meaning they are held for your account by a broker or other nominee, you may vote:

- (1) *Over the Internet or by Telephone:* You will receive instructions from your broker or other nominee if they permit Internet or telephone voting. You should follow those instructions.
- (2) *By Mail:* You will receive instructions from your broker or other nominee explaining how you can vote your shares by mail. You should follow those instructions.
- (3) *In Person at the Special Meeting:* Contact your broker or other nominee who holds your shares to obtain a brokers proxy card and bring it with you to the special meeting. **You will not be able to vote in person at the special meeting unless you have a proxy from your broker issued in your name giving you the right to vote your shares.**

Q: Will my shares be voted if I do not return my proxy card?

A: If your shares are registered in your name or if you have stock certificates, they will not be voted if you do not return your proxy card by mail or vote at the meeting as described above under How Do I Vote?

If you do not vote at the special meeting by submitting a proxy or otherwise, your shares will not be counted as present for the purpose of determining a quorum and will have no effect on the outcome of the proposal to approve the issuance of the Share Purchase Shares. If you submit a proxy card and affirmatively elect to abstain from voting, your proxy will be counted as present for the purpose of determining the presence of a quorum but will not be voted at the special meeting. As a result, your abstention will have no effect on the outcome of the proposal. If you hold shares in street name and do not instruct your broker how to vote your shares, your shares will not be voted at the special meeting because brokers do not have the authority to vote on the proposal absent instructions from you. Broker non-votes will have no effect on the outcome of the proposal. The proposal to be considered at the special meeting requires the affirmative vote of a majority of the votes cast at the special meeting.

Q: Can you change your vote after you have mailed your signed proxy?

A: Yes. If you want to change your vote, send our corporate secretary a later dated, signed proxy card before the special meeting or attend the special meeting and vote in person, or you may vote over the Internet or by telephone as only your latest Internet or telephone vote received before the special meeting will be counted. You may also revoke your proxy by sending written notice to our corporate secretary before the special meeting. If you have instructed your broker to vote your shares, you must follow your broker's directions in order to change those instructions.

Q: How many votes do you have?

A: Each share of our common stock that you own entitles you to one vote.

Q: Are you entitled to appraisal rights?

A: Our stockholders are not entitled to appraisal rights in connection with the proposal to be considered at the special meeting.

Q: Who will bear the costs of the proxy solicitation?

A: We will bear the costs of soliciting proxies, including the printing, mailing and filing of this proxy statement and any additional information furnished to stockholders. HealthpointCapital and our directors, officers and employees may also solicit proxies by telephone, email, facsimile and in person, without additional compensation. Upon request, we will reimburse brokerage houses and other custodians, nominees and fiduciaries for their reasonable out-of-pocket expenses for distributing proxy materials.

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Q: Whom should you call with questions?

A: If you have any questions about the Share Purchase or the proposal to be considered at the special meeting, or if you need additional copies of this document or the enclosed proxy, you should contact:

Investor Relations

Alphatec Holdings, Inc.

Telephone: (760) 494-6746

Facsimile: (760) 431-9823

E-mail: investorrelations@alphatecspine.com

Important Notice Regarding the Availability of Proxy Materials for the Special Meeting to Be Held on March 16, 2010.

The proxy statement is available on the Internet at <https://materials.proxvote.com/02081G>.

You may also obtain additional information about us from documents filed with the Securities and Exchange Commission by following the instructions under **Where You Can Find More Information on page 120.**

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SUMMARY TERM SHEET

This summary highlights only selected information from this proxy statement and may not contain all of the information that is important to you. To better understand the Share Purchase and the proposal being considered at the special meeting, you should carefully read this entire proxy statement, including the Consolidated Financial Statements of Scient x attached at Annex A, the Share Purchase Agreement attached at Annex B, the opinion of Thomas Weisel Partners LLC attached at Annex C, and the other documents to which we refer to or incorporate by reference in this proxy statement. You may obtain further information about us by following the instructions under the heading "Where You Can Find More Information" on page 120. We have included page references parenthetically to direct you to a more complete description of the topics presented in this summary.

The Share Purchase and the Share Purchase Agreement (see pages 36 and 62)

We have agreed to acquire, directly or indirectly, approximately 95% of the equity interests in Scient x from HealthpointCapital and certain of its affiliates pursuant to the Share Purchase Agreement.

In addition, HealthpointCapital has agreed to use its commercially reasonable efforts to cause the shareholders of Scient x who hold the remaining approximately 5% of the shares of Scient x that we are not purchasing pursuant to the Share Purchase Agreement to sell to us those shares on substantially the same terms and conditions as set forth in the Share Purchase Agreement, so that we will acquire 100% of the issued and outstanding shares of Scient x. Following the Share Purchase, Scient x will be an indirectly owned subsidiary of ours.

We will issue 24,000,000 shares of our common stock in consideration for 100% of the outstanding shares of Scient x, which represents 45.7% of our voting shares prior to the issuance and will represent 31.4% of our voting shares following the issuance, based on our outstanding capital stock at February 9, 2010. The shares of our common stock being issued to the shareholders of Scient x pursuant to the Share Purchase Agreement and any additional agreements to purchase the remaining approximately 5% of the shares of Scient x that we are not acquiring pursuant to the Share Purchase Agreement are referred to in this proxy statement as the Shares or the Share Purchase Shares. The number of shares to be issued will be reduced by a certain number of shares calculated at the closing in exchange for our payment of certain fees and expenses incurred by HealthpointCapital in the Share Purchase, as described below under "The Share Purchase Agreement Expenses and Reimbursement" on page 71.

The Share Purchase Agreement, which is the legal document governing the Share Purchase, is attached at Annex B to this document. You should read the agreement carefully and in its entirety.

Structure of Scient x and the Share Purchase

In this proxy statement, we refer to Scient x Groupe S.A.S., Scient x S.A. and the subsidiaries of Scient x S.A. collectively as Scient x unless specifically noted. Scient x S.A. is the primary operating company in the Scient x group of companies. Approximately 66.4% of Scient x S.A. is owned by Scient x Groupe S.A.S. Approximately 28.4% of Scient x S.A. is owned by an affiliate of HealthpointCapital. The remainder of Scient x S.A., approximately 5.2%, is owned by other shareholders that are unaffiliated with HealthpointCapital. Scient x Groupe S.A.S. is a holding company that is 100% owned by an affiliate of HealthpointCapital.

Under the Share Purchase Agreement, we have agreed to acquire 100% of the issued and outstanding shares of Scient x Groupe S.A.S. from HealthpointCapital, thereby indirectly acquiring approximately 66.4% of the issued and outstanding shares of Scient x S.A., and also to acquire approximately 28.4% of the issued and outstanding shares of Scient x S.A. directly from an affiliate of HealthpointCapital.

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The Acquired Business

Scient x Groupe S.A.S.

Scient x S.A.

Bâtiment Calypso Parc Ariane 3

5 rue Alfred Kastler

78280 Guyancourt, France

331 39 30 69 30

Scient x is a global medical device company based in Guyancourt, France that designs, develops and manufactures surgical implants to treat disorders of the spine. Scient x believes it is one of the largest independent spine companies outside of the United States.

Of central importance to Scient x's 20 year history in the spinal implant business are differentiated products used in spinal fusions, posterior dynamic fusion and cervical disc arthroplasty. The company's product offering includes the Isobar TTL and Isobar Evolution^M rods, which are semi-rigid rod technologies used in spinal fusion surgeries, as well as cervical and lumbar implants that are also used predominantly in spinal fusion surgeries. In addition, Scient x markets motion preservation products outside of the United States. Internationally, Scient x sells one of the only commercially available ceramic-on-ceramic cervical discs, the Discocerv[®], which has been implanted in over 3,000 patients since its launch in 2006.

The Scient x international distribution network consists of a direct sales force and independent distributors in approximately 50 countries, including the United States. The Scient x global surgeon education and training network augments its global distribution capabilities.

Parties to the Share Purchase

Alphatec Holdings, Inc.

5818 El Camino Real

Carlsbad, CA 92008

(760) 431-9286

We are a Delaware corporation. We were incorporated in March 2005. Our principal executive offices are located at 5818 El Camino Real, Carlsbad, California 92008.

We are a medical technology company focused on the design, development, manufacturing and marketing of products for the surgical treatment of spine disorders, with a focus on products that treat conditions that affect the aging spine. Our broad product portfolio and pipeline includes a variety of spinal disorder products and systems focused on solutions addressing the cervical, thoracolumbar, intervertebral, minimally invasive, vertebral compression fracture, poor bone quality, and spinal stenosis markets. Our principal product offerings are focused on the market for orthopedic spinal disorder solution products, which is estimated in the United States to be approximately \$5.8 billion in revenue in 2008 and is expected to grow more than 10% annually over the next three years. Our surgeons' culture emphasizes collaboration with spinal surgeons to conceptualize, design and co-develop a broad range of products. We have a state-of-the-art, in-house manufacturing facility that provides us with a unique competitive advantage, and enables us to rapidly deliver solutions to meet surgeons' and patients' critical needs. Our products and systems are made of titanium, titanium alloy, stainless steel and a strong, heat resistant, radiolucent, biocompatible plastic called polyetheretherketone, or PEEK. We also sell products made of allograft, a precision-milled and processed human bone that surgeons can use in place of metal and synthetic materials. We also sell bone-grafting products that are comprised of both tissue-based and synthetic materials. We believe that our products and systems have enhanced features and benefits that make them attractive to surgeons and that our broad portfolio of products and systems provide a comprehensive solution for

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the safe and successful surgical treatment of spine disorders. All of our implants that are sold in the United States that require United States Food and Drug Administration, or FDA, clearance have been cleared by the FDA and these products have been used in over 10,700 and 8,600 spine disorder surgeries in 2008 and 2007, respectively. In addition to selling our products in the United States, we also sell our products in Japan, the European Union, South America and Hong Kong.

HealthpointCapital Partners, L.P.

HealthpointCapital Partners II, L.P.

505 Park Avenue, 12th Floor

New York, NY 10022

(212) 935-7780

Founded in 2002 and headquartered in New York City, HealthpointCapital, LLC is a values-driven, research-based private equity firm exclusively focused on the musculoskeletal surgical implant sector. Its cumulative 100 years of experience in healthcare technology, research and investing enable it to help its clients capitalize on the explosive growth and unique investment opportunities in the musculoskeletal industry. The firm also publishes extensively on musculoskeletal technologies and industry activities. HealthpointCapital, LLC is the ultimate parent of HealthpointCapital Partners, L.P. and HealthpointCapital Partners II, L.P., which, collectively, are our largest stockholder.

Recommendations of the Special Committee and Our Board of Directors; Our Reasons for the Share Purchase (see pages 50 and 48)

After careful consideration, the Special Committee of our board of directors, which was delegated the authority to evaluate and, if appropriate, negotiate the proposed acquisition of Scient x, has unanimously determined that the terms of the Share Purchase are advisable, fair to and in the best interests of our stockholders that are unaffiliated with HealthpointCapital, has unanimously recommended that our board of directors approve the Share Purchase and the related agreements and transactions, has unanimously recommended that our board of directors recommend the Share Purchase and the related transactions, including the issuance of the Shares contemplated in the Share Purchase Agreement, to our stockholders, and has unanimously recommended that you vote FOR the issuance of the Shares contemplated in the Share Purchase, as described in this proxy.

Based solely upon the unanimous recommendations of the Special Committee, our board of directors has also unanimously determined that the terms of the Share Purchase are advisable, fair to and in the best interests of our stockholders unaffiliated with HealthpointCapital, has unanimously approved the Share Purchase and related agreements and transactions, and authorized us to enter into the Share Purchase Agreement, and has unanimously recommended that you vote FOR the issuance of the Shares contemplated in the Share Purchase, as described in this proxy.

The factors that our board of directors and the Special Committee relied upon to approve the Share Purchase and related transactions and to recommend stockholder approval are described in more detail under the heading The Share Purchase Our Reasons for the Share Purchase beginning on page 48 and Recommendations of the Special Committee and our Board of Directors beginning on page 50.

Opinion of the Special Committee s Financial Advisor Regarding the Share Purchase (see page 51)

In considering whether to recommend approval of the issuance of the Share Purchase Shares, the Special Committee received a written opinion of Thomas Weisel Partners LLC, or Thomas Weisel Partners, dated December 17, 2009, that the consideration to be paid by us pursuant to the Share Purchase is fair, from a financial point of view to us, as of the date of the opinion, the date the Share Purchase Agreement was signed.

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The full text of the written opinion of Thomas Weisel Partners is attached to this proxy statement at Annex C. You are encouraged to read the opinion carefully and in its entirety for a description of the assumptions made, procedures followed, matters considered and limitations on the review undertaken. Thomas Weisel Partners' opinion was delivered to the Special Committee and addresses only the fairness to us, from a financial point of view, of the consideration to be paid by us pursuant to the Share Purchase. The opinion does not address any other aspect of the proposed Share Purchase, nor does it constitute a recommendation to any stockholder as to how such stockholder should vote or act with respect to any matters related to the Share Purchase or the Share Purchase Agreement. You should carefully consider the discussion of Thomas Weisel Partners' analysis under the heading "The Share Purchase - Opinion of the Special Committee's Financial Advisor Regarding the Share Purchase" beginning on page 51.

Financial Projections (see page 111)

Neither we nor Scientix, as a matter of course, publish our respective business plans and strategies or make public projections as to future revenues, earnings, or other results other than our periodic revenue and earnings guidance. However, our management and Scientix's management prepared the respective prospective financial information set forth under "Selected Financial Projections" on page 111 of this proxy statement to present certain projections of financial performance for the respective companies, and these projections were provided to HealthpointCapital, the Special Committee, Thomas Weisel Partners and our board of directors in connection with their financial analysis of the proposed Share Purchase. The projections were prepared by management of the respective companies solely for the purpose of evaluating the Share Purchase.

This prospective financial information was not prepared with a view toward public disclosure or with a view toward complying with U.S. generally accepted accounting principles, or GAAP, the published guidelines of the Securities and Exchange Commission, or SEC, or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information, but, in the view of our and Scientix's management, was prepared on a reasonable basis, reflects the best estimates and judgments available as of the date of their preparation, and presents, to the best of each management's knowledge and belief, a potential course of action and potential future financial performance of the respective companies at the time the projections were prepared. However, this information is not fact and should not be relied upon as being necessarily indicative of future results, and readers of this proxy statement are cautioned not to place undue reliance on the prospective financial information.

Neither our nor Scientix's independent auditors, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information.

The assumptions and estimates underlying the prospective financial information are inherently uncertain and, though considered reasonable by our and Scientix's management, respectively, as of the date of its preparation, are subject to a wide variety of significant business, economic, and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the prospective financial information, including, among others, the risks and uncertainties described in "Risk Factors" and "Special Note Regarding Forward-Looking Statements." Accordingly, there can be no assurance that the prospective results are indicative of our future performance or that of the combined company or that actual results will not differ materially from those presented in the prospective financial information. Inclusion of the prospective financial information in this proxy statement should not be regarded as a representation by any person that the results contained in the prospective financial information will be achieved.

Neither we nor Scientix intends to update or otherwise revise the prospective financial information to reflect circumstances existing or events occurring, including changes in general economic or industry conditions, since its preparation, even if any or all of the underlying assumptions are shown to be in error.

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Interests of Certain Persons in the Share Purchase; Our Current Relationship with Certain of the Scientist x Shareholders (see page 59)

Two of our principal stockholders, HealthpointCapital Partners, L.P. and HealthpointCapital Partners II, L.P., which we refer to collectively as HealthpointCapital, and their affiliates indirectly hold approximately 94.8% of the shares of Scientist x. Accordingly, they will directly or indirectly receive shares of our common stock in connection with the Share Purchase proportional to their ownership interests in Scientist x. Five of our directors, Mortimer Berkowitz III, John H. Foster, R. Ian Molson, Stephen E. O Neil and Stephen H. Hochschuler, M.D. are beneficial owners of or affiliated with HealthpointCapital, LLC, which is the ultimate parent of HealthpointCapital. Our board of directors formed a Special Committee of disinterested directors to evaluate and, if appropriate, negotiate the proposed Share Purchase. The Special Committee retained its own legal counsel, obtained valuation advice and a fairness opinion from an independent investment bank, and negotiated the terms of the Share Purchase with the Scientist x shareholders. Upon the Special Committee's recommendation, our board of directors unanimously determined that the terms of the Share Purchase are advisable, fair to, and in the best interests of, our stockholders unaffiliated with HealthpointCapital. The board members affiliated with HealthpointCapital approved the transactions solely upon the Special Committee's unanimous recommendation. See "The Share Purchase - Interests of Certain Persons in the Share Purchase" beginning on page 59.

Vote Required to Approve the Issuance of the Share Purchase Shares; Voting Commitment (see page 32)

Pursuant to applicable NASDAQ Marketplace Rules and our by-laws, the affirmative vote of a majority of the total votes cast on the matter at the special meeting is required to approve the issuance of the Share Purchase Shares. HealthpointCapital, which holds approximately 38.1% of our voting shares, has agreed to vote in favor of the proposal.

Conditions to Completion of the Share Purchase (see page 63)

Several conditions must be satisfied or waived before we and the Scientist x shareholders complete the Share Purchase, including, but not limited to, those summarized below:

approval by our stockholders of the issuance of the Shares at the special meeting;

receipt of any required authorizations, consents, orders, approvals, actions or non-actions of a governmental authority, including compliance with or expiration of waiting periods under the Hart-Scott-Rodino Act and any other applicable antitrust laws;

receipt by each party of the waivers, permits, consents, approvals or other authorizations required to complete the Share Purchase, as specified in the Share Purchase Agreement;

filing by us of all filings required to be filed with NASDAQ;

accuracy of each party's respective representations and warranties in the Share Purchase Agreement;

compliance by each party with its covenants in the Share Purchase Agreement; and

absence of court orders or legal proceedings that would prevent the consummation of the Share Purchase or cause the Share Purchase to be illegal or impose material damages on the parties.

Termination of the Share Purchase Agreement Under Specified Circumstances (see page 70)

Under circumstances specified in the Share Purchase Agreement, either we or HealthpointCapital may terminate the Share Purchase Agreement and, as a result, the Share Purchase would not be completed. These include, but are not limited to, the following circumstances:

if our stockholders do not approve the issuance of the Shares;

if the Share Purchase is not consummated by April 17, 2010;

in certain circumstances, if certain covenants have been breached and not cured;

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in certain circumstances, if certain representations and warranties are, or have become, untrue or inaccurate;

if our board of directors or the Special Committee fails to recommend the issuance of the Shares or changes its recommendation in favor of the issuance of the Shares;

if we receive a superior proposal, provided we have not materially breached our obligations not to solicit acquisition proposals; or

by mutual written consent of us and HealthpointCapital.

We May Be Required to Pay a Termination Fee Under Specified Circumstances (see page 71)

Under certain circumstances, we may be required to pay a termination fee to HealthpointCapital equal to \$3.2 million.

U.S. Federal Income Tax Consequences of the Share Purchase

No gain or loss will be recognized by us or by holders of shares of our common stock as a result of the Share Purchase.

Anticipated Accounting Treatment

We will account for the Share Purchase as a purchase under U.S. generally accepted accounting principles, or GAAP. Under the acquisition method of accounting, the assets and liabilities of Scient x will be recorded as of the date of the closing of the Share Purchase, at their respective fair values, and consolidated with those of us. The results of operations of Scient x will be consolidated with ours beginning on the date of the Share Purchase.

Share Ownership of Directors and Executive Officers of Alphatec (see page 116)

As of February 9, 2010, our directors and executive officers and their affiliates, including HealthpointCapital, beneficially owned and were entitled to vote approximately 40.9% of the shares of our common stock outstanding on that date.

Regulatory Approvals (see page 60)

We are not aware of any governmental or regulatory approval required for completion of the Share Purchase, other than compliance with applicable antitrust laws and other regulatory requirements, compliance with applicable corporate laws of Delaware, compliance with state securities laws and the filing with The NASDAQ Global Market of a Notification Form for Listing Additional Shares and a Notification Form for Change in the Number of Shares Outstanding, with respect to the shares of our common stock to be issued to the Scient x shareholders pursuant to the Share Purchase Agreement.

The Hart-Scott-Rodino Antitrust Improvements Act, as amended, and the implementing regulations thereunder, which we refer to as the HSR Act, requires the parties to certain acquisitions and other transactions that meet specified minimum size requirements to file a notification with the U.S. Department of Justice, Antitrust Division, and the U.S. Federal Trade Commission, unless an exemption applies. HealthpointCapital and us are each expected to file a notification under the HSR Act concerning HealthpointCapital's acquisition of our voting securities in connection with the Share Purchase. Our acquisition of the shares of Scient x is exempt from notification requirements under the HSR Act, however, because Scient x is a French company with insufficient sales or assets in the United States. Accordingly, neither we nor Scient x are expected to make a notification under the HSR Act with respect to our acquisition of the shares of Scient x.

If any other governmental approvals or actions are required, we intend to try to obtain them. We cannot assure you, however, that we will be able to obtain any such approvals or actions.

Appraisal Rights

Appraisal rights are not available under the Delaware General Corporation Law with respect to the Share Purchase.

Table of Contents**SELECTED CONDENSED CONSOLIDATED****FINANCIAL DATA OF ALPHATEC**

Presented below is Alphatec's selected condensed consolidated financial data. The selected condensed consolidated statements of operations data for the years ended December 31, 2008, 2007 and 2006 and the selected condensed consolidated balance sheet data as of December 31, 2008 and 2007 have been derived from the audited consolidated financial statements of Alphatec contained in its Annual Report on Form 10-K for the fiscal year ended December 31, 2008, which is incorporated by reference into this proxy statement. The selected condensed consolidated statements of operations data for the years ended December 31, 2005 and 2004 and the selected condensed consolidated balance sheet data as of December 31, 2006 and 2005 have been derived from Alphatec's audited consolidated financial statements for such years, which have not been incorporated into this proxy statement by reference. The condensed consolidated statements of operations data for the nine months ended September 30, 2009 and 2008 and the condensed consolidated balance sheet data as of September 30, 2009 have been derived from Alphatec's unaudited condensed consolidated financial statements contained in its Quarterly Report on Form 10-Q for the quarter ended September 30, 2009, which are incorporated by reference into this proxy statement. The unaudited condensed consolidated financial statements of Alphatec have been prepared on the same basis as the audited consolidated financial statements and notes thereto, and reflect all adjustments which, in the opinion of management of Alphatec, are necessary for a fair statement of the results for the periods presented. All such adjustments are of a normal and recurring nature. You should read this selected historical financial data together with the financial statements that are incorporated by reference into this proxy statement and their accompanying notes and management's discussion and analysis of operations and financial condition of Alphatec contained in such reports. The historical results are not necessarily indicative of results to be expected for the year ending December 31, 2009, or in any future period.

	Successor Nine Months Ended September 30, 2009 2008 (In thousands, except per share amounts)	
Condensed Consolidated Statement of Operations Data:		
Revenues	\$ 95,550	\$ 72,866
Operating income (loss)	\$ (9,232)	\$ (23,635)
Net income (loss)	\$ (11,969)	\$ (24,230)
Accretion to redemption value of redeemable convertible preferred stock, Rolling common and Series C common stock	\$	\$
Net income (loss) available to common stockholders	\$ (11,969)	\$ (24,230)
Net income (loss) per common share:		
Basic	\$ (0.25)	\$ (0.52)
Diluted	\$ (0.25)	\$ (0.52)
Weighted-average shares used in computing net income (loss) per share:		
Basic	48,411	46,221
Diluted	48,411	46,221

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	Successor Year Ended December 31, 2008	Successor Year Ended December 31, 2007	Successor Year Ended December 31, 2006	Combined Year Ended December 31, 2005	Successor March 18, 2005 to December 31, 2005	Predecessor January 1, 2005 to March 17, 2005	Predecessor Year Ended December 31, 2004
(In thousands, except per share amounts)							
Condensed Consolidated Statement of Operations Data:							
Revenues	\$ 101,313	\$ 80,031	\$ 74,005	\$ 42,326	\$ 36,276	\$ 6,050	\$ 17,821
Operating income (loss)	(27,806)	(19,686)	(22,114)	(15,043)	(13,967)	(1,076)	178
Net income (loss)	(29,288)	(20,202)	(25,816)	(14,054)	(12,865)	(1,189)	509
Accretion to redemption value of redeemable convertible preferred stock, Rolling common and Series C common stock			(3,450)	(7,601)	(7,601)		
Net income (loss) available to common stockholders	(29,288)	(20,202)	(29,266)	(21,655)	(20,466)	(1,189)	509
Net income (loss) per common share:							
Basic	\$ (0.63)	\$ (0.54)	\$ (1.07)	\$ (1.19)	\$ (1.12)	\$ (0.13)	\$ 0.06
Diluted	\$ (0.63)	\$ (0.54)	\$ (1.07)	\$ (1.19)	\$ (1.12)	\$ (0.13)	\$ 0.05
Weighted-average shares used in computing net income (loss) per share:							
Basic	46,290	37,283	27,238	18,201	18,201	9,211	9,179
Diluted	46,290	37,283	27,238	18,201	18,201	9,211	9,620

Note: The Predecessor refers to Alphatec Spine, Inc. (formerly known as Alphatec Manufacturing, Inc.) prior to its acquisition by Alphatec Holdings, Inc. on March 18, 2005. The consolidated financial statements of the Predecessor include the accounts of Alphatec Spine, Inc. and its wholly owned subsidiaries, Alphatec Pacific, Inc., Milverton Limited and Nexmed, Inc. The Successor refers to Alphatec Holdings, Inc. and Alphatec Spine, Inc. and its wholly owned subsidiaries, Alphatec Pacific, Inc., Milverton Limited and Nexmed, Inc. The consolidated statements of operations for the period from March 18, 2005 to December 31, 2005 also includes the results of the Cortek business from September 9, 2005, the date Alphatec Spine, Inc. acquired substantially all of the assets of Cortek.

	As of September 30, 2009	2008	As of December 31, 2007 2006 2005		
(In thousands)					
Condensed Consolidated Balance Sheet Data:					
Cash and cash equivalents	\$ 14,110	\$ 18,315	\$ 25,843	\$ 16,943	\$ 2,180
Working capital	30,593	34,299	39,802	24,108	4,249
Total assets	164,305	155,548	147,240	129,277	109,139
Long-term debt, less current portion	23,724	26,488	1,954	3,111	1,728
Redeemable convertible preferred, Rolling common and Series C common stock					99,413
Redeemable preferred stock and common stock	23,605	23,605	23,612	23,703	
Total stockholders' equity (deficit)	75,252	71,469	94,850	74,996	(19,257)

Note: The balance sheet data of the Predecessor at December 31, 2004 is not presented because it is on a different basis of accounting and is not considered meaningful.

Table of Contents**SELECTED CONDENSED CONSOLIDATED****FINANCIAL DATA OF SCIENT X**

Presented below is Scient x's selected condensed consolidated financial data. The selected condensed consolidated statements of operations data for the years ended December 31, 2008 and 2007 and the selected condensed consolidated balance sheet data as of December 31, 2008 have been derived from the audited consolidated financial statements of Scient x included in this proxy statement at Annex A. The condensed consolidated statements of operations data for the nine months ended September 30, 2009 and 2008 and the condensed consolidated balance sheet data as of September 30, 2009 have been derived from Scient x's unaudited condensed consolidated financial statements included in this proxy statement at Annex A. The unaudited condensed consolidated financial statements of Scient x have been prepared on the same basis as the audited consolidated financial statements and notes thereto, and reflect all adjustments which, in the opinion of management of Scient x, are necessary for a fair statement of the results for the periods presented. All such adjustments are of a normal and recurring nature. You should read this selected historical financial data together with the financial statements that are included in this proxy statement and their accompanying notes and management's discussion and analysis of operations and financial condition of Scient x included elsewhere in this proxy statement. The historical results are not necessarily indicative of results to be expected for the year ending December 31, 2009, or in any future period.

	Successor Nine Months Ended September 30, 2009	Successor January 25, 2008 through September 30, 2008	Predecessor January 1, 2008 through January 24, 2008	Successor January 25, 2008 through December 31, 2008	Predecessor January 1, 2008 through January 24, 2008	Predecessor Year Ended December 31, 2007
(In thousands, except per share amounts and exchange rates)						
Condensed Consolidated Statement of Operations Data:						
Revenues	\$ 36,856	\$ 35,321	\$ 2,032	\$ 42,820	\$ 2,032	\$ 40,697
Operating (loss) income	(13,173)	(14,795)	485	(75,261)	485	(3,711)
Net (loss) income before noncontrolling interest	(11,887)	(11,124)	299	(72,093)	299	(3,671)
Net (loss) income attributable to the noncontrolling interest	(1,719)	(1,011)	94	(3,871)	94	708
Net (loss) income attributable to Scient x	(10,168)	(10,113)	205	(68,222)	205	(4,379)
Net (loss) income per common share attributable to Scient x shareholders:						
Basic and diluted	\$ (2.84)	\$ (3.17)	\$ 0.67	\$ (20.86)	\$ 0.89	\$ (1.25)
Weighted-average shares used in computing net (loss) income per share:						
Basic and diluted	3,580	3,195	305	3,270	230	3,500
Exchange rate from Euros to U.S. Dollars(1)	\$ 1.37	\$ 1.53	\$ 1.47	\$ 1.47	\$ 1.47	\$ 1.37

(1) The condensed consolidated statement of operations data has been converted from Euros to U.S. Dollars at the average daily exchange rate for each of the periods presented.

Note: In 2007, Scient x, formerly known as Ideal Medical Product S.A., was a public listed company in France active in the medical products engineering and implants businesses. HealthpointCapital Partners, L.P. had

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acquired a 33.01% interest in June 2004 in Scient x S.A. for a total consideration of approximately \$28.0 million. On November 16, 2007, Olivier Carli, then CEO of Scient x, and HealthpointCapital Partners II, L.P. signed a purchase and sale agreement involving the sale by Olivier Carli and Christian Carli of their interests totaling 61.32% of Scient x s share capital (and 61.14% of the voting rights) at a sale price of approximately \$28.90 per share for a total consideration of approximately \$111.0 million. As of January 25, 2008, HealthpointCapital and its affiliates owned 97.05% of the share capital and 96.89% of the voting rights of Scient x Groupe S.A.S.

As a result of the change in control, the purchase consideration and related costs paid by HealthpointCapital Partners, L.P. were recorded by Scient x Groupe S.A.S. and resulted in a new basis of accounting. Scient x s consolidated financial statements separate Scient x s 2008 financial year into two distinct periods to indicate the application of two different basis of accounting between the periods presented: (1) the period up to, and including, the January 24, 2008 acquisition date (labeled Predecessor) and (2) the period after that date (labeled Successor). The accompanying consolidated financial statements include a black line division which indicates that the Predecessor and Successor reporting entities shown are not comparable.

	Successor As of September 30, 2009	Successor As of December 31, 2008	Predecessor As of December 31, 2007
(In thousands, except exchange rates)			
Condensed Consolidated Balance Sheet Data:			
Cash and cash equivalents	\$ 6,435	\$ 1,648	\$ 3,262
Working capital	25,481	23,722	22,384
Total assets	123,387	123,337	53,752
Long-term debt, less current portion	4,957	489	1,513
Total shareholders equity	80,754	83,553	28,762
Exchange rate from Euros to U.S. Dollars(2)	\$ 1.46	\$ 1.41	\$ 1.47

- (2) The condensed consolidated balance sheet data has been converted from Euros to U.S. Dollars at the daily exchange rate at each balance sheet date.

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SELECTED UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL DATA

In accordance with Article 11 of Regulation S-X under the Securities Act, we have prepared a combined pro forma balance sheet as of September 30, 2009 and combined pro forma statement of operations for the nine months ended September 30, 2009 and the fiscal year ended December 31, 2008, giving effect to the Share Purchase. The following selected unaudited pro forma condensed combined financial data is designed to show how the acquisition by Alphatec of Scient x might have affected Alphatec s historical financial statements if the acquisition had been completed at an earlier time and was prepared based on the historical financial results reported by Alphatec and Scient x. The following should be read in connection with Unaudited Pro Forma Condensed Combined Financial Statements beginning on page 101 and Alphatec s audited consolidated financial statements, which are incorporated by reference into this proxy statement, and the Scient x audited consolidated financial statements, which are included in this proxy statement at Annex A.

The pro forma data in the tables assume that the Scient x acquisition is accounted for using the acquisition method of accounting and represents a current estimate based on available information of the company s results of operations for the periods presented. As of the date of this document, Alphatec has not completed the detailed valuation studies necessary to arrive at the required estimates of the fair value of Scient x s assets to be acquired and liabilities to be assumed and the related allocations of purchase price, nor has it identified all the adjustments necessary to conform Scient x s financial data to Alphatec s accounting policies. However, Alphatec has made certain adjustments to the historical book values of the assets and liabilities as of September 30, 2009 to reflect certain preliminary estimates of the fair values necessary to prepare the unaudited pro forma combined data. The fair value adjustments included in the unaudited pro forma condensed combined financial data represent management s estimate of these adjustments based upon currently available information. The preliminary Scient x purchase price allocation assigned value to certain identifiable intangible assets. Actual results may differ from this pro forma condensed combined financial data once Alphatec has determined the final purchase price for Scient x and has completed the detailed valuation studies necessary to finalize the required purchase price allocations and identified any necessary conforming accounting policy changes for Scient x. Accordingly, the final purchase price allocation, which will be determined subsequent to the closing of the acquisition, and its effect on results of operations, may differ materially from the pro forma combined amounts included in this section, although these amounts represent Alphatec management s best estimates as of the date of this document.

The unaudited pro forma condensed combined balance sheet data assumes that the Scient x acquisition took place on September 30, 2009 and combines Alphatec s historical consolidated balance sheet as of September 30, 2009 with Scient x s historical consolidated balance sheet as of September 30, 2009. The unaudited pro forma condensed combined statement of operations data for the year ended December 31, 2008 and for the nine months ended September 30, 2009 give effect to the Scient x acquisition as if it occurred on January 1, 2008.

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The following unaudited pro forma combined financial data should be read in conjunction with our audited and unaudited historical financial statements and those of Scient x and the unaudited pro forma combined financial statements and related notes included in this proxy statement at Annex A. The unaudited pro forma condensed combined financial data is presented for illustrative purposes only and is not necessarily indicative of the financial condition or results of operations of future periods or the financial condition or results of operations that actually would have been realized had the entities been a single company during these periods.

	Nine Months Ended September 30, 2009 (In thousands, except per share amounts)	12 Months Ended December 31, 2008 (Unaudited)
Statement of Operations Data:		
Revenues	\$ 132,406	\$ 146,165
Operating loss	\$ (17,907)	\$ (106,090)
Net loss before noncontrolling interest	\$ (20,146)	\$ (104,166)
Net loss attributable to the noncontrolling interest	\$ (1,719)	\$ (3,777)
Net loss	\$ (18,427)	\$ (100,389)
Net loss per common share-basic and diluted	\$ (0.25)	\$ (1.43)
Weighted-average shares used in computing net loss per share-basic and diluted	72,411	70,290
	As of September 30, 2009 (In thousands) (Unaudited)	
Balance Sheet Data:		
Cash and cash equivalents	\$ 20,545	
Working capital	58,304	
Total assets	327,883	
Long-term debt, less current portion	28,681	
Redeemable preferred stock and common stock	23,605	
Total stockholders' equity	193,243	

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The following tables set forth the historical net loss and book value per share of Alphatec and Scient x common stock and the unaudited pro forma combined net loss and book value per share. The unaudited pro forma combined net loss per share data reflects the acquisition of Scient x as if it had been consummated on January 1, 2008 and the unaudited pro forma combined book value per share data reflects the acquisition of Scient x as if it had been consummated on September 30, 2009.

The unaudited pro forma data in the tables assume that the Scient x acquisition is accounted for using the acquisition method of accounting and represents a current estimate based on available information of the combined companies' results of operations for the periods presented. As of the date of this proxy statement, Alphatec has not completed its detailed valuation studies necessary to arrive at the required estimates of the fair value of the Scient x assets to be acquired and liabilities to be assumed and the related allocations of purchase price, nor has it identified all the adjustments necessary to conform Scient x's data to Alphatec's accounting policies. However, Alphatec has made certain adjustments to the historical book values of the assets and liabilities as of September 30, 2009 to reflect certain preliminary estimates of the fair values necessary to prepare the unaudited pro forma combined data. The fair value adjustments included in the unaudited pro forma combined consolidated financial data represent management's estimate of these adjustments based upon currently available information. The preliminary Scient x purchase price allocation assigned value to certain identifiable intangible assets. Actual results may differ from this unaudited pro forma combined financial data once Alphatec has determined the final purchase price for Scient x and has completed the detailed valuation studies necessary to finalize the required purchase price allocations and identified any necessary conforming accounting policy changes for Scient x. Accordingly, the final purchase price allocation, which will be determined subsequent to the closing of the acquisition, and its effect on results of operations, may differ materially from the unaudited pro forma combined amounts included in this section, although these amounts represent Alphatec management's best estimates as of the date of this proxy statement.

The unaudited pro forma combined financial data is provided for illustrative purposes only and does not purport to represent what the actual consolidated results of operations or the consolidated financial position of Alphatec would have been had the acquisition of Scient x occurred on the date assumed, nor are they necessarily indicative of future consolidated results of operations or consolidated financial position.

The information below reflects the historical net loss and net book value per share of our common stock in comparison with the unaudited pro forma net loss and book value per share after giving effect to our acquisition of Scient x on a purchase basis. The information in the following tables is based on, and should be read together with, the Alphatec historical financial information contained in prior SEC filings, which are incorporated by reference into this proxy statement, the audited and unaudited financial statements of Scient x and the related notes at Annex A to this proxy statement, and the unaudited pro forma combined financial statements and related notes included elsewhere in this proxy statement.

	Nine Months Ended September 30, 2009	12 Months Ended December 31, 2008
Alphatec historical data:		
Net loss per common share-basic and diluted	\$ (0.25)	\$ (0.63)
Book value per share as of the end of the period(1)	\$ 1.43	\$ 1.51

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	Nine Months Ended September 30, 2009	Period from January 25, 2008 through December 31, 2008	Period from January 1, 2008 through January 24, 2008
Scient x historical data:			
Net (loss) income per common share attributable to Scient x shareholders-basic and diluted	\$ (2.84)	\$ (20.86)	\$ 0.89
Book value per share as of the end of the period(1)	\$ 19.18	\$ 21.11	\$ 6.39

	Nine Months Ended September 30, 2009	12 Months Ended December 31, 2008
Pro Forma combined data:		
Net loss per common share-basic and diluted(2)	\$ (0.25)	\$ (0.67)
Book value per share as of the end of the period(1)	\$ 2.52	

- (1) The historical book value per share is computed by dividing total shareholders' equity by the total number of shares of Alphatec or Scient x common stock outstanding at the end of the period. The pro forma combined book value per share is computed by dividing the pro forma combined stockholders' equity by the pro forma combined number of shares of Alphatec common stock outstanding as of September 30, 2009, assuming the acquisition had occurred as of that date.
- (2) Shares used to calculate the unaudited pro forma combined basic and diluted net loss per share are based on the sum of the following:
- a. The number of Alphatec weighted-average shares used in computing historical net loss per share, basic and diluted; and
 - b. The number of Alphatec common shares issued to the former Scient x shareholders as consideration for that acquisition.

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Our common stock is traded on The NASDAQ Global Market under the symbol ATEC.

The following table sets forth the high and low intraday sales prices of our common stock as reported on The NASDAQ Global Market for each of the periods set forth below.

	High	Low
2009		
First Quarter	\$ 3.02	\$ 1.14
Second Quarter	\$ 3.32	\$ 1.54
Third Quarter	\$ 5.21	\$ 2.97
Fourth Quarter	\$ 5.34	\$ 4.19
2008		
First Quarter	\$ 6.44	\$ 4.57
Second Quarter	\$ 5.51	\$ 4.08
Third Quarter	\$ 5.05	\$ 3.41
Fourth Quarter	\$ 5.00	\$ 1.51
2007		
First Quarter	\$ 5.00	\$ 3.53
Second Quarter	\$ 4.29	\$ 3.29
Third Quarter	\$ 4.27	\$ 3.42
Fourth Quarter	\$ 5.25	\$ 3.51

The last reported sale price of our common stock on The NASDAQ Global Market on December 31, 2009 was \$5.34 per share.

On December 16, 2009, the last trading day prior to announcement of the Share Purchase, the closing price of our common stock was \$5.01. Based on the issuance of 24,000,000 shares of our common stock to acquire 100% of the issued and outstanding shares of Scient x, the shareholders of Scient x would have realized approximately \$120.2 million. Because the market price of our common stock is subject to fluctuation, the value of the shares to be issued to the shareholders of Scient x pursuant to the Share Purchase Agreement and any additional agreements to purchase the remaining approximately 5% of the shares of Scient x that we are not acquiring pursuant to the Share Purchase Agreement may increase or decrease.

As of February 9, 2010, there were approximately 203 holders of record of an aggregate of 52,543,972 shares of our common stock. For detailed information regarding the beneficial ownership of our common stock see Security Ownership of Certain Beneficial Owners and Management of Alphatec beginning on page 116.

Market price data regarding Scient x is not provided as there is no public market for its equity.

Given the absence of a public trading market for the outstanding equity of Scient x, the foregoing per share market data may not provide meaningful information to you in determining whether to approve the issuance of the Share Purchase Shares. Our stockholders are urged to obtain current market quotations for our common stock and to carefully review the other information contained in this proxy statement or incorporated herein by reference in considering whether to approve the issuance of the Share Purchase Shares. See Where You Can Find More Information beginning on page 120.

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Dividends

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings for use in the operation and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors and will depend upon a number of factors, including our results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors our board of directors deems relevant.

Scient x has not declared a dividend in any of the last three fiscal years and currently intends to retain all available funds and any future earnings for use in the operation and expansion of Scient x s business. Scient x does not anticipate paying any cash dividends in the foreseeable future and is currently restricted from doing so pursuant to the terms of Scient x s lending arrangements with its primary lender.

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RISK FACTORS

*In addition to the other information included in this proxy statement, including the matters addressed under **Special Note Regarding Forward-Looking Statements**, you should carefully consider the following risks before deciding whether to vote for the issuance of the Shares in connection with the Share Purchase. You should also consider the other information in this proxy statement and the other documents and information incorporated by reference into this proxy statement, especially the other risk factors about us. See **Incorporation of Certain Documents by Reference** beginning on page 120 and **Where You Can Find More Information** beginning on page 120. Risks relating to Alphatec's business are described under **Risks Related to Alphatec**. Risks relating to the Scient x business are described under **Risks Related to the Combined Business Following the Share Purchase**.*

Risks Related to the Share Purchase

We will issue a large number of shares of common stock in connection with the Share Purchase, which will result in substantial dilution to our existing stockholders. Our stockholders may not realize a benefit from the Share Purchase commensurate with the ownership dilution they will experience in connection with the Share Purchase.

The consideration for our acquisition of Scient x consists of shares of our common stock. We will issue 24,000,000 shares of our common stock in consideration for 100% of the outstanding shares of Scient x, which represents 45.7% of our voting shares prior to the issuance and will represent 31.4% of our voting shares following the issuance, based on our outstanding capital stock at February 9, 2010. Our issuance of the Share Purchase Shares will result in substantial percentage dilution of our existing stockholders' ownership interests. Our issuance of the Share Purchase Shares may also have an adverse impact on our net income per share in fiscal periods that include (or follow) the closing of the Share Purchase.

If we are unable to realize the strategic and financial benefits currently anticipated from the Share Purchase, our stockholders will have experienced substantial dilution of their ownership interest without receiving commensurate benefit.

The actual value of the consideration we will pay to the Scient x shareholders may exceed the value allocated to it at the time we entered into the Share Purchase Agreement.

Under the Share Purchase Agreement, the number of shares of common stock we will issue as consideration at closing is fixed, and there will be no adjustment for changes in the market price of our common stock. Neither we nor the Scient x shareholders are permitted to "walk away" from the Share Purchase nor are we permitted to re-solicit the vote of our stockholders solely because of changes in the market price of our common stock between the signing of the Share Purchase Agreement and the closing. Our common stock has historically experienced significant volatility. Stock price changes may result from a variety of factors that are beyond our control, including changes in our business, operations and prospects, regulatory considerations and general market and economic conditions. The value of the shares we issue to acquire Scient x may be significantly higher at the closing than when we entered into the Share Purchase Agreement.

If the conditions to the closing of the Share Purchase are not met, the Share Purchase will not occur, which could adversely impact the market price of our common stock as well as our business, financial condition and results of operations.

Specified conditions must be satisfied or waived before the Share Purchase can be completed, including, without limitation, obtaining the requisite approval of our stockholders with respect to our proposed issuance of

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common stock in the Share Purchase. These conditions are summarized in the section in this proxy statement entitled "The Share Purchase Agreement – Conditions to the Completion of the Share Purchase" beginning on page 63 and are described in detail in the Share Purchase Agreement attached to this proxy statement at Annex B. We cannot assure you that each of the conditions will be satisfied.

If the conditions are not satisfied or waived in a timely manner and the Share Purchase is delayed, we may lose some or all of the intended or perceived benefits of the transaction which could cause our stock price to decline and harm our business. If the acquisition is not completed for any reason, our stock price may decline to the extent that the current market price reflects a market assumption that the Share Purchase will be completed.

In addition, we will be required to pay our costs related to the acquisition even if the Share Purchase is not completed, such as amounts payable to legal and financial advisors and independent accountants, and such costs are significant. All of these costs will be incurred whether or not the transaction is completed.

The integration of us and Scient x may not be completed successfully, cost-effectively or on a timely basis.

After completing the acquisition of Scient x, we will have significantly more assets and employees to manage than we did prior to the acquisition. The integration process will require us to significantly expand the scope of our operations and financial systems. Our management will be required to devote a significant amount of time and attention to the process of integrating the operations of us and Scient x. There is a significant degree of difficulty and management involvement inherent in that process. These difficulties include, among others:

the diversion of management s attention from the day-to-day operations of the combined company;

the management of a significantly larger company than before completion of the Share Purchase;

the assimilation of Scient x employees and the integration of two business cultures;

challenges in attracting and retaining key personnel;

the integration of information, accounting, finance, sales, billing, payroll and regulatory compliance systems;

challenges in keeping existing customers and obtaining new customers; and

challenges in combining product offerings and sales and marketing activities.

There is no assurance that we will successfully or cost-effectively integrate Scient x s operations with our own. For example, the costs of achieving systems integration may substantially exceed our current estimates. As a non-public, non-U.S. company, Scient x has not had to comply with the requirements of the Sarbanes-Oxley Act of 2002 for internal control and other procedures. Bringing its systems into compliance with those requirements may cause us to incur substantial additional expense. In addition, the integration process may cause an interruption of, or loss of momentum in, the activities of our business after completion of the acquisition. If our management is not able to effectively manage the integration process, or if any significant business activities are interrupted as a result of the integration process, our business could suffer and its results of operations and financial condition may be harmed.

Failure to complete the Share Purchase could harm our common stock price and future business and operations.

If the Share Purchase is not completed, we may be subject to the following risks:

the price of our common stock may decline;

we will not realize our expected benefits of the Share Purchase;

under certain circumstances we will be required to pay HealthpointCapital a termination fee of \$3.2 million; and

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the costs incurred by us, and certain costs incurred by the Scient x shareholders, related to the Share Purchase, such as certain accounting fees, must be paid by us even if the Share Purchase is not completed.

The Share Purchase may be completed even though material adverse changes may result from the announcement of the Share Purchase, industry-wide changes and other causes.

In general, either party can refuse to complete the Share Purchase if there is a material adverse change affecting the other party between December 17, 2009, the date of the Share Purchase Agreement, and the closing. However, certain types of changes do not permit either party to refuse to complete the Share Purchase, even if such change would have a material adverse effect on us or Scient x, including:

changes resulting from general political, business, economic or securities markets conditions or conditions generally affecting the spinal implant industry which do not disproportionately affect either Scient x or us, as applicable, relative to other participants in the spinal implant industry;

natural disasters, acts of war or other hostilities or terrorism;

the loss of customers, prospective customers, suppliers, prospective suppliers, employees, prospective employees, business relationships or prospective business relationship as a result of the announcement, pendency or consummation of the Share Purchase;

changes in any applicable accounting regulations or principles or the interpretation thereof; or

a failure to meet revenue, earnings or other projections, excluding any underlying effect that may have caused such change. If adverse changes occur but we and the Scient x shareholders still complete the Share Purchase, our stock price may suffer.

The market price of our common stock may decline as a result of the Share Purchase.

The market price of our common stock may decline as a result of the Share Purchase for a number of reasons including if:

we do not achieve the perceived benefits of the Share Purchase as rapidly or to the extent anticipated by financial or industry analysts;

the effect of the Share Purchase on our business and prospects is not consistent with the expectations of financial or industry analysts; or

investors react negatively to the effect on our business and prospects from the Share Purchase.

As shares of our common stock issued in the Share Purchase become eligible for resale, the sale of those shares could adversely impact our stock price.

All of the shares of our common stock issued in the Share Purchase will be restricted securities and may not be sold absent registration under the Securities Act or pursuant to Rule 144 or another available exemption from registration. We have agreed to enter into a registration rights agreement among us and the Scient x shareholders effective as of the closing date pursuant to which we will agree under certain circumstances to register for resale the Share Purchase Shares and all of our other shares held by the Scient x shareholders that are restricted from sale under the Securities Act, including all of our shares currently held by HealthpointCapital. Accordingly, the Share Purchase Shares, which represent a substantial number of shares of our common stock, will become eligible for resale 180 days after the closing date under Rule 144, and such shares and our other shares held by HealthpointCapital will become eligible for resale without restrictions if we file and have declared effective a

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registration statement with the SEC for the resale of such shares. Our stock price may suffer a significant decline as a result of the sudden increase in the number of shares sold in the public market or market perception that the increased number of shares available for sale will exceed the demand for our common stock.

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Risks Related to Alphatec

*Risks relating to our business are described in our Annual Report on Form 10-K for the year ended December 31, 2008 and our other SEC filings which are incorporated by reference into this proxy statement. See **Incorporation of Certain Documents by Reference** beginning on page 120 and **Where You Can Find More Information** beginning on page 120.*

Risks Related to the Combined Business Following the Share Purchase

*In addition to the other information included in this proxy statement, you should carefully consider the following risks before deciding whether to vote for approval of the issuance of the shares of our common stock in the Share Purchase. Risks related to Alphatec's business are described above under **Risks Related to Alphatec**. In the event the Share Purchase is completed, we will also face the following risks.*

We may face challenges in integrating our business with Scient x and, as a result, we may not realize the expected benefits of the proposed Share Purchase.

Even though our and Scient x's businesses are relatively distinct, integrating the operations and personnel of us and Scient x will require a significant investment of management's time and effort as well as the investment of capital, particularly with respect to information systems. The successful integration of us and Scient x will require, among other things, coordination of certain manufacturing operations and sales and marketing operations and the integration of Scient x operations into our organization. The diversion of the attention of our and Scient x's senior management and any difficulties encountered in the process of combining the companies could cause the disruption of, or a loss of momentum in, the activities of the combined business.

The inability to successfully integrate the operations and personnel of us and Scient x, or any significant delay in achieving integration, could have a material adverse effect on the combined business after the completion of the acquisition, and, as a result, on our cash flows, results of operations and financial position.

The future profitability, growth and success of our combined business will also depend on our ability to achieve further product cost reductions by our combined operations.

The future profitability and growth of our combined business depends upon our ability to achieve further product cost reductions by our combined operations, including improved operating and manufacturing efficiencies and marketing and research and development synergies. If product cost reductions are not achieved on a timely basis, the future profitability of our combined business will be delayed and may not be delivered.

The combined business will be subject to an increased risk of costly and damaging product liability claims and may not be able to maintain sufficient product liability insurance to cover claims against us.

With the expansion of our product offerings, the combined company will be subject to an increased risk of product liability claims. If any of our or Scient x's products is found to have caused or contributed to injuries or deaths, we could be held liable for substantial damages. Claims of this nature may also adversely affect our reputation, which could damage our position in the market. Although neither Alphatec nor Scient x has been a party to any material product liability claims, it is reasonably likely that the combined business will be party to future product liability claims. Although we maintain insurance, including product and excess liability insurance, we cannot provide assurance that any claim that may be brought against us will not result in court judgments or settlements in amounts that are in excess of the limits of our insurance coverage. Our insurance policies also have various exclusions, and we may be subject to a product liability claim for which we have no coverage. We will have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance.

Any product liability claim brought against the combined company, with or without merit, could result in the increase of our product liability insurance rates or the inability to secure additional insurance coverage in the

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future. A product liability claim, whether meritorious or not, could be time consuming, distracting and expensive to defend and could result in a diversion of management and financial resources away from our primary business, in which case our business may suffer.

We expect to increase the level of our insurance coverage following the completion of the proposed Share Purchase, however, future claims could exceed our applicable insurance coverage.

The combined companies will continue to maintain insurance for property and general liability, directors and officers liability, products liability, workers compensation and other coverage in amounts and on terms deemed adequate by management based on our expectations for future claims. Although we may increase the level of our insurance coverage following the completion of the Share Purchase, future claims could exceed our applicable insurance coverage, or in some instances our coverage may not cover the applicable claims.

We expect to incur significant costs associated with the proposed Share Purchase.

We estimate that we will incur direct transaction costs of approximately \$6.8 million in connection with the proposed Share Purchase. In addition, the combined business may incur charges to operations that we cannot currently reasonably estimate in the quarter in which the Share Purchase is completed or the following quarters to reflect costs associated with integrating the two businesses. There can be no assurance that the combined business will not incur additional charges relating to the transaction in subsequent periods, which could have a material adverse effect on our cash flows, results of operations and financial position.

The success of the combined business will depend on the services of each of our senior executives as well as certain key engineering, scientific, manufacturing, clinical and marketing personnel, the loss of whom could negatively affect the combined business.

Our success has always depended upon the skills, experience and efforts of our senior executives and other key personnel, including our research and development and manufacturing executives and managers. Following the completion of the Share Purchase, this will be even more important as we work to integrate our businesses. For both us and Scient x, much of our expertise is concentrated in relatively few employees, the loss of whom for any reason could negatively affect our business. The failure of key employees to remain with the combined business could be harmful to the success of the combined business. Competition for our highly skilled employees is intense and we cannot prevent the future resignation of any employee. Most of the combined business s employees have agreements which impose obligations that may prevent a former employee from working for a competitor for a period of time; however, these clauses may not be enforceable, or may be enforceable only in part.

The combined business will continue to require significant capital to build the business, and financing may not be available to us on reasonable terms, if at all.

The combined business will continue to require significant working capital for the manufacture of implants and instrumentation and marketing and research and development activities as well as the expansion and integration of Scient x s operations. If our existing resources are insufficient to satisfy our liquidity requirements, we may need to sell additional equity or debt securities. Any sale of additional equity or debt securities may result in additional dilution to our stockholders, and we cannot be certain that we will be able to obtain additional public or private financing in amounts, or on terms, acceptable to us, or at all.

Our financial projections are only estimates of future results and there is no assurance that we will achieve the results shown in the financial projections.

The financial projections included elsewhere in this proxy statement are only estimates of possible future operating results and not guarantees of future performance. The future operating results of the combined business will be affected by numerous factors, including those discussed in this Risk Factors section of this proxy

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statement. In addition, we and Scient x prepared the financial projections in good faith based upon assumptions. Although such assumptions are believed to be reasonable, no assurance can be given regarding the attainability of the projections or the reliability of the assumptions on which they are based. The projections are subject to the uncertainties inherent in any attempt to predict the results of operations for each of the businesses and the combined business, especially where new products and services are involved. Certain of the assumptions used will inevitably not materialize and unanticipated events will occur. Therefore, the actual results of operations are likely to vary from the projections and such variations may be material and adverse to us. We will conduct our business in a manner different from that set forth in the assumptions as changing circumstances may require.

Our executive officers and directors, together with their affiliates and related persons, own a large percentage of our voting common stock and could limit new stockholders' influence on corporate decisions or could delay or prevent a change in corporate control.

Our directors and executive officers and their affiliates, including HealthpointCapital, will beneficially own, in the aggregate, approximately 57.8% of our outstanding shares of common stock (not including options, warrants or other convertible securities) assuming the issuance of 24,000,000 shares of our common stock to acquire all of the issued and outstanding shares of Scient x, based on our outstanding capital stock at February 9, 2010. The interests of this group of stockholders may not always coincide with our corporate interests or the interests of other stockholders, and they may act in a manner with which you may not agree or that may not be in the best interests of other stockholders. This concentration of ownership may have the effect of:

delaying, deferring or preventing, or alternatively, accelerating or causing, a change in control of our company;

entrenching our management and/or board of directors;

impeding a merger, consolidation, takeover or other business combination involving our company; or

discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of our company.

Scient x was named as a defendant in a qui tam complaint, and despite the fact that the matter was dismissed without prejudice, the government continues to review the allegations raised in the complaint.

On August 13, 2009, a complaint filed under the qui tam provisions of the Federal False Claims Act, or the FCA, that had been filed by private parties against Scient x's subsidiary, Scient x USA, Inc., or Scient x USA, was unsealed by the United States District Court for the Middle District of Florida (*Hudak v. Scient x USA, Inc., et al.* (Civil Action No. 6:08-cv-1556-Orl-22DAB, U.S. District Court, W.D. Florida)). Such complaint alleged violations of the FCA arising from allegations that Scient x USA engaged in improper activities related to consulting payments to surgeon customers. Under the FCA, the United States Department of Justice, Civil Division, or DOJ, had a certain period of time in which to decide whether to intervene and conduct the action against Scient x USA, or to decline to intervene and allow the private plaintiffs to proceed with the case. On August 7, 2009, the DOJ filed a notice informing the court that it was declining to intervene in the case. On December 4, 2009, the private plaintiffs who filed the action moved the court to dismiss the matter without prejudice and the Attorney General consented to such dismissal on December 14, 2009.

The matter was dismissed without prejudice on December 15, 2009. Despite the dismissal of this matter, the DOJ is continuing its review of the facts alleged by the original plaintiffs in this matter. Scient x USA believes that its business practices were in compliance with the FCA and intends to vigorously defend itself with respect to the allegations contained in the qui tam complaint if further litigation is instituted. To date, Scient x USA has not been subpoenaed by any governmental agency in connection with the governmental review. The ultimate outcome of any governmental review is difficult to estimate. A negative outcome of a governmental review is likely to have a material effect on the combined business's cash flows, results of operations and financial position.

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If Scient x fails to comply with regulatory requirements, regulatory agencies may take action against it, which could significantly harm its business.

Scient x's products are subject to continual requirements and review by the FDA and other regulatory bodies. Even if Scient x receives regulatory approval for one of its products, the approval may be subject to limitations on the indicated uses for which the product may be marketed or to the conditions of approval or contain requirements for costly post-marketing testing and surveillance to monitor the safety or efficacy of the product. For example, on October 5, 2009, the FDA issued an order requiring manufacturers of certain spinal implant products, including Scient x USA, to conduct postmarket surveillance studies to develop additional safety and effectiveness data. As a result of this notice from the FDA, Scient x plans to conduct a postmarket study on its Isobar Evolution rod. In addition, the FDA recently issued a deficiency letter requesting additional data for the Isobar Evolution rod. Scient x plans to respond to the FDA and has received permission to continue marketing the products while addressing the FDA's request. If Scient x is not able to successfully satisfy the requests of the FDA for clinical information and/or data, Scient x may not be able to continue to market these products in the United States, which could have an impact on the combined business's cash flows, results of operations and financial position.

Scient x conducts a significant amount of its sales activity outside of the United States, which subjects it to additional business risks and may adversely affect the combined business's results of operations and financial condition due to increased costs.

During the year ended December 31, 2008 and the period September 30, 2009, Scient x derived approximately \$35.6 million, or 79.4% of its net sales and \$28.5 million, or 77.3% of its net sales, respectively, from sales of its products outside of the United States. The combined business intends to continue to pursue growth opportunities in sales internationally, which could expose it to additional risks associated with international sales and operations that we do not currently face. Scient x's international operations are, and the combined business's international operations will continue to be, subject to a number of risks and potential costs, including:

changes in foreign medical reimbursement policies and programs;

unexpected changes in foreign regulatory requirements;

differing local product preferences and product requirements;

diminished protection of intellectual property in some countries outside of the United States;

differing payment cycles;

trade protection measures and import or export licensing requirements;

difficulty in staffing, training and managing foreign operations;

differing legal regulations and labor relations;

potentially negative consequences from changes in tax laws (including potentially taxes payable on earnings of foreign subsidiaries upon repatriation); and

political and economic instability.

In addition, Scient x is subject to risks arising from currency exchange rate fluctuations, which could increase the combined business s costs and may adversely affect its results of operations. The U.S. dollar value of Scient x s foreign-generated revenues varies with currency exchange rate fluctuations. Measured in local currency, the majority of Scient x s foreign-generated revenues were generated in Europe. Significant increases in the value of the U.S. dollar relative to foreign currencies could have a material adverse effect on the combined business s results of operations. Scient x s consolidated net sales were negatively affected by approximately 1.3% during the year ended December 31, 2008 as a result of the impact of foreign currency translation.

Any of these factors may, individually or as a group, have a material adverse effect on the combined business s business, financial condition, results of operations and cash flows.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This proxy statement contains forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements of historical facts, included in this proxy statement regarding our strategy, future operations, future financial position, future revenues, financial projections and assumptions, projected costs, prospects and plans and objectives of management are forward-looking statements. The words anticipates, believes, estimates, expects, intends, may, plans, projects, will, would and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. We have based these forward-looking statements on our current expectations and projections about future events. Although we believe that the expectations underlying any of our forward-looking statements are reasonable, these expectations may prove to be incorrect and all of these statements are subject to risks and uncertainties. Should one or more of these risks and uncertainties materialize, or should underlying assumptions, projections or expectations prove incorrect, actual results, performance or financial condition may vary materially and adversely from those anticipated, estimated or expected. We have identified below some important factors that could cause our forward-looking statements to differ materially from actual results, performance or financial conditions:

our ability to market, commercialize and achieve market acceptance of any of our products or any product candidates that we are developing or may develop in the future;

our ability to successfully achieve and maintain regulatory clearance or approval for our products in applicable jurisdictions;

our estimates of market sizes and anticipated uses of our products, including without limitation the market size of the aging spine market and our ability to successfully penetrate such market;

our business strategy and our underlying assumptions about market data, demographic trends, reimbursement trends, pricing trends, and trends relating to customer collections;

trends related to the treatment of spine disorders, including without limitation the aging spine market;

our estimates regarding anticipated operating losses, future revenue, expenses, capital requirements, and liquidity;

our ability to control our costs, achieve profitability, and the potential need to raise additional funding;

our ability to maintain an adequate sales network for our products, including to attract and retain independent distributors;

our ability to enhance our international sales networks and product penetration;

our ability to attract and retain a qualified management team, as well as other qualified personnel and advisors;

our ability to enter into licensing and business combination agreements with third parties and to successfully integrate the acquired technology and/or businesses;

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our management team's ability to accommodate growth and manage a larger organization;

our ability to protect our intellectual property, and to not infringe upon the intellectual property of third parties;

our ability to meet the financial covenants under our and Scient x's credit facility;

our ability to conclude that we have effective disclosure controls and procedures;

our ability to establish the industry standard in clinical and legal compliance and corporate governance programs;

loss of key personnel;

liability resulting from litigation;

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failure to complete the Share Purchase or to realize the benefits of the proposed Share Purchase;

failure to successfully integrate us and Scient x;

liability resulting from a governmental review of our or Scient x s business practices; and

other factors discussed elsewhere in this proxy statement.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. We have included important factors in the cautionary statements included in this proxy statement, particularly in the section entitled Risk Factors beginning on page 23 that we believe could cause actual results or events to differ materially from the forward-looking statements that we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make. We do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

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THE SPECIAL MEETING OF ALPHATEC STOCKHOLDERS

General

We are furnishing this proxy statement to our stockholders in connection with the solicitation of proxies by our board of directors for use at the special meeting of stockholders to be held on March 16, 2010 and at any adjournment, postponement or continuation thereof. This document is first being furnished to our stockholders on or about February 12, 2010.

Date, Time and Place

The special meeting of our stockholders will be held at the offices of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., which are located at 666 Third Avenue, 25th Floor, New York, NY 10076, on March 16, 2010 at 11:00 a.m., Eastern Standard time.

Purpose of the Special Meeting

At the special meeting, our stockholders will consider and act upon the following matter:

the issuance of 24,000,000 shares of our common stock in consideration for 100% of the outstanding shares of Scient x.

Record Date, Shares of Common Stock Outstanding and Entitled to Vote

We have fixed the close of business on February 9, 2010, as the record date for determining the holders of our common stock entitled to notice of and to attend and to vote at the special meeting or at any adjournment thereof. As of the close of business on February 9, 2010, there were 52,543,972 shares of our common stock outstanding and entitled to vote. Each share of our common stock entitles its holder to one vote on each of the matters presented at the special meeting.

Quorum and Vote of Alphatec Stockholders Required

A quorum of stockholders is necessary to hold a valid meeting. The presence, in person or by proxy, of the holders of a majority of the outstanding shares of our common stock entitled to vote at the meeting is necessary to constitute a quorum at the meeting. Votes and abstentions of stockholders of record who are present at the meeting in person or by proxy are counted for purposes of determining whether a quorum exists.

The approval of the issuance of the Share Purchase Shares requires the affirmative vote of a majority of the total votes cast at the special meeting at which a quorum is present.

HealthpointCapital, which holds approximately 38.1% of our voting shares, has agreed to attend the special meeting in person or by proxy and to vote in favor of the proposal.

If you do not submit a proxy card or vote at the special meeting, your shares of common stock will not be counted as present for the purpose of determining a quorum and will have no effect on the outcome of the proposal to approve the issuance of the Share Purchase Shares.

Voting Instructions

The following section summarizes important information on how to vote your shares of common stock.

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Voting by Proxy

If you are a record holder, meaning your shares are registered in your name, you may vote over the Internet, by telephone, by mail or in person at the special meeting pursuant to the following instructions:

Over the Internet: Go to the website of our tabulator, BNY Mellon Investor Services, at www.proxyvoting.com/atec. Use the vote control number printed on your enclosed proxy card to access your account and vote your shares. You must specify how you want your shares voted or your Internet vote cannot be completed and you will receive an error message. Your shares will be voted according to your instructions.

By Telephone: Call 1-800-540-5760 toll free from the United States, Canada and Puerto Rico, and follow the instructions on your enclosed proxy card. You must specify how you want your shares voted and confirm your vote at the end of the call or your telephone vote cannot be completed. Your shares will be voted according to your instructions.

By Mail: Complete and sign your enclosed proxy card and mail it in the enclosed postage prepaid envelope to . Your shares will be voted according to your instructions. If you do not specify how you want your shares voted, they will be voted as recommended by our board of directors.

In Person at the Special Meeting: If you attend the special meeting, you may deliver your completed proxy card in person or you may vote by completing a ballot, which we will provide to you at the meeting.

Voting of Shares Held in Street Name

If your shares are held in street name, meaning they are held for your account by a broker or other nominee, you will receive instructions from your broker or other nominee regarding how to vote your shares over the Internet, by telephone or by mail. You should follow those instructions. If you wish to vote your shares in person at the special meeting, contact your broker or other nominee who holds your shares to obtain a brokers proxy card and bring it with you to the special meeting. **You will not be able to vote in person at the special meeting unless you have a proxy from your broker issued in your name giving you the right to vote your shares.**

Abstentions and Failure to Vote

If you do not vote at the special meeting by submitting a proxy or otherwise, your shares will not be counted as present for the purpose of determining a quorum and will have no effect on the outcome of the proposal to approve the issuance of the Share Purchase Shares. If you submit a proxy card and affirmatively elect to abstain from voting, your proxy will be counted as present for the purpose of determining the presence of a quorum but will not be voted at the special meeting. As a result, your abstention will have no effect on the outcome of the proposal. If you hold shares in street name and do not instruct your broker how to vote your shares, your shares will not be voted at the special meeting because brokers do not have the authority to vote on the proposal absent instructions from you. Broker non-votes will have no effect on the outcome of the proposal. The proposal to be considered at the special meeting requires the affirmative vote of a majority of the votes cast at the special meeting.

Voting of Proxies at the Special Meeting

All properly executed proxies that we receive prior to the vote at the special meeting, and that are not revoked, will be voted in accordance with the instructions indicated on the proxies or, if no direction is indicated, to approve the issuance of the Share Purchase Shares.

Properly executed proxies, other than proxies voting against the issuance of the Share Purchase Shares, will also be voted for any adjournment or postponement of our special meeting of stockholders for the purpose of soliciting additional votes to approve the issuance of the Share Purchase Shares, if necessary. Our board of directors does not currently intend to bring any other business before the special meeting and, so far as our board of directors knows, no other matters are to be brought before the special meeting. If other business properly comes before the special meeting, the proxies will vote in accordance with their own judgment.

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Copies of solicitation materials will be furnished to banks, brokerage houses, fiduciaries and custodians holding in their names shares of our common stock beneficially owned by others to forward to such beneficial owners. In addition to solicitation by use of the mails, proxies may be solicited by directors, officers, employees or agents of Alphatec in person or by telephone, telegram or other means of communication. No additional compensation will be paid to our directors, officers or other regular employees for such services.

Revocation of Proxies

Stockholders may revoke their proxies at any time prior to use by delivering to our corporate secretary a signed notice of revocation or a later-dated signed proxy, or by attending the special meeting in person and revoking the proxy by signing a notice of revocation. If you vote your shares over the Internet or by telephone, only your latest Internet or telephone vote will be counted at the special meeting. Attendance at the special meeting does not in itself constitute the revocation of a proxy. Stockholders who have instructed their broker to vote their shares of common stock must follow their broker's directions in order to change those instructions. You may also attend the special meeting in person instead of submitting a proxy; however, please see the instructions above under "Voting of Shares Held in Street Name" if you wish to vote such shares in person at the special meeting.

Solicitation of Proxies

We will pay for all costs incurred in connection with the solicitation of proxies from our stockholders on behalf of our board of directors, including assembly, printing and mailing of this document, its related attachments, and the proxy card. HealthpointCapital, our directors, officers and employees may solicit proxies by telephone, email, facsimile and in person, without additional compensation. Upon request, we will reimburse brokerage houses and other custodians, nominees and fiduciaries for their reasonable out-of-pocket expenses for distributing proxy materials.

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MATTER BEING SUBMITTED TO A VOTE OF ALPHATEC STOCKHOLDERS

Approval of the Issuance of the Share Purchase Shares

At the special meeting and any adjournment or postponement thereof, our stockholders will be asked to consider and vote upon a proposal to approve the issuance of 24,000,000 shares of our common stock in consideration for 100% of the outstanding shares of Scient x.

Further information with respect to the issuance of the Share Purchase Shares, the Share Purchase, Scient x and the Scient x shareholders is contained elsewhere in this proxy statement, including the sections The Share Purchase beginning on page 36 and The Share Purchase Agreement beginning on page 62.

THE SPECIAL COMMITTEE UNANIMOUSLY RECOMMENDS A VOTE FOR THE ISSUANCE OF THE SHARE PURCHASE SHARES.

UPON THE UNANIMOUS RECOMMENDATION OF THE SPECIAL COMMITTEE, OUR BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE FOR THE ISSUANCE OF THE SHARE PURCHASE SHARES.

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THE SHARE PURCHASE

The following is a description of the material aspects of the Share Purchase, including the Share Purchase Agreement. While we believe that the following description covers the material terms of the Share Purchase, the description may not contain all of the information that is important to you. We encourage you to carefully read this entire proxy statement, including the Share Purchase Agreement attached to this proxy statement at Annex B, for a more complete understanding of the Share Purchase.

Background of the Share Purchase

In October of 2008 our board of directors formed a Strategic Planning Committee to review our strategic opportunities. From October 2008 through the first quarter of 2009 the Strategic Planning Committee met from time to time.

In April 2009 our President and Chief Executive Officer, Dirk Kuyper contacted our Chairman of the Board, Mortimer Berkowitz, III and stated that he thought that our management should look into whether Scient x would be a good acquisition candidate for us. Mr. Berkowitz is also the president and a managing director of HealthpointCapital, LLC and a director of Scient x. Mr. Berkowitz agreed to have materials provided to Mr. Kuyper after a nondisclosure agreement had been executed.

On May 13, 2009, Scient x and Alphatec Spine, our operating subsidiary, entered into a confidentiality agreement relating to information to be provided by Scient x to Alphatec Spine. Scient x then provided limited financial information to us.

On June 19, 2009, there was a meeting of the Strategic Planning Committee that was also attended by Messrs. Kuyper, Eburn Garner, our General Counsel and Vice President and John McCormick, a managing director of HealthpointCapital, LLC. During such meeting, Mr. Kuyper gave a presentation on the benefits of acquiring Scient x. The Strategic Planning Committee then directed that this presentation be made to the board of directors at the upcoming meeting in June 2009.

On June 24, 2009, our board of directors held a special meeting, which was also attended by a representative of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., or Mintz Levin, our outside counsel, at which our board of directors considered a presentation by management regarding the possible acquisition of Scient x. During the meeting, Mintz Levin representatives reviewed the fiduciary duties of the board of directors and advised on the possible establishment of a special committee. Our board of directors reviewed the possible benefits of such an acquisition, including Scient x's strong international distribution, the Scient x product line, and the increased scale that the combined company would have. Our board of directors noted that this transaction would be a related party transaction, given the significant ownership by HealthpointCapital in us and its controlling ownership stake in Scient x, and because five of our directors are beneficial owners of or affiliated with HealthpointCapital and three of them are members of the board of directors of Scient x or its affiliate.

After discussion regarding the proposed transaction, our board of directors established a Special Committee of two directors, Siri Marshall and James Glynn, who were not affiliated with HealthpointCapital, to review, evaluate and investigate the possible acquisition and, if appropriate, to negotiate the terms of an acquisition of Scient x, to engage independent financial advisors, legal counsel and other experts as the Special Committee deemed necessary, to make such reports to the board of directors as the special committee deemed appropriate, to determine if any such transaction is fair to, and in the best interests of, our stockholders unaffiliated with HealthpointCapital, after execution of any agreement, to take such action as the agreement may contemplate by the Special Committee, including any recommendation regarding such transaction, and to exercise any other power or authority that may be otherwise exercised by the board of directors and that the Special Committee may determine is necessary or advisable to carry out and fulfill its duties.

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Subsequent to the formation of the Special Committee, the Special Committee was informed by Scient x that Mr. Berkowitz would be negotiating the potential transaction on behalf of HealthpointCapital.

On June 25, 2009, the Special Committee held a telephonic meeting. Mr. Berkowitz attended the meeting. Peter Wulff, our Chief Financial Officer, Messrs. Kuyper, Garner, McCormick, and a representative of Mintz Levin were also present at this meeting. The Special Committee discussed timing and process for the transaction, and received input from management about possible independent counsel and independent financial advisors for consideration by the Special Committee.

On June 26, 2009, the Special Committee met and appointed Ms. Marshall as chair of the Special Committee. The Special Committee discussed the engagement of independent counsel and independent financial advisors. Ms. Marshall and Mr. Glynn thereafter contacted various potential financial and legal advisors with respect to the transaction.

On June 30, 2009, the Special Committee had a telephonic meeting. The Special Committee met with representatives of DLA Piper LLP (US), or DLA Piper, who advised the Special Committee regarding its fiduciary duties under Delaware law in connection with the Special Committee s evaluation of the transaction, and provided additional legal advice regarding the potential transaction. The Special Committee had a separate telephonic meeting with Messrs. Kuyper and Garner, and discussed the progress toward engagement of a financial advisor and various timing issues. Thereafter, the Special Committee discussed legal representation for the Special Committee and decided to engage DLA Piper as independent legal counsel for the Special Committee.

On July 12, 2009, the Special Committee had a telephonic meeting with representatives of DLA Piper, who provided a further legal briefing on the Special Committee s fiduciary duties and the role and authority of the Committee. The Special Committee also discussed the process for engaging a financial advisor.

On July 13, 2009, the Special Committee held a telephonic meeting with representatives of DLA Piper and decided to engage Thomas Weisel Partners as the Special Committee s independent financial advisor.

On July 14, 2009, representatives of DLA Piper participated in a teleconference with representatives of HealthpointCapital, Covington & Burling LLP, or Covington, U.S. counsel for HealthpointCapital and Scient x, and Darrois Villey Maillot Brochier A.A.R.P., or Darrois, French counsel for HealthpointCapital and Scient x, to discuss the tax structure for the transaction and various diligence issues. Following this call, counsel for the respective parties had various teleconferences relating to the proposed tax structure, diligence matters and the creation of an electronic data room to facilitate the Special Committee s diligence requests.

On July 17, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. DLA Piper then discussed the Special Committee s fiduciary duties with regard to the proposed transaction, and the Special Committee discussed the fact that the transaction involved a potential change of control, given the significant number of shares of our common stock that could be issued in the transaction to HealthpointCapital. The Special Committee determined that it was appropriate to review the strategic alternatives available to us. The Special Committee requested that Thomas Weisel Partners provide the Special Committee with an independent review of our strategic alternatives. Thomas Weisel Partners provided its preliminary views regarding a possible transaction with Scient x. The Special Committee discussed the nature of the consideration for an acquisition and the diligence questions to be addressed at the scheduled management presentations.

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On July 20, 2009, the Special Committee held a meeting in Philadelphia. Representatives of DLA Piper, Thomas Weisel Partners and Morris Nichols Arshat & Tunnel, or Morris Nichols, Delaware counsel to the Special Committee, attended this meeting. Counsel provided a briefing on fiduciary duties of the Special Committee. Counsel also discussed possible governance terms that might be relevant to the transaction. The Special Committee discussed methods to evaluate whether a possible transaction for the acquisition of Scient x was the best available transaction for us and our shareholders. Thomas Weisel Partners reviewed a preliminary analysis of our current operating plan, as well as alternatives available to us, and preliminary valuation perspectives on the transaction, and confirmed their view that contribution analysis would be an important basis for valuation. Thomas Weisel Partners reviewed a preliminary contribution analysis as well as a range of potential relative ownership percentages for Scient x and our stockholders in the combined company based on various potential valuations of Scient x, and the purchase price multiples implied by various valuations. Thomas Weisel Partners also reviewed various precedent transactions.

On July 21, 2009, the Special Committee met in Philadelphia with representatives of Scient x, HealthpointCapital, and our management, as well as the parties' respective counsel and financial advisors. Management for the respective companies made presentations and responded to questions. The Special Committee then met with Mr. Kuyper, as well as representatives of DLA Piper and Thomas Weisel Partners. Mr. Kuyper discussed his views on Scient x, including possible opportunities and benefits, as well as potential risks, of an acquisition of Scient x. Mr. Kuyper noted Scient x's international distribution network, and the cost and time required for us to build a similar network, as well as Scient x's complementary products. He also discussed the benefits of scale and its importance in competitive positioning of the combined company. Mr. Kuyper discussed several other possible acquisition targets. Mr. Kuyper noted that although several of the alternative acquisition candidates offered interesting complementary products, none of the other acquisition candidates provided the extensive international distribution network offered by Scient x, and he discussed the potential value of such an international network for the combined company. He also discussed the possibility of us being acquired, and noted that we had not recently been contacted by any third party regarding an acquisition.

On July 23, 2009, DLA Piper and Morris Nichols had a telephone conference with Covington and Darrois. DLA Piper and Morris Nichols proposed various governance terms related to HealthpointCapital's receipt of additional shares in this transaction, and Covington provided initial input regarding these proposals.

On July 27, 2009, Ms. Marshall met with Mr. Berkowitz to discuss the transaction, including timing and governance issues.

On July 28, 2009, at a regular meeting of our board of directors, the Special Committee briefed the board of directors on the process undertaken by the Special Committee to date and the board of directors discussed the requirements that Scient x provide financial statements converted into GAAP, and the impact of this requirement on the timing of the transaction.

On July 28, 2009, the Audit Committee and Compensation Committee of our board of directors each approved compensation for the members of the Special Committee. The compensation was to be paid without regard to whether a transaction was consummated or not.

On July 28, 2009, the Special Committee held a telephonic meeting and representatives of DLA Piper and Thomas Weisel Partners attended the meeting. Ms. Marshall reviewed the topics discussed at the most recent meeting with HealthpointCapital. The Special Committee discussed the timing of the delivery of converted financial statements of Scient x. The Special Committee discussed HealthpointCapital's willingness to consider restricted voting stock, and the concerns HealthpointCapital had expressed as to the impact on deal certainty from a condition of approval of the transaction by the majority of unaffiliated stockholders, and discussed with counsel the ramifications of these provisions. The Special Committee also discussed the financial condition of Scient x, and the timing for Thomas Weisel Partners financial diligence on Scient x. Thomas Weisel Partners reviewed information relating to the spinal implant industry, various industry dynamics and the implications for us.

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On July 30, 2009, the Special Committee held a telephonic meeting with representatives of DLA Piper, Morris Nichols and Thomas Weisel Partners. Thomas Weisel Partners reviewed key issues and implications for an acquisition of Scient x, the competitive dynamics and increasing regulatory requirements in the spinal implant industry, industry participants' relative access to capital, and the benefits provided by access to international markets. Thomas Weisel Partners reviewed a variety of potential acquisition targets, their likely level of interest and their respective relative fit with our strategic priorities. The Special Committee discussed the strategic fit between our and Scient x's products, and Scient x's international distribution network, the scale achieved by such a transaction and the benefits of such scale. Thomas Weisel Partners provided advice regarding the acquisition environment and the difficulty obtaining financing for transactions, and the impact of these considerations on the possible relative value to our stockholders from a change of control or strategic business combination involving us at this time. The Special Committee considered the various alternatives and their relative merits, and the possible impact on shareholder value. The Special Committee concluded that no other available alternative transaction would offer as many strategic attributes as Scient x, given our strategic priorities, noting the scale of the combined company, Scient x's international distribution network and the complementary products provided by Scient x. The Special Committee concluded that the acquisition of Scient x provided the best means to enhance shareholder value currently available to us. The Special Committee requested that Thomas Weisel Partners conduct further diligence regarding the relative valuations of Scient x and us.

On August 6, 2009, the Special Committee held a telephonic meeting and discussed with Thomas Weisel Partners the progress toward a valuation analysis and requested that Thomas Weisel Partners participate in meetings between the respective management teams regarding synergies. The Special Committee requested that counsel prepare a comprehensive proposal of governance terms for the Special Committee's review.

On August 7, 2009, the managements of Scient x and us, Thomas Weisel Partners and representatives of HealthpointCapital had a telephonic meeting to discuss the two companies' projections and estimates of synergies from the acquisition.

On August 10, 2009, we and Scient x entered into a confidentiality agreement relating to our proprietary and confidential information. Also on that date the respective management, financial advisors and counsel of each of Scient x and us participated in a telephonic diligence session relating to our business.

On August 10, 2009, the Special Committee held a telephonic meeting and reviewed with representatives of DLA Piper and Morris Nichols a set of governance proposals.

On August 12, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners, DLA Piper, and Messrs. Kuyper and Wulff. Our management reviewed our revenue and financial forecasts. The Special Committee discussed the forecasts with our management in detail, and authorized the delivery of our forecasts to Scient x.

On August 14, 2009, HealthpointCapital sent a letter to the Special Committee proposing the acquisition of Scient x by us for approximately \$132 million of our common shares, or approximately 30.8 million shares of our common stock as of such date. Thomas Weisel Partners responded to Canaccord Adams Inc., or Canaccord, HealthpointCapital's financial advisor, advising that work was proceeding on valuation and the Special Committee would respond following the completion of its work.

On August 18, 2009, representatives of Thomas Weisel Partners, Canaccord, HealthpointCapital, Scient x and our management had a telephonic meeting to discuss the parties' respective financial models.

On August 18, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper and reviewed the results of diligence meetings with Scient x relating to the respective financial models, as well as a diligence meeting relating to us. DLA Piper reviewed the status of the corporate governance proposals and the other proposed acquisition terms.

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On August 19, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. Thomas Weisel Partners reviewed our and Scient x s stand-alone financials and the Special Committee discussed the trends for both companies. Thomas Weisel Partners then reviewed a contribution analysis, relative ownership splits and implied multiples at various ownership splits. Thomas Weisel Partners also reviewed an analysis of comparable companies and precedent transactions and a discounted cash flow analysis for Scient x.

On August 19, 2009, DLA Piper delivered the draft share purchase agreement and the draft corporate governance agreement, together with a summary term sheet, to Covington. Counsel for the respective parties negotiated the terms of the share purchase agreement and corporate governance agreement through December 17, 2009.

On August 20, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. Thomas Weisel Partners reviewed a revised preliminary valuation analysis taking into account input from our management and further information from its diligence. The Special Committee discussed a draft letter responding to HealthpointCapital s August 14 letter. Mr. Kuyper joined the meeting and provided his input on the valuation of the Scient x business, noting that he continued to favor the acquisition at the right price. The Special Committee discussed with Mr. Kuyper and its advisors the risks and benefits of the transaction. Mr. Kuyper advised the Special Committee that he favored the transaction due to the increased scale of the combined company, the international sales organization offered by Scient x, and Scient x s products, many of which were complementary to our products. The Special Committee discussed the strategic rationale of the transaction and its negotiation strategy.

On August 21, 2009, the Special Committee delivered a counterproposal to HealthpointCapital.

On the morning of August 24, 2009, representatives of Thomas Weisel Partners, Canaccord and HealthpointCapital met in New York to discuss the respective parties views on valuation and to review their models and clarify the methodologies used by each of their client s respective proposals. Also on August 24, 2009, Covington and DLA Piper discussed various issues relating to the proposed terms of the agreements. Later on August 24, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper to discuss the various meetings among the respective legal and financial advisors.

Later that day, HealthpointCapital delivered a letter to the Special Committee disagreeing with the Special Committee s valuation of Scient x, and providing a revised proposal on valuation.

On August 25, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. Thomas Weisel Partners reviewed a financial analysis of the parties respective proposals that had been delivered to date. The Special Committee discussed the implied purchase multiples and the accretion/dilution impact of the transaction on the combined company at various valuations and determined that an increase in the proposed valuation by the Special Committee would be warranted.

On August 26, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. The Special Committee discussed its proposed response to HealthpointCapital and the Special Committee s proposed valuation of Scient x. The Special Committee then discussed with counsel the ongoing diligence process and risks of Scient x s business. The Special Committee decided to offer a revised proposal to HealthpointCapital.

On August 27, 2009, representatives of DLA Piper and Thomas Weisel Partners met telephonically with Mr. Wulff and representatives of Ernst & Young LLP, our independent auditors, to discuss the impact of the transaction on our net operating loss carryforwards, and our management determined that there would be no likely adverse impact from the proposed transaction. Subsequently the Special Committee delivered a letter to

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HealthpointCapital proposing an acquisition of Scient x in accordance with the revised terms the Special Committee had approved on the prior day, and noted that other issues required resolution as part of the negotiations.

On August 28, 2009, HealthpointCapital sent a letter to the Special Committee rejecting the Special Committee s most recent proposal.

On August 28, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper to discuss the HealthpointCapital response and Thomas Weisel Partners relayed a conversation with Canaccord regarding the HealthpointCapital response. The Special Committee discussed the various points raised in the letter and the views of the Special Committee and its advisors as to the various issues raised by HealthpointCapital. The Special Committee also received a diligence report regarding, among other things, a qui tam complaint that had been filed against the U.S. subsidiary of Scient x under the Federal False Claims Act alleging that the Scient x subsidiary engaged in improper activities related to consulting payments to surgeon customers (as described in the Risk Factors section of this proxy statement under the heading Scient x was named as a defendant in a qui tam complaint, and despite the fact that the matter was dismissed without prejudice, the government continues to review the allegations raised in the complaint on page 28).

On September 1, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper and discussed input from Mr. Kuyper regarding the merits of the transaction and Scient x s valuation. Thomas Weisel Partners provided a revised analysis of the transaction and the accretion/dilution analysis, based on various assumed levels of synergies, and various ownership splits and revenue multiples based on these revised assumptions. The Special Committee discussed with its advisors a possible working capital adjustment and the capital needs of the combined company.

On September 3, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. Ms. Marshall reported on the conversation she had with Mr. Berkowitz on the transaction the previous day. Thomas Weisel Partners reviewed a revised preliminary valuation analysis, noting revised working capital assumptions. DLA Piper advised on the status of the draft agreements. The Special Committee concluded that a meeting on valuation should be deferred until the parties could achieve closer alignment on the other deal terms.

On September 11, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. Ms. Marshall indicated that she had been invited to an in-person meeting with HealthpointCapital representatives that day and would attend the meeting. DLA Piper reviewed the key open business issues with the Special Committee. The Special Committee discussed the market trends relating to such terms, and various potential compromises that would address our concerns. DLA Piper provided the Special Committee with a briefing on various matters disclosed in diligence. Later that day, Ms. Marshall met with representatives of HealthpointCapital in New York City to discuss the open business issues.

On September 13, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper and reviewed HealthpointCapital s positions, as well as a proposed compromise on various terms prepared by the advisors. The Special Committee determined to offer two counterproposals: first, a proposal for an acquisition of Scient x, assuming HealthpointCapital was willing to provide post-closing indemnification, and a second proposal for an acquisition of Scient x, in the event HealthpointCapital would not agree to indemnification.

On September 15, 2009, Ms. Marshall had telephone conferences with Mr. Berkowitz to review the Special Committee s views on valuation and proposed transaction terms.

On September 15, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. The Special Committee decided to send a counterproposal to HealthpointCapital, with indemnification, and an alternative counterproposal without indemnification.

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On the morning of September 16, 2009 the Special Committee delivered a letter to HealthpointCapital with the two alternative counter proposals. The Special Committee also required a condition for the approval of the transaction by a majority of the unaffiliated stockholders voting on the transaction in the event of a change of recommendation by the Special Committee. The letter also proposed a standstill and restrictions on transfer for HealthpointCapital, a standing committee of unaffiliated directors, sought certain assurances regarding the participation of minority shareholders in the transaction, and provided a proposal for a working capital adjustment for the transaction.

On September 18, 2009, HealthpointCapital sent a counterproposal, without indemnification, to the Special Committee. HealthpointCapital also responded to the various governance proposals and indicated that any working capital adjustment should be reciprocal.

On September 20, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper to discuss HealthpointCapital's response. The Special Committee discussed the tradeoff between indemnification and valuation, and the overall valuation of the Scientix business. The Special Committee discussed the accretion available to the combined business at the valuation proposed by HealthpointCapital.

On September 21, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. The Special Committee considered a possible counterproposal and the need to negotiate further on the legal terms, including the governance proposals and particularly the need for a condition on a vote of the unaffiliated shareholders in the event of a change of recommendation. The Special Committee concluded that HealthpointCapital's latest proposal was likely the lowest price HealthpointCapital would agree to and that such price was accretive to us. Following such decision, the Special Committee concluded that it should focus on negotiating improvements in the terms of the governance proposals, including the vote by unaffiliated stockholders on a change of recommendation, and also seek a working capital adjustment.

On September 22, 2009, Ms. Marshall and Mr. Berkowitz participated in a telephone conference about the proposed terms for the transaction. Ms. Marshall communicated the Special Committee's willingness to agree to the consideration proposed in the latest HealthpointCapital proposal, provided HealthpointCapital could agree that the governance proposals would remain in effect until HealthpointCapital ownership was reduced to the level of ownership prior to the transaction, that the unaffiliated stockholders would have the right to approve the transaction in the event the Special Committee changed its recommendation, and that there would be a working capital adjustment consistent with the Special Committee's prior proposal.

On September 23, 2009, Covington called DLA Piper to communicate a response to the Special Committee's proposal. Covington advised that HealthpointCapital was willing to agree to a condition for approval of the transaction by a majority of the unaffiliated shares present and voting on the transaction in the event that the Special Committee changed its recommendation on the transaction, assuming the Special Committee had accepted the proposals in the Covington draft of the share purchase agreement related to the Special Committee's fiduciary termination right and the termination fee being 3%. DLA Piper made a counterproposal of a 2.5% termination fee. Covington also advised that HealthpointCapital's proposal assumed that in the event of a change of recommendation followed by a no vote, HealthpointCapital would still have the right to terminate and receive the termination fee. Covington confirmed that all governance provisions relating to the standstill and restrictions on transfer would remain in effect until HealthpointCapital's ownership was reduced to pre-transaction levels. In addition, Covington advised that in exchange for these agreements, HealthpointCapital proposed that there would be no working capital adjustment. Later that day, Ms. Marshall and Mr. Berkowitz discussed the proposal and confirmed HealthpointCapital's agreement with the terms as outlined and each agreed to a 2.75% termination fee.

Later on September 23, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. Thomas Weisel Partners reviewed an updated valuation analysis with

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the Special Committee, noting that at various assumed levels of synergies the transaction remained accretive to the combined company and that the implied revenue multiples for the Scient x business were below those applied to us.

On September 24, 2009, Ms. Marshall and Mr. Berkowitz agreed to the price and other terms discussed on September 22 and September 23, 2009.

On September 29, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper, as well as Mr. Wulff. The Special Committee discussed with its advisors a request from Scient x that we reimburse Scient x for half of the fees associated with the conversion of Scient x s financial statements to GAAP. The Special Committee determined that we would reimburse Scient x for 50% of the conversion expenses if the share purchase agreement was signed. The Special Committee then discussed a proposal to address outstanding Scient x options.

On October 2, 2009, the Special Committee held a telephonic meeting with representatives of Thomas Weisel Partners and DLA Piper. DLA Piper reviewed the revised agreements. The Special Committee reviewed diligence reports.

On October 5, 2009, the Special Committee held a telephonic meeting with representatives of DLA Piper and Thomas Weisel Partners, as well as Messrs. Kuyper and Garner. DLA Piper reviewed the open issues in the agreements, and the Special Committee provided input on these issues. The Special Committee continued the discussion of the matters disclosed in the diligence process and determined that further information would be required before the Special Committee could finalize the terms of the acquisition. The Special Committee requested that Mr. Garner conduct further diligence, with assistance from DLA Piper.

On October 6, 2009, Covington called DLA Piper to propose a resolution of the open issues, including a proposal on the sharing of transaction expenses, with the expenses being borne under the proposal by the stockholders of Scient x to be paid by a reduction in the shares to be issued in the transaction. HealthpointCapital agreed to commence the standstill at the signing of the agreement, and agreed to define unaffiliated stockholders for purposes of the condition in the event of a change of the Special Committee s recommendation to exclude our officers and directors.

On October 12, 2009, the Special Committee held a telephonic meeting. Representatives of DLA Piper, Thomas Weisel Partners and Messrs. Kuyper, Wulff and Garner were present at the meeting. DLA Piper reviewed the proposals made by HealthpointCapital and the Special Committee determined that these proposals were acceptable. The Special Committee received a briefing on the status of the conversion of the Scient x financial statements and learned that these would not likely be available until mid-November. DLA Piper and management provided a briefing on various diligence issues.

On October 16, 2009, the Special Committee held a telephonic meeting and representatives of DLA Piper, Thomas Weisel Partners and Messrs. Kuyper, Wulff and Garner were present at the meeting. The Committee reviewed the status of the agreements and received an update from Mr. Wulff concerning the status of the SEC s position on the presentation of Scient x financial statements. The Special Committee received a briefing on certain Scient x diligence matters. The Special Committee discussed timing and process to finalize the agreements and approve the transaction, including the requirement of a fairness opinion, and completion of diligence and disclosure schedules. Later that day Covington provided a draft registration rights agreement to DLA Piper.

On October 27, 2009, DLA Piper called Covington to discuss the agreements. Also on that day Messrs. Kuyper and Garner received an update from Scient x management concerning the status of a diligence matter.

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On October 28, 2009, the Special Committee held a telephonic meeting and representatives of DLA Piper, Thomas Weisel Partners and Messrs. Kuyper and Garner were present at the meeting. DLA Piper reviewed the proposals relating to deal expenses and the standstill, and summarized the proposed terms of the registration rights agreement. DLA Piper and management reviewed additional diligence matters. The Special Committee requested a summary of Scient x's third quarter results. Later that day Messrs. Kuyper and Garner attended a diligence briefing with Scient x, HealthpointCapital and counsel for Scient x.

On October 29, 2009, the Special Committee held a telephonic meeting and representatives of DLA Piper, Thomas Weisel Partners and Messrs. Kuyper and Garner were present at the meeting. Mr. Garner reported on the status of the conversion of Scient x financials and noted that these would not likely be available until early to mid-December. Mr. Kuyper indicated that he would provide the third quarter financials to the Special Committee and its advisors for review. Mr. Garner reviewed the results of a diligence briefing he had with Scient x's management and counsel.

On November 3, 2009, the Special Committee held a telephonic meeting and representatives of DLA Piper, Thomas Weisel Partners and Messrs. Kuyper and Garner were present at the meeting. The Special Committee reviewed a briefing for our board of directors regarding the transaction. Mr. Kuyper reviewed a proposal to be presented to the Compensation Committee pursuant to which certain executive officers and directors would be requested to waive the potential acceleration of restricted stock and options which might occur as a result of the transaction. Thomas Weisel Partners reviewed with the Special Committee the Scient x third quarter results. Mr. Kuyper indicated they were in line with expectations. The Special Committee provided further input to counsel on various open issues in the agreements.

On November 5, 2009, our board of directors met in New York City. Ms. Marshall reported to the board of directors on the current status of the negotiations, and reviewed the material terms of the agreements. Mr. Garner reviewed with the board of directors various diligence matters.

During the period from November 5, 2009 through December 17, 2009, counsel conducted further diligence on Scient x, and negotiated outstanding issues in the various agreements.

On December 2, 2009, the Special Committee met with DLA Piper, Thomas Weisel Partners and Mr. Garner to discuss the status of the agreements and the status of the diligence review. The Special Committee reviewed various issues in connection with the registration rights agreement. The Special Committee considered various issues relating to the expense reimbursement provision, and proposed a collar for the share price to be used to determine the reduction in shares. The Special Committee considered a proposed option to be granted to one of our directors, R. Ian Molson, who also served on the Scient x board of directors and recommended that our board of directors grant the option to be effective at closing as consideration for Mr. Molson's service as a director on our to-be-formed European operating subsidiary and that the vesting of such option tied to Mr. Molson's service as a director of such subsidiary. Mr. Garner reported on diligence matters.

On December 4, 2009 the relator-plaintiff made a motion to dismiss the qui tam matter relating to the U.S. subsidiary of Scient x without prejudice.

On December 9, 2009, the Special Committee met with DLA Piper, Thomas Weisel Partners and Messrs. Kuyper and Garner to discuss the status of the transaction and diligence including the qui tam matter. The Special Committee discussed the merits of an indemnity or cost sharing arrangement.

Later on December 9, 2009, Mr. Berkowitz informed Mr. Kuyper that HealthpointCapital had received a proposal for an acquisition of Scient x from a third party.

On December 10, 2009, Ms. Marshall spoke to Mr. Berkowitz and conveyed the Special Committee's consideration regarding possible indemnity or cost sharing.

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On December 11, 2009 the Special Committee met with DLA Piper, Thomas Weisel Partners, Mr. Garner and Hogan & Hartson, counsel to Scient x on the qui tam litigation. Hogan & Hartson provided a further diligence briefing.

On December 12, 2009, the Special Committee held a telephonic meeting with DLA Piper, Thomas Weisel Partners, and Messrs. Kuyper and Garner. Mr. Garner reported that the 2008 audit for Scient x was not yet completed and that the audited 2008 financials and the reviewed financials for the nine-month period ended September 30, 2009 would not be delivered until approximately the week of December 21, 2009. The Special Committee requested a condition in the agreement with respect to the delivery of such financials, and requested a review of the financials by Thomas Weisel Partners. The Special Committee discussed various diligence matters and concluded that the risks identified were manageable. The Special Committee concluded that the transaction was in the best interests of our stockholders even if the Special Committee could not negotiate indemnity or cost sharing.

On December 13, 2009, Mr. Berkowitz called Ms. Marshall to advise her regarding the third-party proposal. Ms. Marshall consulted with representatives of DLA Piper and Thomas Weisel Partners and discussed various alternative responses in the light of the third-party offer. Later on December 13, 2009, Ms. Marshall met with DLA Piper and Thomas Weisel Partners to discuss the latest developments and an appropriate negotiating posture for the Special Committee. She informed Mr. Berkowitz that the Special Committee remained willing to recommend the transaction at the price previously negotiated, and that the Special Committee had concluded that it was willing to proceed without cost sharing or indemnity on those terms.

On December 14, 2009, Mr. Berkowitz called Ms. Marshall and requested that the Special Committee hold its offer open through January 8, 2010, to permit the third-party to complete diligence and negotiate material terms. Ms. Marshall indicated that the Special Committee would discuss the matter and respond. He discussed with Ms. Marshall the agenda for the previously scheduled board of directors meeting on December 16, 2009. Ms. Marshall advised him that the Special Committee had been negotiating the transaction with HealthpointCapital for months and it felt as if an agreement in principle had been reached that was mutually beneficial.

On the evening of December 14, 2009, the Special Committee met telephonically and DLA Piper, Thomas Weisel Partners and Mr. Garner were present. The Special Committee noted that in the absence of additional information regarding the competing third-party proposal for Scient x, the best strategy was to continue to pursue the transaction on the terms previously negotiated. The Special Committee decided to advise HealthpointCapital that the deal the parties had negotiated was only open through Wednesday, December 16, 2009.

On December 15, 2009, Ms. Marshall spoke with Mr. Berkowitz. Mr. Berkowitz declined to share the specific terms of the other offer at that time. Ms. Marshall and Mr. Berkowitz discussed the value of having all members of the board receive a briefing on the current developments. Subsequently Mr. Berkowitz invited all directors that were in New York at that time to a dinner that evening.

Later on December 15, 2009, Ms. Marshall met at Thomas Weisel Partners offices with Thomas Weisel Partners, DLA Piper and Mr. Garner. She reviewed her conversation with Mr. Berkowitz and discussed negotiating strategy and the upcoming meetings with directors.

At the dinner, various members of the board of directors expressed frustration that the transaction between HealthpointCapital and us was not likely to be accepted by HealthpointCapital on the terms negotiated at this time, and discussed ways to address the situation. The directors present requested that the Special Committee continue to negotiate in light of the third-party offer and requested that Mr. Kuyper, who was not present at the dinner, assist the Special Committee as needed.

Following the dinner, Ms. Marshall convened a telephone meeting with Thomas Weisel Partners, DLA Piper, and Messrs. Kuyper, Wulff and Garner. She reviewed the discussions regarding the third-party offer. She

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discussed the agenda for the board of directors meeting the following morning in light of current developments. She noted that the board had the definitive agreements for the proposed acquisition of Scient x, and proposed that Mr. Kuyper provide his briefing on the strategic and financial rationale for the transaction and Mr. Garner provided a briefing on the diligence issues reviewed by the Special Committee. She noted that following this discussion she would have a sense of the board of directors' relative support for the transaction. The participants on the call discussed a possible agreement to allow the Special Committee an opportunity to match another transaction, in exchange for reimbursement of expenses if a transaction with the third party went forward. Ms. Marshall noted that the transaction continued to be strategically important to us and discussed the harm to us if the transaction were not completed, in light of the lack of other alternatives that provided the benefits offered by the Scient x acquisition. She determined to continue to confirm the Special Committee's interest in the transaction on the terms negotiated through December 16, 2009. The participants on the call also discussed the timing of the transaction, noting that if our proxy statement was not effective by February 15, 2010, Scient x's audited 2009 financial statements would be needed for the proxy statement, further delaying the closing and adding costs to the transaction.

On December 16, 2009, a meeting of our board of directors was held in New York. Mr. Kuyper presented the board of directors with the strategic and financial rationale regarding the transaction. Mr. Garner reviewed various diligence matters. Our board of directors confirmed its strong interest in the transaction and discussed the risks and expenses in the event of a delay in the transaction. Various directors who were not HealthpointCapital employees inquired as to whether the Special Committee should increase the consideration as an inducement to HealthpointCapital to agree to finalize the transaction. Our board of directors meeting adjourned to allow the Special Committee to consider this inquiry.

The Special Committee then convened a telephonic meeting with DLA Piper and Thomas Weisel Partners. The Special Committee discussed a possible revision to the purchase price. The Special Committee discussed the harm to us if the transaction were not consummated, as well as the harm from a significant delay that would occur if the Scient x 2009 audited financials were required to be included in the proxy statement. The Special Committee reviewed the timeline and acknowledged the need to have the agreement executed as soon as possible to avoid such delay. The Special Committee concluded that it was worth offering the additional consideration to avoid the delay and the possible loss of the transaction, assuming Thomas Weisel Partners could confirm the financial fairness of the revised consideration. Thomas Weisel Partners agreed to prepare a revised fairness analysis on the revised terms and present the same to the Special Committee as soon as practicable. Ms. Marshall then conveyed the revised offer to Mr. Berkowitz, indicating that the offer would not be held open after that day. The Special Committee reconvened its meeting with DLA Piper, Mr. Kuyper and Mr. Garner in attendance and discussed the proposed board of directors agenda. Mr. Berkowitz and a Mintz Levin representative attended a portion of the Special Committee meeting to discuss the agenda for the board of directors meeting. The Special Committee decided that it would not request a formal fairness opinion on the revised transaction unless HealthpointCapital indicated that the offer would be acceptable.

The board of directors meeting reconvened and DLA Piper provided a briefing to our board of directors on the terms of the various agreements. Our board of directors also discussed a proposed option grant for Mr. Molson for 45,000 shares of our common stock as consideration for serving as a director of our to-be-formed European operating subsidiary and the Special Committee's recommendation that the option be granted on the date of the approval of the acquisition, with an exercise price equal to the price of the common stock on closing date, and vesting tied to his continuing service of such operating subsidiary. The Special Committee reconvened its meeting and reviewed a draft presentation prepared by Thomas Weisel Partners regarding the fairness of the revised consideration. Thomas Weisel Partners then provided our board of directors with a briefing summarizing the analysis to support the fairness of the consideration. Our board of directors meeting was then adjourned.

After our board of directors meeting had adjourned, several of our directors, including the Special Committee, discussed various ways to finalize an agreement. Mr. Berkowitz advised Ms. Marshall that he did not believe that HealthpointCapital would agree at this time to the Special Committee's revised proposal, but that he

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believed he could obtain HealthpointCapital's agreement if the consideration were 24.0 million shares. Ms. Marshall then convened a Special Committee meeting at which Thomas Weisel Partners and Mr. Kuyper were in attendance. The Special Committee discussed offering 24.0 million shares of our common stock. Thomas Weisel Partners provided advice on the proposal. The Special Committee discussed the benefits of the transaction, the cost to us if the transaction were not consummated both in expenses and lost opportunity, the lack of a viable alternative transaction, and the risks of additional cost and delay if the transaction was not entered into until early January 2010. The Special Committee also took note of the distraction of management and the fact that other opportunities, although not as attractive to us, were potentially being foregone while these negotiations continued. The Special Committee decided to offer 24.0 million shares of our common stock to reach an agreement on the transaction that day if possible, in view of the various significant benefits from the transaction and the need for timely completion of negotiations, but to condition the offer of increased consideration on HealthpointCapital's agreement to pay our expenses in the amount of \$3.7 million if Scientix declined the offer and entered into an agreement with a third party.

Ms. Marshall conveyed the revised offer to Mr. Berkowitz, who confirmed that he had conferred with HealthpointCapital and that the transaction as revised was acceptable to HealthpointCapital.

On December 17, 2009, the Special Committee met telephonically with DLA Piper and Thomas Weisel Partners in attendance. The Special Committee reviewed the Scientix financial statements with Thomas Weisel Partners. Thomas Weisel Partners then reviewed its fairness presentation with the Special Committee, reviewing the transaction history and a summary of the negotiations, and a summary of the transaction. Thomas Weisel Partners also reviewed an overview of each of Scientix and us, and various methodologies to determine a range of values for Scientix, including the selected public company trading analysis, selected precedent transactions analysis, a contribution analysis, a discounted cash flow analysis, and a synergy analysis, and provided its oral opinion (subsequently confirmed in writing) that the consideration to be paid by us pursuant to the Share Purchase was fair to us from a financial point of view as of such date. After discussing Thomas Weisel Partners's analysis, and based in part on Thomas Weisel Partners's fairness opinion, as well as on review of the terms of the various transaction agreements, the diligence reports relating to Scientix and its review of the strategic alternatives available to us, the Special Committee then unanimously determined that the Share Purchase is advisable, and fair to, and in the best interests, of our stockholders that are unaffiliated with HealthpointCapital, and decided to recommend that our board of directors approve the various transaction agreements and recommend that our stockholders approve the issuance of our shares of common stock in the Share Purchase.

Later on December 17, 2009, our board met telephonically with representatives of Mintz Levin, DLA Piper and Thomas Weisel Partners and Messrs. Wulff and Garner in attendance. Thomas Weisel Partners reviewed the fairness presentation with our board of directors and confirmed their opinion that the consideration to be paid by us pursuant to the Share Purchase was fair to us from a financial point of view as of such date. The Special Committee then reported its recommendation that the board of directors approve the acquisition of Scientix on the terms presented, and based on that recommendation, our board of directors then unanimously approved the acquisition of the Scientix shares and determined that the Share Purchase and the Share Purchase Agreement are advisable, fair to, and in the best interests of, our stockholders, approved the Share Purchase Agreement, related agreements, including the Corporate Governance Agreement and the Registration Rights Agreement described elsewhere in this proxy statement, and the issuance of our shares of common stock in the Share Purchase and recommended that our stockholders vote to approve the issuance of the shares related to the Share Purchase. Mr. Berkowitz advised that HealthpointCapital had also approved the transaction. The board also approved the issuance of options to purchase 45,000 shares of our common stock to Mr. Molson, subject to the terms previously discussed by the board of directors.

Later that same day the parties executed the Share Purchase Agreement and the Corporate Governance Agreement. We then issued a press release announcing the execution of the Share Purchase Agreement after the close of the U.S. financial markets on December 17, 2009.

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Our Reasons for the Share Purchase

In the course of reaching its unanimous decision to recommend that our board of directors approve the Share Purchase and the Share Purchase Agreement and to recommend that our stockholders vote to approve the share issuance pursuant to the Share Purchase Agreement, the Special Committee consulted with our senior management and with its own independent financial advisors and legal counsel, and considered a number of potentially positive factors in its deliberations, including, but not limited to, the following:

the increased scale of the combined company, which the Special Committee believes will provide the opportunity for the combined company to compete more effectively in the increasingly competitive global spine market;

the Scient x product portfolio, which contains key technologies in underserved aging spine segments, including the Scient x dynamic fusion solutions, which are differentiated and complementary to our existing product portfolio and provide targeted solutions for what we believe are the fastest growing segments of the spine market;

the strong international distribution network of Scient x and the cost to us to develop an equivalent international network independently;

the potential to enhance stockholder value through operating efficiencies following the Share Purchase;

the fact that, having considered our strategic alternatives, including those companies in the spinal industry that we might acquire and companies that might be interested in an acquisition of or business combination with us, the Special Committee believed that the acquisition of Scient x through the Share Purchase offered the best opportunity to enhance stockholder value;

the belief of the Special Committee, shared by our senior management, that the prospects of the combined entity were more favorable than our prospects as a separate entity, due to, among other things:

the benefits associated with gaining manufacturing scale and controlling the manufacture of our key products;

the benefits associated with an expanded product line;

the belief that the transaction may increase our profitability; and

the belief that the transaction may enable us to accelerate the development of additional products in the spinal implant market;

the opinion of Thomas Weisel Partners presented to the Special Committee and our board of directors on December 17, 2009 that the consideration to be paid by us pursuant to the Share Purchase was fair, from a financial point of view, to us as of the date of the opinion. The full text of the written opinion setting forth the assumptions made, procedures followed, matters considered and limitations in connection with the opinion is attached to this proxy statement as Annex C, which stockholders are urged to read in its entirety;

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the fact that our board of directors or any committee thereof, in the exercise of its fiduciary duties, would be permitted in accordance with the terms of the Share Purchase Agreement to authorize our management to provide information to and engage in negotiations with a third party following receipt of a bona fide written unsolicited proposal or offer that our board of directors (or any committee thereof) determines in good faith is reasonably likely to lead to a superior proposal in the manner provided in the Share Purchase Agreement, subject to specified conditions;

the fact that our board of directors or any committee thereof, in the exercise of its fiduciary duties, would be permitted in accordance with the terms of the Share Purchase Agreement to terminate the Share Purchase Agreement following receipt of a bona fide written superior proposal in the manner provided in the Share Purchase Agreement, subject to specified conditions, including the payment of a \$3.2 million termination fee to HealthpointCapital;

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the fact that the Special Committee was satisfied that, given the process that had been undertaken, the \$3.2 million termination fee payable in the event of a termination of the Share Purchase Agreement as a result of our receipt of a superior proposal or in some other limited cases is a bargained for and reasonable trade-off for the deal certainty that the Special Committee determined was needed to protect stockholder value and will not deter any serious offers or proposals for strategic transactions or acquisitions;

the other terms of the Share Purchase Agreement, including the respective parties' representations, warranties and covenants, and the conditions to their respective obligations;

the fact that the Share Purchase would be subject to the approval of our stockholders;

historical information concerning Alphatec's and Scient'ix's respective businesses, prospects, financial performance and condition, operations, technology, management and competitive position;

the financial condition, results of operations, and businesses of Alphatec and Scient'ix before and after giving effect to the Share Purchase, and the respective contributions of each entity to the combined company on a pro forma basis;

current financial market conditions and historical market prices, volatility and trading information with respect to our common stock;

reports from management, tax advisors, independent auditors, outside legal experts and others as to the results of the due diligence investigation of Scient'ix; and

the prices paid in comparable transactions involving other medical device companies, as well as the trading performance for comparable companies in the industry.

The Special Committee also considered potential negative factors relating to the Share Purchase, including:

the risk that we may not successfully integrate the Scient'ix business with our own;

the risk that the combined company may have difficulty managing its growth;

the risk of the combined company's dependence upon certain key personnel;

the risk that certain Scient'ix products require government approval to be marketed in the United States and other jurisdictions;

the risk that Scient'ix is involved in several litigation matters and a governmental review of its prior business practices, the outcome of which cannot be determined;

the potential negative effect on our common stock price if product development expectations for Scient'ix are not met;

the risk that the Scient x business will not perform as expected;

the risk that the transaction will not accelerate our timeline to profitability;

the risk that Scient x products will not achieve commercial acceptance;

the risk that the transaction will not result in the anticipated cost savings;

the risk that the Share Purchase may not be completed in a timely manner, if at all;

the fact that, under the terms of the Share Purchase Agreement, we would be prohibited from soliciting other acquisition proposals and we would be required to pay to HealthpointCapital a termination fee of \$3.2 million in cash if the Share Purchase Agreement were terminated under certain circumstances specified in the Share Purchase Agreement, including if we exercised our right to terminate the Share Purchase Agreement to accept a superior proposal, which may deter others from proposing an alternative transaction that otherwise could be more advantageous to our stockholders;

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the interests of our officers and directors in the Share Purchase, including the matters described under **The Share Purchase** **Interests of Certain Persons in the Share Purchase** on page 59 and the impact of the Share Purchase on our stockholders and employees, including the fact that two of our principal stockholders, HealthpointCapital Partners, L.P. and HealthpointCapital Partners II, L.P., and their affiliates indirectly hold approximately 94.8% of the shares of Scient x, and that five of our directors, Messrs. Berkowitz, Foster, Molson and O Neil and Dr. Hochschuler, are beneficial owners of or affiliated with HealthpointCapital, LLC, which is the ultimate parent of HealthpointCapital;

the risk that we will be unable to retain and recruit employees critical to the ongoing success of the combined company s operations;

the risk of adverse reactions of Scient x s customers and vendors to the acquisition;

the risk that the integration of the Scient x business could be more costly and time consuming than anticipated, which could adversely affect the combined company s operating results and preclude the achievement of benefits anticipated from the Share Purchase;

the risk that our management s attention will be diverted from other strategic and operational priorities to implement the merger; and

the other risks and uncertainties discussed above under **Risk Factors** beginning on page 23.

The foregoing discussion of the items that the Special Committee considered is not intended to be exhaustive, but includes all material items. In view of the complexity and wide variety of factors, both positive and negative, that the Special Committee considered, the Special Committee did not find it practical to quantify, rank or otherwise weight the factors considered. In considering the various factors, individual members of the Special Committee considered all of these factors as a whole and concluded that, on balance, the benefits of the Share Purchase to Alphatec and our stockholders that are unaffiliated with HealthpointCapital outweighed the risks.

Recommendations of the Special Committee and Our Board of Directors

After careful consideration of a variety of factors, including the positive and negative factors described under the heading **The Share Purchase** **Our Reasons for the Share Purchase**, on December 17, 2009, the Special Committee unanimously recommended that our board of directors and stockholders approve the Share Purchase and the related transactions, including the issuance of the Share Purchase Shares, subject to the Special Committee s right to withdraw, modify or amend such recommendations if the Special Committee determines, in good faith, that failure to take such action would be reasonably likely to result in a breach of its fiduciary duties to our stockholders under applicable law. In particular, the Special Committee unanimously:

determined that the terms of the Share Purchase are advisable, fair to and in the best interests of our stockholders that are unaffiliated with HealthpointCapital;

recommended that our board of directors approve the Share Purchase and the related transactions, and adopt the Share Purchase Agreement;

recommended that our board of directors recommend the Share Purchase and the related transactions, including the issuance of the Share Purchase Shares in connection with the acquisition of Scient x contemplated in the Share Purchase Agreement, to our stockholders; and

recommends that our stockholders approve the issuance of the Share Purchase Shares in connection with the acquisition of Scient x.

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The Special Committee unanimously recommends that you vote FOR the issuance of the Share Purchase Shares.

Having received the recommendation of the Special Committee, for reasons including those described above under the heading "The Share Purchase - Our Reasons for the Share Purchase," on December 17, 2009, based solely on the recommendation of the Special Committee, our board of directors unanimously approved the Share Purchase and the related transactions, including the issuance of the Share Purchase Shares, and recommends such matters to our stockholders, subject to the board of directors' right to withdraw, modify or amend such recommendation to the extent the board of directors determines in good faith that failure to take such action would be reasonably likely to result in a breach of the its fiduciary duties to our stockholders under applicable law. In particular, the board of directors unanimously:

determined that the terms of the Share Purchase are advisable, fair to and in the best interests of our stockholders not affiliated with HealthpointCapital;

approved the Share Purchase and related transactions, and authorized us to enter into the Share Purchase Agreement; and

recommends that our stockholders approve the issuance of the Share Purchase Shares in connection with the acquisition of Scientia. **Based solely on the recommendation of the Special Committee, our board of directors unanimously recommends that you vote FOR the issuance of the Share Purchase Shares.**

Opinion of the Special Committee's Financial Advisor Regarding the Share Purchase

In July 2009, the Special Committee engaged Thomas Weisel Partners, an investment banking firm, to act as its financial advisor in connection with the possible acquisition of Scientia. On December 17, 2009, Thomas Weisel Partners delivered to the Special Committee and our board of directors its oral opinion that, as of that date, the consideration to be paid by us pursuant to the Share Purchase was fair to us from a financial point of view. Thomas Weisel Partners later delivered its written opinion dated December 17, 2009, confirming its oral opinion.

In selecting Thomas Weisel Partners, the Special Committee considered, among other things, the fact that Thomas Weisel Partners is a reputable investment banking firm with substantial experience advising companies in the medical device industry and in providing strategic advisory services in general. Thomas Weisel Partners, as part of its investment banking business, is continuously engaged in the evaluation of businesses and their equity securities in connection with mergers and acquisitions, underwritings, private placements and other securities offerings and valuations for corporate and other purposes.

We determined the consideration we would pay in the Share Purchase through negotiations with HealthpointCapital. Thomas Weisel Partners did not recommend any specific form of consideration to us or recommend that any specific type of consideration constituted the only appropriate consideration for the Share Purchase. We did not impose any limitations on Thomas Weisel Partners with respect to the investigations made or procedures followed in rendering its opinion. Further, we did not request the advice of Thomas Weisel Partners with respect to alternatives to the Share Purchase, and Thomas Weisel Partners did not advise us with respect to alternatives to the Share Purchase or our underlying decision to proceed with or effect the Share Purchase.

We have attached the full text of the written opinion that Thomas Weisel Partners delivered to the Special Committee and our board of directors as Annex C to this proxy statement. You should read this opinion carefully and in its entirety for a description of the assumptions made, procedures followed, factors considered and limitations upon the review undertaken by Thomas Weisel Partners in rendering its opinion. The following is a summary of Thomas Weisel Partners' opinion and the methodologies used to render its opinion. This summary is qualified in its entirety by reference to the full text of the opinion.

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Thomas Weisel Partners' opinion was approved by its fairness committee. It is directed to the Special Committee and our board of directors and addresses only the fairness of the consideration to be paid by us pursuant to the Share Purchase from a financial point of view as of the date of the opinion. The opinion does not constitute a recommendation to you as to how you should vote with respect to the Share Purchase. It does not address the relative merits of the Share Purchase or any alternatives to the Share Purchase, our underlying decision to proceed with or effect the Share Purchase or any other aspect of the Share Purchase. Moreover, it does not address the fairness of the Share Purchase to, or any consideration received in connection therewith by, the holders of any class of securities, creditors or other constituencies of ours; nor does it address the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of Scient x, or class of such persons, in connection with the Share Purchase, whether relative to the consideration or otherwise.

Thomas Weisel Partners did not express any opinion as to any tax or other consequences that might result from the Share Purchase, nor did Thomas Weisel Partners' opinion address any legal, financial reporting, tax, regulatory or accounting matters. In addition, Thomas Weisel Partners expressed no opinion as to the price at which shares of our common stock would trade at any time following the announcement of the Share Purchase. Accordingly, Thomas Weisel Partners' opinion should not be viewed as providing any assurance that the market value of the shares of our common stock to be issued by us pursuant to the Share Purchase will be equal to the market value of our common stock at any time prior to the consummation of the Share Purchase.

In connection with rendering its opinion, Thomas Weisel Partners, among other things:

reviewed certain publicly available financial and other data with respect to our company and Scient x, including the consolidated financial statements for recent years and interim periods to September 30, 2009 and certain other relevant financial and operating data relating to our company and Scient x made available to Thomas Weisel Partners from published sources and from the internal records of our company and Scient x;

reviewed the financial terms and conditions of the Share Purchase Agreement, the form of Minority Purchase Agreement, the registration rights agreement, and the corporate governance agreement as set forth in the drafts thereof, dated as of December 16, 2009, furnished to Thomas Weisel Partners;

reviewed certain publicly available information concerning the trading of, and the trading market for, our common stock;

compared our company and Scient x from a financial point of view with each other and with certain other companies in the medical device industry which Thomas Weisel Partners deemed to be relevant;

considered the financial terms, to the extent publicly available, of selected recent business combinations of companies in the medical device industry which Thomas Weisel Partners deemed to be comparable, in whole or in part, to the Share Purchase;

reviewed and discussed with representatives of the management of our company and Scient x certain information of a business and financial nature regarding our company and Scient x, furnished to Thomas Weisel Partners by us and them, including financial forecasts and related assumptions of our company and Scient x;

made inquiries regarding and discussed the Share Purchase and the draft agreements referred to above and other matters related thereto with our counsel; and

performed such other analyses and examinations as Thomas Weisel Partners deemed appropriate.

In preparing its opinion, Thomas Weisel Partners did not assume any obligation to independently verify, and did not independently verify, the information referred to above. Instead, with our consent, Thomas Weisel Partners relied on the information being accurate and complete in all

material respects. Thomas Weisel Partners

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also made the following assumptions, and used and relied on the following information, in each case with our consent:

with respect to the financial forecasts for our company and Scient x provided to Thomas Weisel Partners by their respective managements, and upon their advice, that the forecasts had been reasonably prepared on bases reflecting the best available estimates and judgments of their respective managements at the time of preparation as to the future financial performance of our company and Scient x and that they provide a reasonable basis upon which Thomas Weisel Partners could form its opinion;

that there had been no material changes in assets, financial condition, results of operations, business or prospects of our company or Scient x since the respective dates of their last financial statements made available to Thomas Weisel Partners;

Thomas Weisel Partners relied on the advice of our counsel and independent accountants as to all legal, financial reporting, tax, accounting and regulatory matters with respect to our company and Scient x, the Share Purchase, the Share Purchase Agreement and the other agreements referred to above, including the legal status and financial reporting of litigation involving Scient x;

Thomas Weisel Partners did not assume responsibility for making an independent evaluation, appraisal or physical inspection of the assets or liabilities (contingent or otherwise) of our company or Scient x, nor was Thomas Weisel Partners furnished with any such appraisals; and

Thomas Weisel Partners' opinion was based on economic, monetary, market and other conditions as in effect on, and the information made available to Thomas Weisel Partners as of, the date of its opinion. Accordingly, although subsequent developments may affect its opinion, Thomas Weisel Partners has not assumed any obligation to update, revise or reaffirm its opinion.

In addition, Thomas Weisel Partners further assumed, with our consent, that the Share Purchase will be consummated in a manner that complies in all respects with the applicable provisions of the Securities Act, the Securities Exchange Act of 1934, as amended, and all other applicable federal and state statutes, rules and regulations.

Thomas Weisel Partners further assumed that the Share Purchase will be consummated in accordance with the terms described in the draft agreements referred to above, without any further amendments thereto, and without waiver by us of any of the conditions to our obligations thereunder. Thomas Weisel Partners also assumed that in the course of obtaining the necessary regulatory approvals for the Share Purchase, no restrictions, including divestiture requirements, will be imposed that could have a meaningful effect on the contemplated benefits of the Share Purchase.

The following represents a brief summary of the material financial analyses performed by Thomas Weisel Partners in connection with providing its opinion to the Special Committee and our board of directors. Some of the summaries of financial analyses performed by Thomas Weisel Partners include information presented in tabular format. In order to fully understand the financial analyses performed by Thomas Weisel Partners, you should read the tables together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data set forth in the tables without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of the financial analyses performed by Thomas Weisel Partners.

Analysis of Scient x

Scient x Selected Comparable Company Analysis. Based on public and other available information, Thomas Weisel Partners calculated the implied enterprise value (which Thomas Weisel Partners defined as

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equity value plus debt less cash and cash equivalents) and implied equity value of Scient x using multiples of projected calendar year (CY) 2009 and CY 2010 revenues and earnings before interest, taxes, depreciation and amortization (EBITDA), which multiples were implied by the estimated enterprise value to revenue and enterprise value to EBITDA ratios for the selected companies listed below. Projections for the selected companies were based upon First Call Consensus estimates and publicly available investment banking research. Thomas Weisel Partners believes that the nine companies listed below have operations similar to some of the operations of Scient x, but noted that none of these companies have the same management, composition, size or combination of businesses as Scient x:

Integra Lifesciences Holding Corporation

NuVasive, Inc.

Orthofix International N.V.

Wright Medical Group, Inc.

Alphatec Holdings, Inc.

Orthovita, Inc.

Exactech, Inc.

BioMimetic Therapeutics, Inc.

RTI Biologics, Inc.

The following table sets forth the multiples indicated by this analysis:

	3rd Quartile	Mean	Median	1st Quartile
Enterprise Value to:				
Estimated CY 2009 Revenues	2.5x	2.0x	1.8x	1.5x
Estimated CY 2010 Revenues	2.0x	1.7x	1.6x	1.4x
Estimated CY 2009 EBITDA	17.1x	14.2x	9.8x	9.1x
Estimated CY 2010 EBITDA	10.6x	9.5x	8.3x	7.7x

Thomas Weisel Partners noted that the aggregate value of the consideration to be paid by us in connection with the Share Purchase implied multiples of 2.3x estimated 2009 revenues and 1.7x estimated 2010 revenues. Additionally, Thomas Weisel Partners noted that the implied multiples for estimated 2009 and 2010 EBITDA were not material to determining the value of Scient x relative to comparable companies and therefore, such multiples were not included in its analysis.

While the Scient x Selected Comparable Company Analysis compared Scient x to nine companies in the medical device industry, Thomas Weisel Partners did not include every company that could be deemed to be a participant in this same industry, or in the specific sectors of this industry.

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Scient x Selected Comparable Transactions Analysis. Based on public and other available information, Thomas Weisel Partners calculated the implied enterprise value and equity value of Scient x using multiples of last twelve months (LTM) and estimated next twelve months (NTM) revenues and EBITDA, which multiples were implied by the estimated enterprise value to revenue and enterprise value to EBITDA ratios associated with the following ten acquisitions of medical device companies that were announced since January 1, 2003. Estimated NTM information for Scient x was based on projections provided by Scient x management.

Announcement Date	Name of Acquiror	Name of Target
September 4, 2008	Zimmer	Abbott Laboratories Spine Business
July 24, 2008	Integra Lifesciences Holding Corporation	Theken
July 27, 2007	Medtronic	Kyphon, Inc.
December 18, 2006	Blackstone Group	Biomet, Inc.
December 4, 2006	Kyphon, Inc.	St. Francis Medical Technologies
August 4, 2006	Orthofix International	Blackstone Medical, Inc.
March 8, 2004	Biomet, Inc.	Interpore International
August 13, 2003	Synthes-Stratec	Mathys Medizinaltechnik
June 2, 2003	Abbott Laboratories	Spinal Concepts
May 20, 2003	Zimmer Holdings	Centerpulse

The following table sets forth the multiples indicated by this analysis:

	3rd Quartile	Mean	Median	1st Quartile
Enterprise Value to:				
LTM Revenues	6.4x	5.4x	4.5x	3.4x
LTM EBITDA	39.1x	30.0x	30.0x	15.5x
NTM Revenues	5.2x	4.2x	3.6x	3.4x
NTM EBITDA	18.0x	17.7x	15.6x	14.3x

Thomas Weisel Partners noted that the aggregate value of the consideration to be paid by us in connection with the Share Purchase implied multiples of 2.6x LTM revenues and 1.9x NTM revenues. Additionally, Thomas Weisel Partners noted that the implied multiples for LTM and NTM EBITDA were not material to determining the value of Scient x relative to comparable transactions and therefore such multiples were not included in its analysis.

No company or transaction used in the Scient x Selected Comparable Company or Selected Comparable Transactions analyses is identical to Scient x or the Share Purchase. Accordingly, an analysis of the results of the foregoing is not mathematical; rather, it involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies and other factors that could affect the public trading value of the companies to which Scient x and the Share Purchase are being compared.

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Contribution Analysis. Thomas Weisel Partners analyzed the relative revenue contributions of our company and Scient x to the pro forma combined company for CY 2008 and projected CY 2009 through projected CY 2011, and the relative EBITDA contributions of our company and Scient x to the pro forma combined company for projected CY 2010 and projected CY 2011. Thomas Weisel Partners also calculated the implied pro forma ownership of our company and Scient x in the combined company based on relative contribution adjusted to reflect implied equity values. Projected CY 2009 through projected CY 2011 information used in this analysis for our company and Scient x were provided by the management of our company and Scient x, respectively.

	% Contribution		Implied Alphatec Ownership	Implied Scient x Ownership
	Alphatec	Scient x		
Revenue				
CY 2008	69%	31%	66%	34%
Estimated CY 2009	71%	29%	69%	31%
Estimated CY 2010	70%	30%	68%	32%
Estimated CY 2011	72%	28%	70%	30%
EBITDA				
Estimated CY 2010	84%	16%	82%	18%
Estimated CY 2011	78%	22%	76%	24%

Thomas Weisel Partners noted that the aggregate value of the consideration to be paid by us in connection with the Share Purchase implied pro forma ownership of the combined company equal to 70% our company and 30% Scient x (calculated based on fully-diluted shares using the treasury stock method). Thomas Weisel Partners also noted that Scient x did not have positive EBITDA during CY 2008 and that in projected CY 2009 Scient x had just achieved profitability. Therefore, the relative EBITDA contributions of our company and Scient x to the pro forma combined company for CY 2008 and projected CY 2009 were not included in its analysis. More weight has accordingly been given to revenue contribution, as even in 2010 and 2011 we are at a more mature stage in our life-cycle than Scient x and have higher EBITDA margins.

Discounted Cash Flow Analysis. Thomas Weisel Partners used cash flow forecasts of Scient x for fiscal years 2010 through 2012, as estimated by management of Scient x, and assumed revenue growth rates of 15% and 10%, respectively, for fiscal years 2013 and 2014 to perform a discounted cash flow analysis. In conducting this analysis, Thomas Weisel Partners assumed that Scient x would perform in accordance with these forecasts and assumed growth rates. Thomas Weisel Partners first estimated the terminal value of the projected cash flows by applying multiples to the estimated EBITDA of Scient x, with multiples ranging from 7.0x to 9.0x. Thomas Weisel Partners then discounted the cash flows projected through 2013 and the terminal values to present values using discount rates ranging from 13% to 17%. This analysis indicated a range of enterprise values, which were then reduced by the estimated net debt of Scient x, to calculate a range of equity values. Thomas Weisel Partners noted that the implied equity value of the stock consideration to be paid by us ranged from \$123.1 million to \$179.2 million.

Analysis of Alphatec

Alphatec Selected Comparable Company Analysis. Based on public and other available information, Thomas Weisel Partners calculated our implied enterprise value (which Thomas Weisel Partners defined as equity value plus debt less cash and cash equivalents) and our implied equity value using multiples of projected CY 2009 and projected CY 2010 revenues and EBITDA, which multiples were implied by the estimated enterprise value to revenue and enterprise value to EBITDA ratios for the selected companies listed below. Projected CY 2009 and projected CY 2010 revenues and EBITDA for our company represent Wall Street estimates for our company. Projections for the selected companies were based upon First Call Consensus estimates and publicly available investment banking research. Thomas Weisel Partners believes that the eight

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companies listed below have operations similar to some of the operations of our company, but noted that none of these companies have the same management, composition, size or combination of businesses as our company:

Integra Lifesciences Holding Corporation

NuVasive, Inc.

Orthofix International N.V.

Wright Medical Group, Inc.

Orthovita, Inc.

Exactech, Inc.

BioMimetic Therapeutics, Inc.

RTI Biologics, Inc.

The following table sets forth the multiples indicated by this analysis:

	3rd Quartile	Mean	Median	1st Quartile
Enterprise Value to:				
Estimated CY 2009 Revenues	2.5x	2.0x	1.6x	1.5x
Estimated CY 2010 Revenues	2.1x	1.7x	1.5x	1.4x
Estimated CY 2009 EBITDA	9.9x	12.5x	9.5x	9.1x
Estimated CY 2010 EBITDA	9.7x	9.2x	8.2x	7.5x

Thomas Weisel Partners noted that the aggregate value of the consideration to be paid by us in connection with the Share Purchase implied multiples of 2.4x estimated 2009 revenues, 1.9x estimated 2010 revenues and 11.1x estimated 2010 EBITDA. Additionally, Thomas Weisel Partners noted that the implied multiples for estimated 2009 EBITDA were not material to determining the value of our company relative to comparable companies and therefore, such multiples were not included in its analysis.

While the Alphatec Selected Comparable Company Analysis compared our company to eight companies in the medical device industry, Thomas Weisel Partners did not include every company that could be deemed to be a participant in this same industry, or in the specific sectors of this industry.

Discounted Cash Flow Analysis. Thomas Weisel Partners used cash flow forecasts of our company for fiscal years 2010 and 2011, based on Wall Street estimates, and assumed revenue growth rates of 20%, 15% and 10%, respectively, for fiscal years 2012, 2013 and 2014 to perform a discounted cash flow analysis. In conducting this analysis, Thomas Weisel Partners assumed that our company would perform in accordance with these forecasts and assumed growth rates. Thomas Weisel Partners first estimated the terminal value of the projected cash flows by applying multiples to our company's estimated EBITDA, with multiples ranging from 7.0x to 9.0x. Thomas Weisel Partners then discounted the cash flows projected through 2013 and the terminal values to present values using discount rates ranging from 12.0% to 14.0%. This analysis indicated a range of enterprise values, which were then reduced by our company's estimated net debt, to calculate a range of equity values. These

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equity values were then divided by fully diluted shares outstanding to calculate implied equity values per share ranging from \$3.99 to \$5.76.

The foregoing description is only a summary of the analyses and examinations that Thomas Weisel Partners deemed material to its opinion. It is not a comprehensive description of all analyses and examinations actually

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conducted by Thomas Weisel Partners. The preparation of a fairness opinion is a complex process involving various determinations as to the most appropriate and relevant methods of financial and comparative analysis and the application of those methods to particular circumstances. Accordingly, a fairness opinion necessarily is not susceptible to partial analysis or summary description. Thomas Weisel Partners believes that its analyses and the summary set forth above must be considered as a whole and that selecting portions of its analyses and of the factors considered, without considering all analyses and factors, would create a misleading and incomplete view of the process underlying the analyses set forth in its presentation to us. In addition, Thomas Weisel Partners may have given various analyses more or less weight than other analyses, and may have deemed various assumptions more or less probable than other assumptions. The fact that any specific analysis has been referred to in the summary above is not meant to indicate that this analysis was given greater weight than any other analysis. Accordingly, the ranges of valuations resulting from any particular analysis described above should not be taken to be the view of Thomas Weisel Partners with respect to the actual value of our company.

In performing its analyses, Thomas Weisel Partners made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of our company. The analyses performed by Thomas Weisel Partners are not necessarily indicative of actual values or actual future results, which may be significantly more or less favorable than those suggested by these analyses. These analyses were prepared solely as part of the analysis performed by Thomas Weisel Partners with respect to the fairness of the consideration to be paid by our company pursuant to the Share Purchase, from a financial point of view, and were provided to us in connection with the delivery of the Thomas Weisel Partners' opinion. The analyses do not purport to be appraisals or to reflect the prices at which a company might actually be sold or the prices at which any securities may trade at any time in the future.

As described above, Thomas Weisel Partners' opinion and presentation were among the many factors that we took into consideration in making our determination to approve, and to recommend that our stockholders approve, the Share Purchase. Consequently, the analyses as described above should not be viewed as determinative of the opinion of our board of directors with respect to the consideration to be paid by our company pursuant to the Share Purchase or whether we would have been willing to agree to a different consideration.

Under the terms of Thomas Weisel Partners' engagement letter dated July 15, 2009, we agreed to pay Thomas Weisel Partners for its financial advisory services (i) a non-refundable engagement fee of \$50,000, which was paid upon execution of the engagement letter, (ii) an opinion fee equal to \$500,000, which was paid upon delivery of the first fairness opinion, and (iii) a transaction fee equal to \$1,125,000, payable upon consummation of the Share Purchase or, in the event the Special Committee determines not to pursue an acquisition of Scientix based in substantial part on the work done by and advice provided by Thomas Weisel Partners, upon the determination of the Special Committee that no further services or analyses are required of Thomas Weisel Partners; provided that the transaction fee is to be reduced by the \$50,000 engagement fee and the \$500,000 opinion fee. The Special Committee was aware of this fee structure and took it into account in considering Thomas Weisel Partners' opinion and in approving the Share Purchase. Further, we have agreed to reimburse Thomas Weisel Partners for its reasonable out-of-pocket expenses and to indemnify Thomas Weisel Partners, its affiliates, and their respective directors, officers, employees, agents and controlling persons against specific liabilities, including liabilities under the federal securities laws.

In the ordinary course of its business, Thomas Weisel Partners may actively trade in our common stock for its own account and for the accounts of its customers and, accordingly, may at any time hold a long or short position in such securities. During the two-year period prior to the date of Thomas Weisel Partners' opinion, Thomas Weisel Partners provided financial advisory services unrelated to the Share Purchase to us for which Thomas Weisel Partners was compensated.

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Interests of Certain Persons in the Share Purchase; Our Current Relationship with Certain of the Scient x Shareholders

HealthpointCapital and its affiliates in the aggregate hold approximately 39.5% of the shares of our common stock and approximately 94.8% of the shares of Scient x as of February 9, 2010. Accordingly, they will receive shares of our common stock in connection with the Share Purchase proportional to their ownership interests in Scient x. Five of our directors, Mortimer Berkowitz III, John H. Foster, R. Ian Molson, Stephen E. O Neil and Stephen H. Hochschuler, M.D., are beneficial owners of or affiliated with HealthpointCapital, LLC, which is the ultimate parent of HealthpointCapital, and Messrs. Berkowitz, Foster and Molson are also directors of either Scient x or any affiliate of Scient x.

Simultaneous with the closing of the transaction, our board of directors has agreed to award options to purchase 45,000 shares of our common stock to R. Ian Molson, one of our current directors. The options are being issued as consideration for Mr. Molson serving as a director of our yet to be formed operating subsidiary in Europe. Such options will vest in equal tranches over three years provided that Mr. Molson continues to serve as a director of such subsidiary. The exercise price of the options will be the closing price of our common stock on the date of the closing of the Share Purchase. The issuance of the options shall be subject to the execution of a stock option agreement between Mr. Molson and us, which agreement shall provide that the options become completely vested upon a change of control or a removal of Mr. Molson from the board of directors of such European subsidiary without cause.

Our board of directors formed a Special Committee of disinterested directors to evaluate and, if appropriate, to negotiate the proposed Share Purchase. The Special Committee retained its own legal counsel, obtained valuation advice and a fairness opinion from an independent investment bank, and negotiated the terms of the Share Purchase with the Scient x shareholders. Upon the Special Committee s unanimous recommendation, our board of directors unanimously determined that the terms of the Share Purchase are advisable, fair to, and in the best interests of, our stockholders that are unaffiliated with HealthpointCapital.

The Special Committee took into account the interest of HealthpointCapital and the members of our board of directors affiliated with HealthpointCapital in considering whether to approve the Share Purchase. The board members affiliated with HealthpointCapital did not participate in discussions held by the Special Committee concerning these transactions and approved the transactions solely upon the Special Committee s unanimous recommendation.

Share Purchase Consideration

We have agreed to purchase from certain of the shareholders of Scient x, directly or indirectly, approximately 95% of the shares of Scient x. We will issue 24,000,000 shares of our common stock in consideration for 100% of the outstanding shares of Scient x, which represents 45.7% of our voting shares prior to the issuance and will represent 31.4% of our voting shares following the issuance, based on our outstanding capital stock at February 9, 2010. The number of shares to be issued will be reduced by a certain number of shares calculated at the closing in exchange for our payment of certain fees and expenses incurred by HealthpointCapital in connection with the Share Purchase. Upon closing of the Share Purchase Agreement, we will issue a certain amount of shares of our common stock as determined by the Share Purchase Agreement, and we will issue the balance of the approximately 24,000,000 shares in connection with additional agreements to purchase the remaining approximately 5% of the shares of Scient x that we are not acquiring pursuant to the Share Purchase Agreement.

Effective Time of the Share Purchase

We currently expect the closing of the Share Purchase to occur by the end of the first quarter of 2010. The closing of the Share Purchase shall occur, and the Share Purchase shall be effective, no later than the fifth business day after the satisfaction or waiver of all the conditions and the obligations of Alphatec and the Scient x

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shareholders to the transactions contemplated by the Share Purchase Agreement, including approval of the issuance of the Share Purchase Shares by our stockholders.

Regulatory Approvals

We are not aware of any governmental or regulatory approval required for completion of the Share Purchase, other than compliance with applicable antitrust laws and/or other regulatory requirements, compliance with applicable corporate laws of Delaware, compliance with state securities laws and the filing with The NASDAQ Global Market of a Notification Form for Listing Additional Shares and a Notification Form for Change in the Number of Shares Outstanding, with respect to the shares of our common stock to be issued to the Scient x shareholders pursuant to the Share Purchase Agreement.

The HSR Act requires the parties to certain acquisitions and other transactions that meet specified minimum size requirements to file a notification with the U.S. Department of Justice, Antitrust Division, and the U.S. Federal Trade Commission, unless an exemption applies. HealthpointCapital and us are each expected to file a notification under the HSR Act concerning HealthpointCapital's acquisition of our voting securities in connection with the Share Purchase. Our acquisition of the shares of Scient x is exempt from notification requirements under the HSR Act, however, because Scient x is a French company with insufficient sales or assets in the United States. Accordingly, neither us nor Scient x is expected to make a notification under the HSR Act with respect to our acquisition of the shares of Scient x.

If any other governmental approvals or actions are required, we intend to try to obtain them. We cannot assure you, however, that we will be able to obtain any such approvals or actions.

Treatment of Scient x and Certain Alphatec Stock Options

Pursuant to the Share Purchase Agreement, Scient x's employees may elect to cancel their Scient x stock options in exchange for the issuance of stock options to purchase shares of our common stock upon the closing of the Share Purchase. The cancellation and issuance of such options (i) will be accomplished on a one-for-one basis, (ii) will have an exercise price equal to the price of our common stock on the date of the closing of the Share Purchase, (iii) will vest over the course of four years with one-quarter of the options vesting on the one-year anniversary of the issuance date, and one-twelfth of the options vesting at the end of each three-month period thereafter, and (iv) will be issued to individuals who become employed by us pursuant to our Amended and Restated 2005 Employee, Director and Consultant Stock Plan. As of the date of this proxy statement there were options to purchase 946,094 shares of Scient x outstanding.

Because the significant share issuance to HealthpointCapital in connection with the Share Purchase will result in HealthpointCapital and its affiliates owning in the aggregate in excess of 50% of our common stock, we have sought waivers from the following officers and directors of us of any potential acceleration of vesting of restricted stock or stock options that potentially could be inferred to be triggered under the change of control provisions in the agreements governing their employment and/or equity awards: R. Ian Molson, Stephen O'Neil, Stephen Hochschuler, M.D., Dirk Kuyper, Stephen Lubischer, Kermit Stott, Kristine Jacques and Ebun Garner.

U.S. Federal Income Tax Consequences

No gain or loss will be recognized by us or by holders of shares of our common stock as a result of the Share Purchase.

NASDAQ Listing

With respect to the shares of common stock issuable as consideration for the Share Purchase, we have agreed with the Scient x shareholders to file with The NASDAQ Global Market a Notification Form for Listing Additional Shares and a Notification Form for Changes in the Number of Shares Outstanding.

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Restrictions on the Resale of the Share Purchase Shares

The issuance of shares of our common stock to the Scient x shareholders initially will not be registered under the Securities Act in reliance upon the exemptions set forth in Regulation S and Regulation D promulgated under the Securities Act. Under Rule 144 of the Securities Act, Scient x shareholders who are not affiliates of ours at the time of a proposed sale of our stock (and have not been affiliates for the prior 90 days) will be permitted to sell their stock without registration if they sell the stock for their own account after holding it for at least six months, provided that we have made available adequate current public information concerning us. If they have held our common stock for a full year, they will be permitted to sell the stock for their own account without restrictions. Scient x shareholders who are affiliates of ours (or who have been affiliates within 90 days prior to a proposed resale of their shares), including HealthpointCapital, will be permitted to sell their shares of our stock if they satisfy certain requirements of Rule 144, including with respect to volume limitations, manner of sale and the filing of a Form 144 with the SEC, and further provided that we have made available adequate current public information concerning us.

Registration Rights

We have agreed that following the Share Purchase, HealthpointCapital and the other Scient x shareholders will have registration rights pursuant to a registration rights agreement to be entered into as of the closing. The registration rights agreement is described below under the heading Registration Rights Agreement beginning on page 76.

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THE SHARE PURCHASE AGREEMENT

The following is a summary of the material terms of the Share Purchase Agreement, which is attached at Annex B to this proxy statement and incorporated herein by reference. The Share Purchase Agreement has been attached to this document to provide you with information regarding its terms. The Share Purchase Agreement is not intended to provide any other factual information about us, HealthpointCapital or Scient x. The following description does not purport to be complete and is qualified in its entirety by reference to the Share Purchase Agreement. You should refer to the full text of the Share Purchase Agreement for details of the Share Purchase and the terms and conditions of the Share Purchase Agreement.

General

Pursuant to the Share Purchase Agreement, we have agreed to acquire, directly or indirectly, approximately 95% of the issued and outstanding shares of Scient x from HealthpointCapital, Healthpoint (Luxembourg) I, S.a.r.l. and Healthpoint (Luxembourg) II, S.a.r.l., which we refer to as LuxCo II. Our to-be-formed acquisition subsidiaries will become parties to the Share Purchase Agreement by executing instruments of joinder. In addition, HealthpointCapital has agreed to use its commercially reasonable efforts to cause the shareholders of Scient x who hold the remaining approximately 5% of the shares of Scient x that we are not purchasing to sell to us those shares on substantially the same terms and conditions as set forth in the Share Purchase Agreement, so that we will acquire 100% of the issued and outstanding shares of Scient x. Following the Share Purchase, Scient x will be an indirectly owned subsidiary of ours.

The closing of the Share Purchase will occur no later than the fifth business day after the last of the conditions to the Share Purchase have been satisfied or waived, or at another time as the parties mutually agree. We currently expect the closing of the Share Purchase to occur by the end of the first quarter of 2010. However, because the Share Purchase is subject to a number of conditions, we cannot predict exactly when the closing will occur or if it will occur at all.

Share Purchase Consideration

We have agreed to purchase from certain of the shareholders of Scient x, directly or indirectly, approximately 95% of the shares of Scient x. We will issue 24,000,000 shares of our common stock in consideration for 100% of the outstanding shares of Scient x, which represents 45.7% of our voting shares prior to the issuance and will represent 31.4% of our voting shares following the issuance, based on our outstanding capital stock at February 9, 2010. The number of shares to be issued will be reduced by a certain number of shares calculated at the closing in exchange for our payment of certain fees and expenses incurred by HealthpointCapital in connection with the Share Purchase. The shares of our common stock being issued to the shareholders of Scient x pursuant to the Share Purchase Agreement and any additional agreements to purchase the remaining approximately 5% of the shares of Scient x that we are not acquiring pursuant to the Share Purchase Agreement are referred to in this proxy statement as the Shares or the Share Purchase Shares.

At the closing of the Share Purchase, HealthpointCapital will receive a specified number of shares of our common stock as calculated pursuant to the Share Purchase Agreement as consideration for the Share Purchase in exchange for their approximately 95% interest in Scient x. The Share Purchase Shares consists of our securities, so its value fluctuates with changes in the trading price of our common stock on NASDAQ based on the respective closing market prices of our common stock as of the respective dates. As of December 16, 2009 (the trading day before the date of the Share Purchase Agreement), the total value of the Share Purchase Shares was \$120.2 million, and as of December 17, 2009, the date of the Share Purchase Agreement, the total value of the Share Purchase Shares was \$116.4 million based on the closing market prices of our common stock as of the respective dates. These values fall within the reference ranges for equity value of Scient x provided to the Special Committee by Thomas Weisel Partners, as described above in Opinion of the Special Committee's Financial Advisor Regarding the Share Purchase beginning on page 51. The value of the Share Purchase Shares

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actually received by the Scient x shareholders in the Share Purchase will not be determined until the Share Purchase closes.

Conditions to the Completion of the Share Purchase

Each party's obligation to complete the Share Purchase is subject to the satisfaction or waiver by each of the parties, at or prior to the closing, of various conditions, which include the following:

no injunction or other order issued by any court or other law or prohibition preventing the consummation of any of the transactions contemplated by the Share Purchase Agreement shall be or remain in effect, nor shall there be any action taken, or any law enacted, entered, enforced or deemed applicable to the transactions contemplated by the Share Purchase Agreement, which would make the consummation of any of such transactions illegal;

there shall not be any investigation, proceeding or litigation instituted, commenced, pending or threatened in writing by any governmental authority relating to any transactions contemplated by the Share Purchase Agreement that would or is reasonably likely to restrain, limit, enjoin, prevent, restrict, prohibit, or make illegal in whole or in part, the transactions contemplated by the Share Purchase Agreement or result in material damages being imposed on the parties to the Share Purchase Agreement;

the required vote of our stockholders with respect to the issuance of the Shares shall have been obtained including, if necessary following an adverse recommendation change, the affirmative vote of a majority of the shares of our common stock voting on the Share Purchase, excluding shares held by HealthpointCapital, its affiliates and our officers and directors;

all authorizations, consents, orders, approvals, actions or non-actions of a governmental authority that are required for the consummation of the Share Purchase and all other transactions contemplated thereby, the expiration or termination of all applicable waiting periods under the HSR Act and all other applicable antitrust laws, shall have occurred or been obtained and remain in effect;

the Shares shall have been authorized for listing on the NASDAQ Global Market, subject to official notice of issuance; and

the material consents to the transactions contemplated by the Share Purchase Agreement required pursuant to contracts with Scient x and us shall have been obtained.

Our obligation to complete the Share Purchase is subject to the satisfaction or waiver, at or prior to the closing, of various additional conditions, which include the following:

certain of the representations and warranties by HealthpointCapital in the Share Purchase Agreement will be true and correct in all respects, and all other representations and warranties of HealthpointCapital set forth in the Share Purchase Agreement will be true and correct except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Scient x, in each case as of the date of the Share Purchase Agreement and as of the date of the closing as though made as of the date of the closing, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date);

HealthpointCapital will have performed or complied in all material respects with the agreements and covenants required to be performed or complied with by HealthpointCapital in the Share Purchase Agreement as of or prior to the closing;

there shall not have occurred any event that has a material adverse effect on Scient x and its subsidiaries;

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the corporate governance agreement between us and HealthpointCapital, described below beginning on page 75, shall continue to be in full force and effect; and

we will have received the financial statements, information and other documents required to be provided by Scient x. The obligation of HealthpointCapital to complete the Share Purchase is subject to the satisfaction or waiver, at or prior to the closing, of various additional conditions, which include the following:

certain of the representations and warranties by us in the Share Purchase Agreement will be true and correct in all respects, and all other representations and warranties of us set forth in the Share Purchase Agreement will be true and correct except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on us, in each case as of the date of the Share Purchase Agreement and as of the date of the closing as though made as of the date of the closing, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date);

we will have performed or complied with the agreements and covenants required to be performed or complied with by us in the Share Purchase Agreement as of or prior to the closing;

there shall not have occurred any event that has a material adverse effect on us and our subsidiaries; and

we shall have executed and delivered to HealthpointCapital a registration rights agreement, described below beginning on page 76.

No Solicitation

Pursuant to the Share Purchase Agreement, HealthpointCapital has agreed that it will cease any existing discussion or negotiation with any persons (other than in accordance with the Share Purchase Agreement) conducted prior to the date of the Share Purchase Agreement with respect to any proposed, potential or contemplated transaction involving the acquisition of Scient x, and HealthpointCapital has agreed that it would not solicit, initiate, knowingly encourage or facilitate any proposal involving the acquisition of Scient x, engage or participate in negotiations or discussions concerning, or provide or furnish any information to any person relating to, any transaction involving the acquisition of Scient x or agree to, enter into, accept, approve or recommend any agreement or understanding with respect to any transaction involving the acquisition of Scient x or any disposition of any interest in any of the shares of Scient x owned by HealthpointCapital.

We have agreed that we will cease any existing discussion or negotiation with any persons (other than in accordance with the Share Purchase Agreement) conducted prior to the date of the Share Purchase Agreement with respect to any proposed, potential or contemplated transaction involving an acquisition transaction, and we have agreed that we will not solicit, initiate, knowingly encourage or facilitate any inquiries or proposals involving an acquisition transaction, engage or participate in negotiations or discussions concerning, or provide or furnish any information to any person relating to any proposal for an acquisition transaction or agree to, enter into, accept, approve or recommend any agreement or understanding with respect to any acquisition transaction. An acquisition transaction includes any transaction involving the acquisition of 5% or more in interest of us, any merger or similar transaction involving us, and any transaction involving the acquisition, lease or license of the assets of another company by us (in each case, other than the transactions contemplated under the Share Purchase Agreement). Notwithstanding the foregoing, if prior to the time that our stockholders approve the issuance of the Shares, we receive from a third party a bona fide, unsolicited, written proposal for an acquisition transaction, then we will be entitled to engage or participate in negotiations or discussions concerning, or provide or furnish any information to any person relating to, such proposal (subject to a confidentiality agreement) if our board of directors or the Special Committee determines in good faith, after consultation with its outside legal counsel and financial advisor, that such proposal constitutes or would reasonably be expected to lead to a superior proposal,

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that the failure to take such actions would reasonably be expected to result in a breach of its fiduciary duties under applicable law, and we have not intentionally and materially breached the Share Purchase Agreement with respect to such proposal. Prior to the time that our stockholders approve the issuance of the Shares, we must promptly (and in any event within 48 hours) notify HealthpointCapital of the receipt of any such proposal, which notice must include the material terms of and identity of the person(s) making such proposal. We must keep HealthpointCapital reasonably informed of the status and details of any such proposal and of any material amendments or proposed material amendments thereto and promptly notify HealthpointCapital of any determination by our board of directors or the Special Committee that such proposal constitutes a superior proposal.

A superior proposal is any unsolicited, bona fide written proposal for an acquisition transaction relating to us made by a third party on terms which our board of directors or the Special Committee determines in its good faith judgment to be more favorable from a financial point of view to our stockholders than the Share Purchase, and to have a reasonable likelihood of closing (assuming that HealthpointCapital and its affiliates would vote in favor of such proposal, if a vote of our stockholders were required), after receiving advice from its financial advisor and outside counsel and taking into account all the terms and conditions of such proposal and the Share Purchase Agreement, the likelihood of consummation (assuming that HealthpointCapital and its affiliates would vote in favor of such proposal, if a vote of our stockholders were required) and all financial, regulatory, legal and other factors.

Meeting of Stockholders

We are obligated under the Share Purchase Agreement, subject to certain conditions, to hold and convene a special meeting of our stockholders for purposes of approving the issuance of the Shares. We are required to prepare and file this proxy statement with the SEC and distribute it to our stockholders for the purpose of convening the special meeting and obtaining stockholder approval.

The Special Committee or our board of directors may withdraw, qualify or modify its recommendation that our stockholders vote in favor of the issuance of the Shares, or publicly propose to take such action, an adverse recommendation change, if our board of directors or the Special Committee determines in good faith, after consultation with its financial advisor and outside legal counsel, that the failure to do so would reasonably be expected to result in a breach of its fiduciary duties under applicable law; provided that the following additional conditions must first be satisfied prior to effecting an adverse recommendation change in response to a superior proposal: we must have provided to HealthpointCapital three business days prior written notice (1) stating that we have received a superior proposal and describing the material terms and conditions of the superior proposal and the identity of the person or group making the superior proposal, (2) including a copy of the current draft of each negotiated agreement comprising the superior proposal, and (3) stating that our board of directors or the Special Committee intends to effect an adverse recommendation change due to the existence of such superior proposal. We must also have provided to HealthpointCapital a copy of all written due diligence materials made available to the person making the superior proposal in connection with such superior proposal to the extent that such materials have not previously been provided to HealthpointCapital. During such period, if requested by HealthpointCapital we must also have engaged in, and caused our financial advisors to have engaged in, good faith negotiations with respect to any counterproposal to a superior proposal or any amendments to the Share Purchase Agreement. HealthpointCapital shall not have, during such three business days period, made, and not withdrawn, a bona fide written offer (that will be binding on HealthpointCapital assuming due authorization and execution thereof by us) that our board of directors or the Special Committee has in good faith determined results in the superior proposal no longer being a superior proposal.

Nothing in the Share Purchase Agreement shall be deemed to prohibit us from taking and disclosing to its stockholders a position with respect to a tender offer required by Rule 14d-9 or Rule 14e-2(a) promulgated under

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the Exchange Act or from making any required disclosure to our stockholders if, in the good faith judgment of the Special Committee or our board of directors, after consultation with outside legal counsel, failure to so disclose would conflict with applicable law.

If such recommendation is withdrawn, qualified or modified, or if it is publicly proposed to do such action, then we will be required to obtain the affirmative vote of a majority of the shares of our common stock voting on the Share Purchase, excluding shares held by HealthpointCapital, its affiliates and our officers and directors, in order to complete the Share Purchase.

Covenants, Conduct of Business Pending the Share Purchase

HealthpointCapital has agreed to cause Scient x to use its best efforts to conduct its business only in the ordinary course of business consistent with past practice in all material respects, use its best efforts to pay its debts and taxes when due, use its best efforts to pay or perform other material obligations when due, and to use its commercially reasonable efforts to preserve intact Scient x s present business organizations, keep available the services of its present officers and key employees, and preserve its relationships with material customers, suppliers, distributors, licensors, licensees, and others having business dealings with it, maintain its properties and assets in good repair and condition, prevent the lapse of any material intellectual property, operate Scient x s business in all material respects in compliance with all applicable laws, and, subject to applicable law, confer with us concerning operational matters of a material nature. Prior to the closing, HealthpointCapital has agreed to use its best efforts to prevent Scient x or its subsidiaries from doing any of the following without our written consent:

amend Scient x s organizational documents, or otherwise alter its corporate structure through merger, liquidation, reorganization, restructuring or otherwise;

issue, sell, transfer, pledge, dispose of or encumber any shares of capital stock of any class, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of capital stock, or any other ownership interest of Scient x or any of its subsidiaries (except for the issuance of Scient x shares issuable upon the exercise of outstanding Scient x options);

redeem, repurchase or otherwise acquire, directly or indirectly, any shares of capital stock of Scient x or interest in or securities of any of its subsidiaries;

sell, transfer, pledge, dispose of or encumber any properties, facilities, equipment or other assets, except for sales of inventory and equipment in the ordinary course of business and pledges or encumbrances as are required pursuant to Scient x s loan and security agreement with Oxford Finance Corporation, which we refer to as the Scient x Credit Facility;

declare, set aside or pay any dividend or other distribution (whether in cash, stock or other securities or property, or any combination thereof) in respect of any of its capital stock or other equity interests;

split, combine or reclassify any shares of its capital stock or other securities or equity interests, or issue any other securities in respect of, in lieu of or in substitution for shares of its capital stock or equity interests;

sell, transfer, lease, license, sublicense, mortgage, pledge, dispose of, encumber, grant or otherwise dispose of any Scient x intellectual property other than non-exclusive licenses made in the ordinary course of business consistent with past practice and such pledges or encumbrances as are required pursuant to the Scient x Credit Facility, or amend or modify any existing agreements with respect to any Scient x intellectual property;

acquire (by merger, consolidation, acquisition of stock or assets or otherwise) any corporation, limited liability company, partnership, joint venture or other business organization or division thereof;

incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse or otherwise as an accommodation become responsible for the obligations of any person, or

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make any loans, advances or enter into any financial commitments, except in the ordinary course of business and as otherwise permitted under any loan or credit agreement to which Scient x or any of its subsidiaries is a party as of the date of the Share Purchase Agreement;

authorize any capital expenditures in excess of \$500,000 in the aggregate;

take or permit to be taken any action to increase the compensation payable to its officers or employees, except for increases in salary or wages in accordance with agreements entered into prior to the date of the Share Purchase Agreement or otherwise in the ordinary course of business consistent with past practice, grant any additional severance or termination pay to, or enter into any employment or severance agreements with, its officers, grant any severance or termination pay to, or enter into any employment or severance agreement with, any employee except in accordance with agreements entered into before the date of the Share Purchase Agreement or otherwise in the ordinary course of business consistent with past practice, enter into any collective bargaining agreement, or establish, adopt, enter into or amend any bonus, profit sharing, thrift, compensation, stock option, restricted stock, pension, retirement, deferred compensation, employment, termination, severance or other plan, trust, fund, policy or arrangement for the benefit of any of its directors, officers or employees, other than as required to comply with applicable law;

change any accounting policies or procedures (including, without limitation, procedures with respect to reserves, revenue recognition, payments of accounts payable and collection of accounts receivable), unless required by applicable accounting principles or law;

create, incur, suffer to exist or assume any lien on any of its properties, facilities or other assets that would have been required to be disclosed to us if existing on the date of the Share Purchase Agreement, other than liens pursuant to any loan or credit agreement to which Scient x or any of its subsidiaries is a party as of the date of the Share Purchase Agreement;

other than in the ordinary course of business, enter into any material contract, modify, amend, transfer or terminate any material contract or waive, release or assign any rights or claims thereto or thereunder, or enter into or extend any lease with respect to real property;

enter into any material agreement, or amend the terms of any existing material agreement, which grants to any person exclusive supply, manufacturing, production, marketing or distribution rights with respect to any of its products or technologies;

make any material tax election, settle or compromise any material federal, state, local or foreign tax liability, agree to an extension of a statute of limitations with respect thereto, file any material amendment to any material tax return, or settle any material claim, action, suit proceeding, investigation or assessment in respect of taxes;

pay, discharge, satisfy or settle any litigation or waive, assign or release any rights or claims with respect thereto, other than settlements in the ordinary course of business that involve only the payment of non-material amounts of cash and do not involve any admission with respect to any criminal wrongdoing or the invalidity or unenforceability of, or any infringement with respect to, any Scient x intellectual property;

amend the terms of any outstanding Scient x options, except as expressly contemplated in the Share Purchase Agreement;

other than in the ordinary course of business consistent with past practice, except for insurance coverage that will terminate as a result of the transactions contemplated by the Share Purchase Agreement, fail to maintain in full force and effect all insurance

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policies currently in effect, or permit any of the coverage thereunder to lapse, in each case without simultaneously securing replacement insurance policies which will be in full force and effect and provide coverage substantially similar to or greater than under the prior insurance policies;

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take any action if such action could reasonably be expected to result in any of the conditions to the closing set forth in the Share Purchase Agreement not being satisfied as of the closing date; or

authorize, recommend, propose, announce or enter into any agreement, contract, commitment or arrangement to do any of the foregoing.

Other Agreements

HealthpointCapital has agreed to use its commercially reasonable efforts to cause Scient x to:

solicit and accept customer orders in the ordinary course of business; and

consistent with applicable antitrust laws, cooperate with us in communicating with suppliers and customers to accomplish the orderly transfer of the business and operations of Scient x and its subsidiaries to our control on the closing date.

We have agreed on behalf of us and our subsidiaries to conduct our business only in the ordinary course of business consistent with past practice in all material respects and to use commercially reasonable efforts to:

pay our debts and taxes when due, subject to good faith disputes over such debts or taxes;

pay or perform other material obligations when due;

preserve our relationships with material customers, suppliers, distributors, licensors, licensees and others having business dealings with us;

solicit and accept customer orders in the ordinary course of business; and

consistent with applicable antitrust laws, cooperate with Scient x in communicating with suppliers and customers to accomplish the orderly transfer of the business and operations of Scient x and its subsidiaries to our control on the closing date.

We have agreed on behalf of us and our subsidiaries not to do any of the following without the prior written consent of HealthpointCapital:

amend our organizational documents, except for any amendments required by any law, or otherwise alter our corporate structure through merger, liquidation, reorganization, restructuring or otherwise;

redeem, repurchase or otherwise acquire, directly or indirectly, any shares of our capital stock or interest in or securities of any of our subsidiaries, other than repurchases of unvested shares of restricted stock issued under our equity compensation plans;

declare, set aside or pay any dividend or other distribution (whether in cash, stock or other securities or property, or any combination thereof) in respect of any of our capital stock or other equity interests;

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issue, deliver, sell, grant, pledge or otherwise dispose of or encumber any shares of our capital stock, any other voting securities or any securities convertible into or exercisable or exchangeable for, or any rights, warrants or options to acquire, any such shares, voting securities or convertible, exercisable or exchangeable securities (other than the issuance of securities pursuant to our employee benefit plans in the ordinary course of business);

take any action if such action could reasonably be expected to result in any of the conditions to the closing set forth in the Share Purchase Agreement not being satisfied as of the closing date; or

authorize, recommend, propose, announce or enter into any agreement, contract, commitment or arrangement to do any of the foregoing.

Each of the parties to the Share Purchase Agreement has agreed to use commercially reasonable efforts to:

take all actions necessary to complete the Share Purchase;

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obtain all licenses, certificates, permits, consents, approvals, authorizations, qualifications and orders from governmental entities and parties to contracts as are necessary for the consummation of the Share Purchase;

effect all registrations, filings and notices with or to governmental entities required in connection with the transactions;

furnish to each other party such information and assistance as reasonably may be requested in connection with the foregoing; and

lift, rescind or mitigate the effects of any injunction, restraining order or other ruling by a governmental authority adversely affecting the ability of any party to consummate the transactions contemplated by the Share Purchase Agreement and to prevent, with respect to any such threatened injunction, restraining order or other such ruling, the issuance or entry thereof.

Each of the parties to the Share Purchase Agreement has agreed to use commercially reasonable efforts to obtain any required antitrust clearance, including to use commercially reasonable efforts to:

make, as promptly as practicable after the date hereof, all filings required by the HSR Act and all other applicable antitrust laws, submit as promptly as practicable all additional information and documents reasonably requested by a governmental authority under the HSR Act or any other applicable antitrust law, and not take or fail to take any action when such action or failure to act reasonably could be expected to have the effect of materially delaying, impairing or impeding the authorizations, consents, orders, approvals, actions or non-actions of a governmental authority necessary for the execution, delivery and performance of the Share Purchase Agreement, and for the consummation of the transactions contemplated thereby; and

cooperate with each other, keep the other party timely informed of any communication received from, or given to, any governmental authority, permit the other parties to review in advance any communication from it to any governmental authority or any other person, and consult with the other parties in advance of any meeting or conference with any governmental authority or any other person.

In furtherance and not in limitation of the covenants listed above, and notwithstanding anything to the contrary in the Share Purchase Agreement, we are not obligated to divest, hold separate, or otherwise take or commit to take any action that limits our freedom of action with respect to Scient x or us or any of our respective businesses, product lines or assets, or to alter or restrict materially the business or commercial practices of Scient x or us or any of our respective affiliates. Notwithstanding anything to the contrary in the Share Purchase Agreement, neither we nor HealthpointCapital are obligated to change or agree to change the proposed structure of the transactions contemplated by the Share Purchase Agreement (including if such change would cause an antitrust challenge to be vacated, lifted, reversed or overturned in a manner that preserves the intended benefits of the transactions contemplated by the Share Purchase Agreement) or to agree to modify the amount or kind of consideration to be received by HealthpointCapital as provided in the Share Purchase Agreement or any of the material terms of the Share Purchase Agreement.

The parties have further agreed that:

except as otherwise required by applicable law, no party shall issue or cause the publication of any press release or other public announcement with respect to the transactions contemplated by the Share Purchase Agreement without the consent of each other party, which consent shall not be unreasonably withheld, conditioned or delayed;

HealthpointCapital shall appear at the special meeting or otherwise cause the shares of our common stock it beneficially owns to be present at the meeting for purposes of establishing a quorum, and to vote in favor of the issuance of the Shares;

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we will use commercially reasonable efforts to make certain filings with NASDAQ to list the shares of our common stock issued to the Scientific shareholders in connection with the Share Purchase;

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no party shall take any action that would reasonably be likely to prevent the transaction contemplated by the Share Purchase Agreement from qualifying as a reorganization within the meaning of Section 368(a) of the U.S. Internal Revenue Code, and prior to the closing date, each party shall use its best efforts to cause the transaction to qualify as such;

HealthpointCapital shall use its commercially reasonable efforts to cause the remaining 5% of the shareholders of Scient x who are not parties to the Share Purchase Agreement to enter into share purchase agreements with us for the sale and transfer of their shares of Scient x to us for the same consideration per share as contemplated in the Share Purchase Agreement;

effective as of the end of the last full payroll period prior to the closing, if requested in writing by us at least 10 business days prior to the closing, HealthpointCapital shall cause Scient x to terminate any and all 401(k) plans sponsored or maintained by Scient x or any of its subsidiaries, and shall provide us evidence that each such 401(k) plan has been terminated pursuant to resolutions of the board of directors of Scient x or the applicable subsidiary, as appropriate, that are reasonably acceptable to us; and

we shall complete the formation of our acquisition subsidiaries, and upon completion of such formation, cause them to join the Share Purchase Agreement as parties by executing and delivering instruments of joinder.

Registration Rights

We have agreed that following the Share Purchase, the Scient x shareholders will have registration rights pursuant to a registration rights agreement to be entered into as of the closing. Pursuant to the registration rights agreement, HealthpointCapital and the other Scient x shareholders will have demand and piggy-back registration rights with respect to the Share Purchase Shares and any other of our shares held by such stockholders that constitute restricted securities under Rule 144 of the Securities Act.

The registration rights agreement is described below beginning on page 76.

Termination

The Share Purchase Agreement may be terminated at any time prior to the closing, whether before or after we have obtained stockholder approval (unless indicated otherwise below):

by mutual written consent of us and HealthpointCapital;

by either us or HealthpointCapital if a governmental authority shall have issued an order or taken any other action that, in each case, has become final and non-appealable and that restrains, enjoins or otherwise prohibits the consummation of the Share Purchase or a transaction on substantially similar terms and conditions, unless the party seeking termination has not complied in all material respects with its obligations under the Share Purchase Agreement;

by us, if we are not in material breach of our obligations under the Share Purchase Agreement, and if at any time any of the representations and warranties of HealthpointCapital in the Share Purchase Agreement are or become untrue or inaccurate such that the condition to closing pertaining to such representations and warranties would not be satisfied, or there has been a breach on the part of HealthpointCapital of any covenants or agreements contained in the Share Purchase Agreement such that the condition to closing pertaining to such covenants would not be satisfied, and, in both cases, such breach (if curable) has not been cured within 30 days after written notice thereof to HealthpointCapital;

by HealthpointCapital, if HealthpointCapital is not in material breach of its obligations under the Share Purchase Agreement, and if at any time our representations and warranties become untrue or inaccurate such that the condition to closing pertaining to such representations and warranties would not be satisfied, or there has been a breach on our part of any of our respective covenants or

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agreements contained in the Share Purchase Agreement such that the condition to closing pertaining to such covenants would not be satisfied, and, in both cases, such breach (if curable) has not been cured within 30 days after written notice thereof to us;

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by either us or HealthpointCapital (provided that HealthpointCapital has caused its shares of our common stock to be present and voted in favor of the issuance of the Shares at the special meeting), if, at the special meeting, the requisite vote shall not have been obtained or if our board of directors or the Special Committee has failed to recommend the issuance of the Shares, has withdrawn, qualified or modified its recommendation in favor of the issuance of the Shares, or has publicly proposed to do so, and the requisite vote of stockholders that are unaffiliated with HealthpointCapital shall not have been obtained;

by either us or HealthpointCapital if the Share Purchase shall not have been consummated within four months after the date of the Share Purchase Agreement, provided that the right to terminate shall not be available to any party whose material breach or failure to fulfill any obligation under the Share Purchase Agreement has been the principal cause of the failure of the Share Purchase to be consummated before such date;

by HealthpointCapital if our board of directors or the Special Committee has failed to recommend the issuance of the Shares, has withdrawn, qualified or modified its recommendation in favor of the issuance of the Shares, or has publicly proposed to do so; and

by us, prior to the approval of the issuance of the Shares by our stockholders, to accept a superior proposal, if we have not materially breached our obligations not to solicit acquisition proposals or to conduct the special meeting in accordance with the Share Purchase Agreement.

Expenses and Reimbursement

Generally, all fees and expenses incurred by the parties in connection with the Share Purchase Agreement shall be paid by the relevant party incurring such fees and expenses, whether or not the Share Purchase is consummated, except that we and the Scient x shareholders shall share the filing fees, with us paying 72% of such fees and the Scient x shareholders paying 28% of such fees, for all pre-merger notification reports under the HSR Act and any other applicable antitrust law relating to the Share Purchase, with the portion payable by the Scient x shareholders paid by a pro rata reduction in the number of Shares otherwise payable to them at the closing. We and the Scient x shareholders shall share equally the cost of registering the transfer of shares of Scient x with the French tax authorities and relevant registration duties, with the portion payable by the Scient x shareholders paid by a pro rata reduction in the number of Shares otherwise payable to them at the closing. We shall reimburse Scient x for amounts paid in connection with accounting fees relating to the conversion of the Scient x financial statements and interim financial statements into United States GAAP. The Scient x shareholders shall pay the advisors' fees incurred by HealthpointCapital in connection with the Share Purchase, through a pro rata reduction in the number of Shares otherwise payable to them at the closing, and we shall pay the cash amount of such fees. We have agreed to pay a termination fee to HealthpointCapital equal to \$3.2 million if the Share Purchase Agreement is terminated:

by HealthpointCapital because our board of directors or the Special Committee has failed to recommend the issuance of the Shares, has withdrawn, qualified or modified its recommendation in favor of the issuance of the Shares, or has publicly proposed to do so;

by us, prior to the approval of the issuance of the Shares by our stockholders, to accept a superior proposal, if we have not materially breached our obligations not to solicit acquisition proposals or to comply with the covenants relating to the special meeting and our right to change the Special Committee recommendation in accordance with the Share Purchase Agreement;

by either us or HealthpointCapital if, at the special meeting, the requisite vote shall not have been obtained or if our board of directors or the Special Committee has failed to recommend the issuance of the Shares, has withdrawn, qualified or modified its recommendation in favor of the issuance of the Shares, or has publicly proposed to do so, and the requisite vote of stockholders that are unaffiliated with HealthpointCapital shall not have been obtained, and if, at or prior to the time of such termination there shall have been a public announcement of a proposal for a transaction involving us where there is

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an acquisition or purchase from us or our subsidiaries of 5% of more of our outstanding securities or assets, or any tender or exchange offer, merger or other business combination, and such transaction is consummated within 12 months of such termination, provided that in the event of termination by HealthpointCapital, HealthpointCapital has caused its shares of Alphatec to be present and voted in favor of the issuance of the Shares at the special meeting;

by either us or HealthpointCapital if the Share Purchase shall not have been consummated within four months after the date of the Share Purchase Agreement and if, at or prior to the time of such termination there shall have been a public announcement of a proposal for an acquisition transaction relating to us, and such transaction is consummated within 12 months of such termination; or

by us or HealthpointCapital if, at the special meeting, the requisite vote shall not have been obtained or if our board of directors or the Special Committee has failed to recommend the issuance of the Shares, has withdrawn, qualified or modified its recommendation in favor of the issuance of the Shares, or has publicly proposed to do so and the requisite vote of stockholders that are unaffiliated with HealthpointCapital shall not have been obtained, and at or prior to the time of such termination, our board of directors or the Special Committee has failed to recommend the issuance of the Shares, has withdrawn, qualified or modified its recommendation in favor of the issuance of the Shares, or has publicly proposed to do so.

In no event shall we be required to pay a termination fee on more than one occasion.

Representations and Warranties

The Share Purchase Agreement contains customary representations and warranties regarding Scient x relating to, among other things:

corporate organization and qualification;

subsidiaries;

capital structure;

noncontravention, appropriate approvals and required filings;

financial statements;

the validity, legality, enforceability and binding nature of material contracts to which the parties or their subsidiaries are a party and the absence of any default or breach to such contracts;

absence of undisclosed liabilities;

absence of material changes;

compliance with certain laws;

internal investigations;

government programs;

customers and suppliers;

permits;

litigation matters;

business activities and practices;

properties and assets;

insurance;

taxes;

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environmental matters;

intellectual property;

employees and consultants;

employee benefits and related matters;

the absence of brokerage or finders' fees or agents' commissions;

regulatory compliance;

interested party transactions;

payment programs;

products;

product or service liability;

product warranties;

inventories;

accounts receivable;

books and records; and

disclosure.

The Share Purchase Agreement contains certain customary representations and warranties of HealthpointCapital relating to, among other things:

organization and qualification;

authorization, due execution and delivery of the Share Purchase Agreement;

no conflict;

title to the Scient x shares;

no prior agreements;

investment intent; and

no other representations or warranties.

The Share Purchase Agreement contains certain customary representations of LuxCo II regarding Scient x Groupe relating to, among other things:

organization and qualification;

no conflict;

capital structure

title to Scient x shares;

Autorité des Marchés Financiers, or AMF, filings;

Scient x Groupe s engineering business; and

no other representations and warranties.

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The Share Purchase Agreement contains certain customary representations and warranties of us relating to, among other things:

corporate organization and qualification;

solvency;

capital structure;

authorization, due execution and delivery of the Share Purchase Agreement;

the absence of any conflicts or violations as a result of the Share Purchase Agreement or the Share Purchase;

the absence of required consents, other than those specified;

compliance with SEC reporting obligations;

financial statements;

agreements, contracts and commitments;

our to-be-formed acquisition subsidiaries;

compliance with laws;

permits;

litigation;

restrictions on business activities;

properties and assets;

taxes;

environmental matters;

intellectual property;

regulatory compliance;

certain business practices;

payment programs;

products;

product or service liability;

product warranty; and

no other representations or warranties.

The Share Purchase Agreement contains certain customary representations and warranties that our acquisition subsidiaries will make upon their formation and joinder as parties to the Share Purchase Agreement, relating to, among other things:

organization and formation;

solvency;

capital structure;

authorization, due execution and delivery of the Share Purchase Agreement;

no conflict;

investment intent; and

no other representations or warranties.

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The representations and warranties of the parties to the Share Purchase Agreement are subject to materiality and knowledge qualifiers in many respects, as well as exceptions contained in disclosure schedules to the Share Purchase Agreement.

This description of the representations and warranties is included to provide investors with information regarding the terms of the Share Purchase Agreement. It is not intended to provide any other factual information about us, Scient x or HealthpointCapital. The assertions embodied in the representations and warranties are subject to qualifications and exceptions and are for the benefit of the parties to the Share Purchase Agreement only. Accordingly, you should not rely on the representations and warranties as characterizations of the actual state of facts at the time they were made or otherwise.

CORPORATE GOVERNANCE AGREEMENT

We have entered into a corporate governance agreement with HealthpointCapital pursuant to which HealthpointCapital has agreed generally not to, directly or indirectly, and subject to certain exceptions, effect, seek, offer or propose to effect or participate in any arrangement or scheme to acquire any of our securities, to join any group regarding any transaction to acquire our securities, or to make any public announcement with respect to, or submit an unsolicited proposal for or offer of (with or without condition), any extraordinary transaction involving us or our securities or assets. However, HealthpointCapital may make a proposal to an independent committee of our board of directors with respect to certain of these transactions, so long as any such proposal is not publicly disclosed. HealthpointCapital has further agreed that if it becomes aware that it beneficially owns more than a permitted number of our shares set forth in the agreement, then it shall promptly take all action necessary to reduce the number of beneficially owned shares in the aggregate to a permitted number of shares.

HealthpointCapital has also agreed that it will not transfer or permit any of its affiliates or associates to transfer any of its shares, except for transfers where no transferee would beneficially own more than the number of shares beneficially owned by HealthpointCapital as of the date of the agreement, transfers to its controlled affiliates, provided that such affiliate becomes a signatory to the agreement, transfers pursuant to a tender or exchange offer, merger or other business combination approved by the board of directors, transfers approved by an independent committee of the board of directors, or transfers to its limited or general partners, if, as a result, no transferee would beneficially own more than the number of shares held by HealthpointCapital as of the date of the corporate governance agreement.

The foregoing description of the corporate governance agreement is qualified in its entirety by reference to the full text of that agreement, which appears as Exhibit A to the Share Purchase Agreement in Annex B to this proxy statement.

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REGISTRATION RIGHTS AGREEMENT

In connection with the closing of the Share Purchase, we will enter into a registration rights agreement with HealthpointCapital and the other Scient x shareholders, which we refer to collectively as the Registration Rights Holders, pursuant to which the Registration Rights Holders will have registration rights with respect to the shares issued in the Share Purchase and any other of our shares held by such stockholders that constitute restricted securities under Rule 144 of the Securities Act, which we refer to as the Registrable Shares.

Pursuant to the registration rights agreement, the Registration Rights Holders will have demand and piggy-back registration rights with respect to the Registrable Shares. At any time after (a) 90 days after the closing of the Share Purchase, or (b) 135 days after the closing of the Share Purchase if we file a resale registration statement prior to the closing of the Share Purchase to register shares of our Common Stock that are issued and sold to third parties in a private placement transaction that is consummated after the date of the Share Purchase Agreement but prior to the closing of the Share Purchase, HealthpointCapital may demand that we register all or a portion of the Registrable Shares for sale under the Securities Act, so long as the market value of such securities on the date of such request is at least \$10 million or represent 3% of the total outstanding shares of our common stock. We will effect the registration as requested, unless disinterested members of our board of directors determine that such registration would materially interfere with any pending or contemplated acquisition, divestiture, financing, registered primary offering or other transaction, or would be materially detrimental to us and our stockholders, in which case we will have the right to defer such registration for a period of up to 60 days.

In addition, if at any time we register any shares of our capital stock, other than in connection with (i) a registration pursuant to an exercise of demand rights described above, (ii) prior to 135 days after the closing of the Share Purchase, a resale registration of our shares of common stock that are issued and sold by us to third parties in a private placement transaction that is consummated after the date of the Share Purchase Agreement and prior to the closing of the Share Purchase (no such private placement transaction is currently planned), (iii) a registration relating solely to a business combination or merger involving us, (iv) a registration relating solely to our employee benefit plans, (v) a registration relating to our reorganization or other transaction under Rule 145 of the Securities Act, or (vi) any registration on any form that does not include substantially the same information as would be required to be included in a registration covering the sale of Registrable Securities, the Registration Rights Holders are entitled to notice of the registration and to include all or a portion of their Registrable Shares in the registration.

A holder's right to demand or include Registrable Shares in a registration is subject to the right of the underwriters to limit the number of shares included in the offering.

Subject to certain exceptions and provided our officers and directors enter into similar agreements, in connection with a piggy-back registration, the Registration Rights Holders have agreed that they will not effect any public sale or distribution of our common stock, enter into a transaction which would have the same effect, or enter into any swap, hedge, or other arrangement that transfers, in whole or in part, any economic consequences of ownership of such securities, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, during the 10 days prior to and the 90 days after the effective time of any underwritten piggy-back registration in which any of such Registration Rights Holder's Registrable Shares are included.

The registration rights agreement contains customary provisions allocating rights and responsibilities and obligating us and the Registration Rights Holders to indemnify each other against certain liabilities arising from any registration of securities.

The foregoing description of the registration rights agreement is qualified in its entirety by reference to the full text of that agreement, which appears as Exhibit E to the Share Purchase Agreement in Annex B to this proxy statement.

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SCIENT X BUSINESS

Overview

Scient x S.A. (referred to in this section as *Scient x* or *the Company*) is a global medical device company based in Guyancourt, France that designs, develops and manufactures surgical implants for the treatment of spinal disorders. The Company's principal product offering is primarily focused on applications for spine fusion surgery, a market estimated to exceed \$8.5 to \$9.0 billion globally. *Scient x* believes it is one of the largest independent spine companies outside of the United States.

Of central importance to *Scient x*'s 20 year history in the spinal implant business are differentiated products used in spinal fusions, posterior dynamic fusion and cervical disc arthroplasty. The Company's product offering includes the Isobar TTL and Isobar Evolution rods, which are semi-rigid rod technologies used in spinal fusion surgeries, as well as cervical and lumbar implants that are also used predominantly in spinal fusion surgeries. In addition, *Scient x* markets motion preservation products outside of the United States. Internationally, *Scient x* sells one of the only available ceramic-on-ceramic cervical discs, the DiscoCerv, which has been implanted in over 3,000 patients since its launch in 2006.

The *Scient x* international distribution network consists of a direct sales force and independent distributors in approximately 50 countries, including the United States. The *Scient x* global surgeon education and training network augments its global distribution capabilities.

Scient x's Products

Semi-rigid rod technologies are core to the Company's strategy of using dynamic fusion to treat lower lumbar spine pathologies. Dynamic fusion immobilizes and stabilizes the spinal segment in a manner that allows for load sharing across the fused construct. Thousands of patients around the world have been treated with Isobar rods for lower lumbar spine pathologies.

Scient x has also developed a ceramic cervical disc called the DiscoCerv that is successfully selling in Europe and globally outside the United States. Over 3,000 discs have been implanted since the product's release in 2006. The implant is differentiated from competitors in several important ways. First, the disc has ceramic articulating surfaces that result in minimal wear debris versus the conventional first generation polyethylene devices on the market. Second, the disc allows for ease of implantation. Third, the disc does not require a keel, which reduces risk of fracturing the cervical spine.

In addition, *Scient x* has recently launched two new pedicle screw technologies used in spinal fusions. The Company has recently released the Isobar TTL Module In system outside of the United States. This system is implanted via posterior approach in the treatment of degenerative spinal indications. The system offers state-of-the-art range of buttress thread inner locking screws and a low-profile top loading design fully compatible with Isobar rods. In the United States, *Scient x* has recently launched its new Xenon pedicle screw system which, like the TTL Module In system, is a low-profile top-loading design.

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Scient x also has a full line of traditional fusion implants and related instrumentation. The Scient x product line also includes the following:

MX Polyaxial Pedicle Screw	A side-loading pedicle screw that is designed to address indications where a lower profile is sought. The MX screw can also be used in conjunction with the Isobar rod.
PCB Evolution Cage Plate	A combined cervical cage/plate system that combines a press-fit titanium cage with a radiolucent PEEK polymer cage that fits the anatomy of the intervertebral chamber. The PCB Evolution Cage Plate is not available for sale in the United States.
TeCorp	A telescopic corpectomy implant design range for use in the cervical, lumbar and thoracic spine that is designed for precise adaptation to the patient s anatomy. The TeCorp is not available for sale in the United States.
PEEK cages	Radiolucent interbody spacers that allow for a precise visualization and tracking of osteogenesis. Scient x s PEEK cages address the cervical, lumbar and thoracic segments of the spine.
Aladyn	A semi-rigid plate system for posterior lumbar fixation that utilizes an S-Shaped dampener that allows for inflexion, extension and compression. The Aladyn is not available for sale in the United States.
Cervical plates	Scient x has a family of cervical plate technologies that restores the stabilization of the cervical spine by an anterior fixation while facilitating straightforward imaging of the vertebrae and the intervertebral space.

Competition

The market for spinal fusion and motion preservation products is a global competitive market subject to rapid technological change and significantly affected by new product introductions and other market activities of industry participants. The Company believes that its most significant competitors are Medtronic Sofamor Danek, Inc., a subsidiary of Medtronic, Inc., DePuy Spine, Inc., a subsidiary of Johnson & Johnson, and Synthes, Inc. The Company also considers firms such as Stryker, Nuvasive Zimmer, Biomet, Orthofix, Globus and many new, smaller and well-funded entrants in the industry to be significant competitors. In the early 2000 s, the spine market in which Scient x competes was growing more rapidly than it is today. This decelerating growth, combined with such significant competition, makes achieving significant revenue growth more challenging than in prior years.

The Company s competitors may have more established distribution networks, more established relationships with physicians, and greater experience in developing, launching, marketing and distributing products. In addition, conservative care or non-operative spinal therapies provided by rehabilitation companies, physician practice groups and the like constitute an additional form of potential competition.

The Company has sought to address this highly competitive market by providing differentiated implant designs and technological approaches to spine disorders. In addition, Scient x has also sought to achieve first mover advantages in global markets where few of the smaller spine companies have the resources, educational reach or global branding to penetrate such markets.

Sales and Marketing

Scient x distributes its products in more than 50 countries, with the majority of its sales in the United States and Europe. The Company s international distribution network consists of direct sales agents and independent distributors. The Company believes that there are approximately 180 sales representatives that sell the

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Company's products. Most of the Company's distribution agreements with independent distributors outside the United States are exclusive, meaning that with respect to spinal implants, the independent distributor is permitted to sell only Scient x's spinal implant products.

In the United States, Scient x presently has approximately 30 independent distributors under exclusive and non-exclusive distribution agreements. Under non-exclusive agreements, with respect to spinal implants, the Company's distributors are permitted to sell third-party spinal implant products. Scient x believes that expanding the number of its products that are FDA cleared and approved for sale in the United States will offer the Company access to more surgeons and increased revenue opportunities and, importantly, enable Scient x to improve its distribution in the United States by using the increased breadth of its product offering to enter into a higher percentage of exclusive distribution agreements. Scient x's marketing department conducts various activities to promote the Company and its products, including:

conducting market analyses;

conducting competitive analyses;

summarizing clinical literature;

organizing surgical training courses;

attending international scientific meetings; and

developing product documentation.

The marketing department's objective is to increase the Company's product visibility, product differentiation, brand awareness and to increase market acceptance of the Company's products.

Surgeon Training and Education

To support surgeon training and education, Scient x has developed a dedicated state-of-the-art cadaver training program known as BASIC X to train surgeons and build their awareness of the Company's surgical solutions. The BASIC X course is held twice per year and to date more than 100 surgeons have attended the BASIC X course. The Company also organizes smaller, periodic surgeon training events conducted by leading surgeons at hospitals around the world. In addition, to further support surgeon training, Scient x:

sponsors scientific clinical events and meetings; and

sponsors the Inspiration (International Spine Research and Innovation), Argos and Sisyphian Spinal Society meetings in the United States, Europe, Asia and Latin America.

The Company believes that its sponsorship of and participation in these scientific conferences increases its visibility in the spine community in a number of diverse geographic regions, demonstrates its commitment to scientific research in the field of spinal treatment and generates awareness of Scient x and its products.

Scient x works actively with surgeons to facilitate presentations at major spinal conferences of clinical results using the Company's products. Scient x believes that surgeon presentations at conferences and surgeon publication of clinical results increase the profile of such surgeons in the international spinal community, which in turn, leads to a greater awareness of Scient x and its products.

Research and Development

Scientex is highly committed to its research and development activity and has an active clinical and scientific study program. The Company's research and development and clinical studies team has extensive experience in developing products to treat spine disorders. The Company focuses its research and development efforts on enhancing and upgrading the Company's current product portfolio and supplementing it with new

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pipeline products. The Company devotes significant resources to developing and commercializing semi-rigid technologies for dynamic fusion, cervical disc arthroplasty and minimally invasive access techniques that are intended to improve patient outcomes.

The research and development department works closely with the Company's international and United States scientific advisory boards and surgeons globally to design differentiated spinal implants and improve patient outcomes.

Intellectual Property

Scient x relies on patent filings, as well as other means of protecting its intellectual property, such as copyrights, trademarks, confidentiality agreements, and other contractual restrictions.

As of September 30, 2009, Scient x owned 16 issued U.S. patents, 220 issued foreign patents and seven pending patent applications, all of which are pending U.S. applications, and 18 pending international and pending foreign national applications.

Manufacturing

Scient x outsources the majority of the manufacturing operations for its implants and instrumentation and utilizes over 50 different suppliers and subcontractors. Scient x is subject to the FDA's quality system regulations and regulations promulgated by the European Union. Scient x periodically inspects and audits its compliance with these regulations, and to the extent that deficiencies are discovered, Scient x implements corrective actions to achieve compliance. Scient x's manufacturing processes are FDA registered and certified by the International Organization for Standardization, referred to as the ISO, where required. The Company's facilities and the facilities of its third-party manufacturers are subject to periodic unannounced inspections by regulatory authorities, and may undergo compliance inspections conducted by the FDA and competent authorities in the European Union. The Company manufactures certain of its implants at its facility located in Arras, France.

Due to the stringent regulations governing the manufacture of its products, the Company's agreements with suppliers require them to comply with FDA, ISO, and Scient x's specifications. Scient x actively audits and monitors its suppliers' performance from a quality assurance perspective. Moreover, under its existing supply contracts, Scient x reserves the right to inspect and assure the conformity of each product and product component to its specifications. Scient x believes that outsourcing its manufacturing operations minimizes its capital investment, helps control costs and allows it to compete with larger volume manufacturers of spinal implants. Scient x is currently working with its third-party manufacturers to increase manufacturing capacity as necessary to support the growth in demand for Scient x's products. Scient x is also working with suppliers to improve its process of selecting, qualifying and managing suppliers. Scient x may consider manufacturing certain products or product components internally, if and when demand or quality requirements make it appropriate to do so.

The Company's third-party manufacturers generally operate under contracts with terms that require the manufacturers to source the raw materials necessary for the production of the Company's products, including iron, titanium, titanium alloys, stainless steel and Radel. The contract prices paid by Scient x are fixed so that the manufacturers absorb or benefit from changes in the costs of raw materials during the term of the contract. The one exception to this general framework is with regard to supplies of PEEK, which the Company sources directly from a single vendor, Invibio Ltd., and provides to its manufacturers.

Government Regulation

The European Union, which is the most significant revenue territory for Scient x, has adopted numerous directives and standards that regulate the design, manufacture, marketing and quality assurance programs for medical devices. Devices that conform to the requirements of a relevant directive will be entitled to bear the Conformance Européenne, or CE mark, and, accordingly, can be commercially distributed throughout the member states of the European Union and other countries that comply with or mirror these directives. Compliance with

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voluntary harmonized standards, including those issued by the ISO, establishes the presumption of conformity with the essential requirements for a CE mark. Manufacturers must demonstrate that their devices conform to the relevant essential requirements through a conformity assessment procedure. The method of assessing conformity varies depending on the type and classification of the product. The classification rules are mainly based on three criteria: the length of time the product is in contact with the body, the degree of invasiveness, and the extent to which the product affects the anatomy. Medical devices in all but the lowest risk classification are also subject to a notified body conformity assessment. Notified bodies are often private entities and are authorized or licensed to perform such assessments by government authorities. Conformity assessment procedures require a technical review of the manufacturer's product and an assessment of available clinical evidence, literature data for the product and post-market experience in respect of similar products already marketed. Notified bodies may also perform audits of the manufacturer's quality system. If satisfied that the product conforms to the relevant essential requirements, the notified body issues a certificate of conformity, which the manufacturer uses as a basis for its own declaration of conformity and application of the CE mark.

Scient x's products are also subject to extensive regulation by United States federal and state regulatory bodies and comparable authorities in other non-European countries. To ensure that medical products distributed are safe and effective for their intended use, the FDA and comparable authorities outside of the United States impose regulations that govern product design and development, testing, manufacturing, labeling and advertising, storage, marketing, sales and distribution.

Each medical device Scient x intends to commercially distribute in the United States requires either prior 510(k) clearance or approval of a premarket approval application, or PMA, unless certain exemptions apply. To obtain 510(k) clearance prior to marketing, Scient x must submit a notification to the FDA demonstrating that the proposed device is substantially equivalent to a device legally marketed in the United States for which a PMA was not required. If the device cannot be cleared through the 510(k) process, a PMA application must be submitted. The PMA process involves extensive data support such as design files, preclinical, clinical trials, manufacturing and labeling that validate the safety and effectiveness of the device for its intended use. The PMA process is therefore more costly and time consuming than the 510(k) process.

After a device receives 510(k) clearance, any modification that could significantly affect its safety or effectiveness, or that would constitute a new or major change in its intended use, would require either a new 510(k) or a PMA depending on the nature of the modifications. If Scient x fails to seek a 510(k) clearance or PMA for such modifications, the FDA could prohibit the Company from marketing the modified device and/or recall such device until 510(k) clearance or a PMA is obtained.

After a device is placed on the market, numerous FDA and other regulatory requirements continue to apply, including quality system regulations, which require manufacturers and third-party contract manufacturers to follow stringent design, testing, control, documentation, labeling, complaint monitoring, adverse event reporting and other quality assurance controls. In addition, the Company's facilities are subject to regular FDA inspections.

Scient x is subject to various federal and state laws concerning healthcare fraud and abuse, including false claims laws and anti-kickback laws. Further, the Company is affected by United States federal and state laws that protect the confidentiality of certain patient health information, including patient medical records, and restrict the use and disclosure of patient health information by healthcare providers.

Legal Proceedings

Orthotec

In 2002, Eurosururgical, a French company operating in the business of the sale and marketing of spinal implants, entered into a distribution agreement for the United States, Mexico, Canada, India and Australia with Orthotec, LLC, a California company. In 2004, Orthotec sued Eurosururgical in connection with an intellectual property dispute and a \$9 million judgment was entered against Eurosururgical by a California court. At the same time, a federal court declared Eurosururgical liable to Orthotec for \$30 million.

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In 2006, EuroSurgical's European assets were ultimately acquired by Surgiview, SAS in a sale approved by a French court. Pursuant to this sale, Surgiview, SAS became a subsidiary of Scient x in 2006. Orthotec attempted to recover on EuroSurgical's obligations in California and federal courts by filing a motion in a California court to add Surgiview to the judgment against EuroSurgical on theories including successor liability and fraudulent conveyance. In February 2007, the California court dismissed Orthotec's motion, indicating that Orthotec had not carried its burden of proof to establish successor liability. Orthotec then chose to not proceed with a further hearing in June 2007.

After the acquisition of Scient x by HealthpointCapital in late 2007, Orthotec sued Scient x, Surgiview, HealthpointCapital and certain Scient x directors in the California and New York state and federal courts. In July 2008, the federal court dismissed Orthotec on jurisdictional grounds. In April 2009, the California court dismissed this matter on jurisdictional grounds, and Orthotec has appealed such dismissal. In July 2009, Orthotec dismissed Scient x from the suit in New York state court. In November 2009, the New York state court dismissed Orthotec's claims with respect to the other defendants based on collateral estoppel. Orthotec has commenced an appeal of the November 2009 ruling.

DAK Surgical, Inc.

In 2004, Scient x USA entered into a distribution agreement with DAK Surgical, Inc., an independent distributor, for the distribution of Scient x's products in certain defined sales areas. In September 2007, shortly after the termination of its distribution contract, DAK Surgical filed a lawsuit against Scient x USA and Scient x in which it alleges (among other things) that it is entitled to a change of control payment pursuant to the terminated distribution contract. Scient x believes that the suit has no merit and shall continue to vigorously defend against the suit.

Matters Related to the Dismissed Qui Tam Matter

On August 13, 2009, a complaint filed under the qui tam provisions of the United States Federal False Claims Act, or the FCA, that had been filed by private parties against Scient x's subsidiary, Scient x USA, Inc., or Scient x USA, was unsealed by the United States District Court for the Middle District of Florida (*Hudak v. Scient x USA, Inc., et al.* (Civil Action No. 6:08-cv-1556-Orl-22DAB, U.S. District Court, W.D. Florida). The complaint alleged violations of the FCA arising from allegations that Scient x USA engaged in improper activities related to consulting payments to surgeon customers. Under the FCA, the United States Department of Justice, Civil Division, or DOJ, had a certain period of time in which to decide whether to intervene and conduct the action against Scient x USA, or to decline to intervene and allow the private plaintiffs to proceed with the case. On August 7, 2009, the DOJ filed a notice informing the court that it was declining to intervene in the case. On December 4, 2009, the private plaintiffs who filed the action moved the court to dismiss the matter without prejudice and the Attorney General consented to such dismissal on December 14, 2009.

The matter was dismissed without prejudice on December 15, 2009. Despite the dismissal of this matter, the DOJ is continuing its review of the facts alleged by the original plaintiffs in this matter. Scient x USA believes that its business practices were in compliance with the FCA and intends to vigorously defend itself with respect to the allegations contained in the qui tam complaint. To date, Scient x USA has not been subpoenaed by any governmental agency in connection with this review.

General

In the ordinary course of business, Scient x may face various claims brought by third parties and Scient x may, from time to time, make claims or take legal actions to assert its rights, including matters relating to intellectual property rights, employment relationships, business and contractual relationships and the safety or efficacy of its products. Any of these claims could subject Scient x to costly litigation. While Scient x generally believes that it has adequate insurance to cover many different types of liabilities, it may be subject to claims that

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are not covered by insurance, and even where an insurance policy appears to apply, its insurance carriers may deny coverage, may be inadequately capitalized to pay on valid claims, or its policy limits may be inadequate to fully satisfy any damage awards or settlements. If this were to happen, the payment of any such awards could have a material adverse effect on Scient x's consolidated operations, cash flows and financial position. Additionally, any such claims, whether or not successful, could damage Scient x's reputation and business.

Facilities

The Company's operations are headquartered in Guyancourt, France. Scient x does not own any real property. The business conducts its operations in leased properties pursuant to lease agreements with customary terms and conditions. The following table describes the location, size, duration of lease and use of each of the Company's leased facilities that are material to the business.

Leaseholder	Location	Use	Approximate Size (Square feet)	Lease expiration
Scient x, SA	Guyancourt, France	Offices	4,500	Expired. Scient x SA is paying rent on a month-to-month basis and is in the process of negotiating a new lease with the landlord
Surgiview SAS	Beaurains, France (Arras)	Offices	14,200	December 2013
		Sales, Manufacturing and Distribution	21,900	
Scient x USA, Inc.	West Chester, Pennsylvania, USA	Offices	6,500	September 30, 2011
		Finished Warehouse Space	2,500	

The Company conducts certain of its manufacturing operations at its facilities in Arras, France. These facilities include distinct areas dedicated to the machinery, tooling, quality control, cleaning and labeling of certain of the Company's products. A majority of the overall Company's implants are manufactured by third parties. The Company also maintains sales offices in Singapore, Dubai, Milan, Argentina and the United Kingdom.

Employees

As of September 30, 2009, Scient x had 140 employees globally, with the highest concentration of employees in its offices in Guyancourt and Arras, France and West Chester, Pennsylvania in the United States. As of September 30, 2009, approximately 48 employees worked in sales and marketing, 23 employees in research and development and clinical studies, 45 employees in logistics and production, and 24 in general, administrative and quality control functions. Scient x and Surgiview, S.A.S., a subsidiary of Scient x, have labor committees and collective bargaining agreements in place. Scient x has never experienced a work stoppage due to labor difficulties and management believes that its relations with employees are currently good.

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**SCIENT X MANAGEMENT S DISCUSSION AND ANALYSIS
OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

You should read the following discussion and analysis of Scient x s financial conditions and results of operations together with Scient x s combined financial statements and related notes included elsewhere in this proxy statement. Some information contained in this discussion and analysis or set forth elsewhere in this proxy statement, including information with respect to Scient x s plans and strategy for its business, future events and future financial performance, includes forward-looking statements that involve risks and uncertainties. You should review the Risk Factors section of this proxy statement for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

Scient x, which we also refer to as the Company, is a global medical device company based in Guyancourt, France that designs, develops and manufactures surgical implants for the treatment of spinal disorders. The Company s principal product offering includes surgical implants and systems for use in cervical, thoracolumbar, intervertebral, minimally invasive, cervical disc arthroplasty and other applications. Such implants and systems are made of titanium, titanium alloy, stainless steel, various ceramics, biomaterials and a biocompatible, radiolucent plastic called polyetheretherketone, or PEEK. Scient x s management believes that such products have differentiated characteristics that make them attractive to its global surgeon customer base by providing solutions for the safe and successful surgical treatment of spinal disorders. Scient x s international sales and distribution network consists of a direct sales force and independent distributors in approximately 50 countries, including the United States. Scient x s global surgeon education and training network augments its global distribution capabilities.

The overall market for spinal fusion, motion preservation and related products is estimated to be \$8.5 to \$9.0 billion globally and is growing between 10% and 12% annually. Scient x s management believes that the Company is one of the largest privately held independent spine companies outside of the United States.

Central to the Company s strategy are products used in spinal fusion procedures, including the Isobar TTL and Isobar Evolution rods, both semi-rigid rod technologies that seek to enhance the quality of a spinal fusion procedure, as well as a full offering of cervical and lumbar implants and systems. In addition, Scient x markets motion preservation products outside of the United States. As an example, Scient x sells one of the only available ceramic-on-ceramic cervical discs, the DiscoCerv, which has been implanted in over 3,000 patients since its launch in 2006.

In 2007, the Company, formerly known as Ideal Medical Product S.A., was a publicly traded company in France on the Eurolist C by Euronext Paris. On November 16, 2007, pursuant to a purchase and sales agreement, HealthpointCapital Partners II, L.P. purchased 61.3% of the shares of Scient x and 61.1% of the voting rights of Scient x. Combined with HealthpointCapital s ownership interest prior to such transaction, which was 33.0% of the shares of Scient x, HealthpointCapital and its affiliates owned 97.1% of the share capital and 96.9% of the voting rights of Scient x.

Scient x s management continually evaluates its product development programs, demand for its products and product launch strategies by regularly monitoring technology trends in the spinal implant industry. This includes facilitating discussions with the surgeon community and the Company s international and United States based scientific advisory boards. Scient x s management also considers several variables associated with the ongoing operations of its business, including surgeon and market demand, product life cycle, scheduled manufacturing, purchasing activity, inventory levels and associated costs, headcount, research and development, selling, marketing and general and administrative expenses.

Table of Contents**Basis of Presentation**

The financial statements present the consolidated financial statements of Scient x Groupe, a holding company, and its operating subsidiaries located in France, the United States, the United Kingdom, Italy, Singapore and Australia engaged in the spinal implant business. The financial statements do not present any operations of subsidiaries of Scient x that were engaged in a medical engineering business that was sold and discontinued on January 24, 2008. The financial statements include all revenues and costs to operate the spinal implant business on a standalone basis. The spinal implant business and the medical engineering business were managed, financed and operated autonomously while they were under common control of Scient x. There were no shared expenses between the two businesses and the two businesses filed separate tax returns. Therefore, no costs were required to be allocated to the Company s financial statements to present the financial statements of a standalone business. The resulting cash proceeds from the sale of the medical engineering business have been recorded as a capital contribution.

The consolidated financial statements are prepared in euros and have been presented in accordance with U.S. generally accepted accounting principles, or GAAP. All significant intercompany transactions and accounts between the operating subsidiaries have been eliminated in the consolidation.

Statement of Operations

The following is a description of the primary components of the Company s revenues and expenses:

Revenues. Scient x derives its revenues primarily from the sale of spinal surgery implants used in the treatment of spine disorders. The Company sells its products primarily through its direct and independent distributor sales force. The Company recognizes revenue when all four of the following criteria are met: (i) persuasive evidence that an arrangement exists; (ii) delivery of the products has occurred; (iii) the selling price is fixed or determinable; and (iv) collectability is reasonably assured. In addition, the Company follows the provisions of the Revenue topic of the FASB Accounting Standard Codification (formerly included in the Securities and Exchange Commission Staff Accounting Bulletin (SAB) No. 104, *Revenue*), which sets forth guidelines for the timing of revenue recognition based upon factors such as passage of title, installation, payment and customer acceptance.

The Company s revenue from sales of spinal implants is generally recognized upon delivery to an independent distributor that subsequently resells its products to a healthcare provider, and upon use in a surgical procedure with respect to sales agents that do not directly purchase products from Scient x for resale.

The U.S. subsidiary has consigned implants and related instrumentation at field locations. In the U.S., once a product is delivered to the third party hospitals from either the distributors or the sales agents, the hospital issues a purchase order to the U.S. subsidiary. Revenue is recognized once the purchase order is received from the hospital.

Scient x usually does not provide for extended payment terms, either for hospitals or distributors. The Company has no significant history of returns regarding spinal implants.

Cost of Goods. Cost of goods sold consists of direct product costs such as materials, labor, logistics, quality assurance, product royalties, depreciation of instruments and the amortization of purchased intangibles. While Scient x outsources the supply of a substantial portion of its products sold, a lesser portion of such products are manufactured in-house. Therefore, product costs consist primarily of materials and components, direct labor, some manufacturing overhead, and depreciation of surgical instruments. The Company incurs royalties related to technology licensed from third parties and products developed in part by surgeons with whom the Company collaborates in its product development programs. Increases in the Company s reserve for excess and obsolete inventory result in a corresponding expense to cost of goods sold.

Research and Development. Research and development expenses consist primarily of costs associated with the design, development, testing and enhancement of the Company s products. Research and development costs

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also include salaries and related employee benefits, research-related overhead expenses and fees paid to external service providers. Expenses related to research and development are expensed as incurred. In the United States and France, such expenses form the basis for a tax credit, which is recorded as a current tax benefit in the period in which the expenses are incurred. In France, if the credit is not used to offset taxes payable in the three years following its generation, the credit is reimbursed by the government in cash.

Sales and Marketing. Sales and marketing expense consists primarily of salaries and related employee benefits, sales commissions and support costs, professional service fees, travel, medical education, trade shows and marketing costs.

General and Administrative. General and administrative expense consists primarily of salaries and related employee benefits, professional service fees and legal costs.

Total Non Operating Income (Expense). Total other income (expense) consists mainly of income (expense) not core to the Company's operating business.

Income Tax Provision. The Company accounts for income taxes utilizing an asset and liability approach, which requires the recognition of deferred tax assets and deferred tax liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Scient'x is a French-based company and files income tax returns in France, the United Kingdom, Italy and the United States, including state and local jurisdictions.

Noncontrolling interests. Noncontrolling interests represent part of income or loss attributed to affiliated shareholders and non-affiliated shareholders of Scient'x, and the other affiliated entities owned by Scient'x, including non-affiliated shareholders of Scient'x Italy. As the consolidation is done at the Scient'x Groupe S.A.S. level, this represents a noncontrolling interest for the calculation of the loss or income attributed to the noncontrolling interest.

Table of Contents**Results of Operations**

The first table below provides the Company's statements of operations data for all periods, and the second table below sets forth certain statements of operations data expressed as a percentage of revenues for the periods indicated. As a result of the change in control described above, the purchase consideration and related costs paid by HealthpointCapital were recorded by Scientix Groupe S.A.S. and resulted in a new basis of accounting. The Company's consolidated financial statements separate the Company's 2008 financial year into two distinct periods to indicate the application of two different bases of accounting between the periods presented: (1) the period up to, and including, the January 24, 2008 acquisition date (labeled "Predecessor") and (2) the period after that date (labeled "Successor"). Historical results are not necessarily indicative of the operating results that may be expected in any future period.

(In thousands)	Nine Months Ended September 30, 2009 <i>Successor</i>	Nine Months Ended September 30, 2008	January 25, 2008 through September 30, 2008 <i>Successor</i>	Year Ended December 31, 2008	January 25, 2008 through December 31, 2008 <i>Successor</i>	January 1, 2008 through January 24, 2008 <i>Predecessor</i>	Year Ended December 31, 2007 <i>Predecessor</i>
Revenues	26,964	24,503	23,122	30,484	29,103	1,381	29,690
Cost of goods sold	(12,744)	(13,380)	(12,850)	(18,201)	(17,671)	(530)	(11,858)
<i>Gross profit</i>	14,220	11,123	10,272	12,283	11,432	851	17,832
Research and development expenses	(2,983)	(1,903)	(1,851)	(2,850)	(2,798)	(52)	(2,222)
Selling and marketing expenses	(9,163)	(7,297)	(7,011)	(9,957)	(9,671)	(286)	(10,001)
General and administrative expenses	(8,088)	(4,922)	(4,739)	(7,844)	(7,661)	(183)	(8,119)
Goodwill impairment charge				(30,916)	(30,916)		
Other operating (expense) income				(653)	(653)		
Restructuring costs				(653)	(653)		
Amortization of intangibles pushed down	(3,624)	(3,322)	(3,322)	(4,536)	(4,536)		
IPR&D write off		(6,356)	(6,356)	(6,356)	(6,356)		
Other operating income (expense), net				8	8		(197)
Total operating expenses	(23,858)	(23,800)	(23,279)	(63,104)	(62,583)	(521)	(20,539)
<i>Income (loss) from operations</i>	(9,638)	(12,677)	(13,007)	(50,821)	(51,151)	330	(2,707)
Interest expense	(195)	(252)	(230)	(329)	(307)	(22)	(651)
Exchange gain (loss)	(406)	(145)	(100)	(579)	(534)	(45)	(277)
Other non operating income (expense), net							
Alphatec license upfront and buyback (related party)		(1,667)	(1,667)	(1,667)	(1,667)		2,000
Other non operating income (expense), net	(306)	(118)	(124)	76	70	6	

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<i>Net income (loss) before income taxes</i>	(10,545)	(14,859)	(15,128)	(53,320)	(53,589)	269	(1,635)
Income taxes	1,848	4,458	4,524	4,525	4,591	(66)	(1,043)
Net (loss) income before noncontrolling interest	(8,697)	(10,401)	(10,604)	(48,795)	(48,998)	203	(2,678)
Noncontrolling interest	(1,258)	(598)	(662)	(2,567)	(2,631)	64	517
Net (loss) income	(7,439)	(9,803)	(9,942)	(46,228)	(46,367)	139	(3,195)

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	Nine Months Ended September 30, 2009 <i>Successor</i>	Nine Months Ended September 30, 2008	January 25, 2008 through September 30, 2008 <i>Successor</i>	Year Ended December 31, 2008	January 25, 2008 through December 31, 2008 <i>Successor</i>	January 1, 2008 through January 24, 2008 <i>Predecessor</i>	Year Ended December 31, 2007 <i>Predecessor</i>
Revenues	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Cost of goods sold	(47.3)%	(54.6)%	(55.6)%	(59.7)%	(60.7)%	(38.4)%	(39.9)%
<i>Gross profit</i>	52.7%	45.4%	44.4%	40.3%	39.3%	61.6%	60.1%
Research and development expenses	(11.1)%	(7.8)%	(8.0)%	(9.3)%	(9.6)%	(3.8)%	(7.5)%
Selling and marketing expenses	(34.0)%	(29.8)%	(30.3)%	(32.7)%	(33.2)%	(20.7)%	(33.7)%
General and administrative expenses	(30.0)%	(20.1)%	(20.5)%	(25.7)%	(26.3)%	(13.2)%	(27.3)%
Goodwill impairment charge	0.0%	0.0%	0.0%	(101.4)%	(106.2)%	0.0%	0.0%
Other operating (expense) income							
Restructuring costs	0.0%	0.0%	0.0%	(2.1)%	(2.2)%	0.0%	0.0%
Amortization of intangibles pushed down	(13.4)%	(13.5)%	(14.4)%	(14.9)%	(15.6)%	0.0%	0.0%
IPR&D write off	0.0%	(25.9)%	(27.5)%	(20.9)%	(21.9)%	0.0%	0.0%
Other operating income (expense), net	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	(0.7)%
Total operating expenses	(88.5)%	(97.1)%	(100.7)%	(207.0)%	(215.0)%	(37.7)%	(69.2)%
<i>Income (loss) from operations</i>	(35.8)%	(51.7)%	(56.3)%	(166.7)%	(175.7)%	23.9%	(9.1)%
Interest expense	(0.7)%	(1.0)%	(1.0)%	(1.1)%	(1.1)%	(1.6)%	(2.2)%
Exchange gain (loss)	(1.5)%	(0.6)%	(0.4)%	(1.9)%	(1.8)%	(3.2)%	(0.9)%
Other non operating income (expense), net							
Alphatec license upfront and buyback (related party)	0.0%	(6.8)%	(7.2)%	(5.4)%	(5.7)%	0.0%	6.7%
Other non operating income (expense), net	(1.1)%	(0.5)%	(0.5)%	0.2%	0.2%	0.4%	0.0%

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<i>Net income (loss) before income taxes</i>	(39.1)%	(60.6)%	(65.4)%	(174.9)%	(184.1)%	19.5%	(5.5)%
Income taxes	6.8%	18.2%	19.5%	14.8%	15.8%	(4.8)%	(3.5)%
Net (loss) income before noncontrolling interest	(32.3)%	(42.4)%	(45.9)%	(160.1)%	(168.3)%	14.7%	(9.0)%
Noncontrolling interest	(4.7)%	(2.4)%	(2.9)%	(8.4)%	(9.0)%	4.6%	1.7%
Net (loss) income	(27.6)%	(40.0)%	(43.0)%	(151.7)%	(159.3)%	10.1%	(10.7)%

Year Ended December 31, 2008 Compared to the Year Ended December 31, 2007

Revenues. Revenues were 30.5 million for the year ended December 31, 2008 compared to 29.7 million for the year ended December 31, 2007, representing an increase of 0.8 million, or 2.7%. Adjusting for currency impacts (Euro vs. British pound and Euro vs. U.S. dollar), the Company's revenue growth for the year ended December 31, 2008 compared to the twelve months ended December 31, 2007 was 5.0%. The United States and United Kingdom subsidiaries experienced growth, in their home currencies, in 2008 as compared to 2007, of \$1.9 million, or 27%, and £0.1 million, or 13%, respectively.

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The Company experienced revenue growth for the year ended December 31, 2008 as compared to December 31, 2007 in the following markets: Latin America 1.2 million, or 35%; Asia Pacific 0.5 million, or 19%; France 0.2 million, or 3%; Italy 0.1 million, or 4%; and the United States 0.9 million, or 16%. The Company experienced revenue declines for the year ended December 31, 2008 as compared to December 31, 2007 in the following markets: Europe (0.8) million, or (12%); Middle East Africa (0.9) million, or (33%); and the United Kingdom (0.1) million, or (4%).

Revenue from the cervical product range, which includes the DiscoCerv product, increased from 7.1 million to 7.9 million, or 11.3%, in 2008 as compared to 2007, mainly attributed to the 7.6% growth of the DiscoCerv product. Revenue from the lumbar product range increased from 19.5 million to 21.4 million, or 9.7%, in 2008 as compared to 2007, mainly attributed to the 10% growth in the Isobar line. Revenue from the sales of instrumentation kits remained flat at 1.2 million in both 2008 and 2007.

Cost of Goods. Cost of revenues were 18.2 million for the year ended December 31, 2008 compared to 11.9 million for the year ended December 31, 2007, representing an increase of 6.3 million, or 53.5%. The increase was primarily due to charges related to the inventory step up of 4.3 million associated with the purchase accounting, an increase in inventory reserves of 1.0 million related to obsolescence in the U.K. and U.S. subsidiaries, and 0.7 million in costs associated with an increase in headcount due to sales force harmonization and restructuring where employees were retained and moved from sales to logistics positions.

Gross Profit. Gross profit was 12.3 million, or 40.3% of sales, for the year ended December 31, 2008 compared to 17.8 million, or 60.1% of sales, for the year ended December 31, 2007, representing a decrease of 5.5 million, or 31.1%. The decline in gross margin is primarily due to charges related to the inventory step up of 4.3 million, or 14.0 basis points, associated with the purchase accounting and an increase in inventory reserves of 1.0 million, or 3.3 basis points, related to obsolescence in the U.K. and U.S. subsidiaries.

Research and Development. Research and development expenses were 2.8 million for the year ended December 31, 2008 compared to 2.2 million for the year ended December 31, 2007, representing an increase of 0.6 million, or 28.3%. The increase was primarily due to investment in certain product development projects resulting in increased headcount both in the United States and France, and an increase in professional and consulting partnership services to support key product development projects.

In-process Research and Development. As a result of the HealthpointCapital acquisition and resulting purchase accounting, the Company recorded an in-process research and development, or IPR&D, charge for 6.4 million in 2008. The Company did not record an IPR&D charge in 2007. Technology-related acquired intangible assets were composed of IPR&D for 6.4 million, core technology for 12.1 million, and developed technology for 18.5 million. Management estimated that core and developed technology have 15 and eight years of expected useful life, respectively. The expected lives for the in-process, core and developed technologies were based upon a combination of: (i) historical experience of Scient x, (ii) anticipated product development and introduction schedules, and (iii) expected substitute or replacement technology from competitors. As the technological feasibility associated with the IPR&D had not been established and no future alternative use exists, the Company recorded the charge in 2008 as noted above.

Sales and Marketing. Sales and marketing expenses were 10.0 million as of December 31, 2008 and December 31, 2007.

General and Administrative. General and administrative expenses were 7.8 million for the year ended December 31, 2008 compared to 8.1 million for the year ended December 31, 2007, representing a decrease of 0.3 million, or 3.4%. General and administrative expenses in 2007 included a 4.0 million charge related to a reserve for bad debt allowance on specific receivables from Malaysia and Greece. General and administrative

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expenses in 2008 included charges related to stock-based compensation of 0.7 million, costs associated with the relocation and establishment of the new U.S. facility in Pennsylvania of 1.0 million, and legal fees associated with the DAK and Orthotec litigation matters totaling 1.4 million.

Goodwill Impairment Charge. Goodwill mostly arose from the push down accounting recorded in 2008 following the HealthpointCapital acquisition. Management performed its annual impairment analysis during the fourth quarter of fiscal 2008, and concluded that the carrying value of the reporting unit exceeded its fair value and recorded a goodwill impairment charge of approximately 30.9 million in the statement of operations. The goodwill impairment resulted from a combination of factors, including the global economic downturn in 2008 and decreases in revenue and earnings multiples of comparable companies. No such charge was recorded in 2007.

Restructuring Costs. Restructuring costs were 0.7 million for the year ended December 31, 2008, primarily due to the restructuring of Scient x USA, where charges were incurred relating to employee severance, and the closure of its Florida facility. No such charge was recorded during the year ended December 31, 2007.

Interest Expense. Interest expense was 0.3 million for the year ended December 31, 2008 compared to 0.6 million for the year ended December 31, 2007, representing a decrease of 0.3 million, or 49.5%. The decrease was primarily due to a reduced level of debt.

Other Non-Operating Income (Expense), net. Other non-operating income (expense), net was (1.6) million for the year ended December 31, 2008 compared to 2.0 million for the year ended December 31, 2007, representing a decrease of 3.6 million. This decrease in other non-operating income (expenses) is largely related to the Company's re-purchase of the license to market Isobar from Alphatec in 2008. In 2007, Alphatec purchased the license from Scient x for 2.0 million, which was recorded as other non-operating income.

Income Taxes. Income tax benefit was 4.5 million for the year ended December 31, 2008 compared to income tax expense of 1.0 million for the year ended December 31, 2007, representing a decrease of income tax expense of 5.6 million. The tax benefit mainly resulted from the tax impact related to the amortization of intangible assets together with an IPR&D write-off, partially offset by an increase in deferred tax asset valuation allowance.

Noncontrolling Interest. Noncontrolling interest loss was (2.6) million for the year ended December 31, 2008 compared to noncontrolling interest income of 0.5 million for the year ended December 31, 2007, representing a decrease of 3.1 million. This decrease in noncontrolling interest income relates to the more significant consolidated net loss reported as of December 31, 2008 as compared to the consolidated net loss reported as of December 31, 2007. There were minor changes in percentage of ownership between 2007 and 2008; however, these ownership changes were not material to the total change due to the reported consolidated net loss reported as of December 31, 2008.

Nine Months Ended September 30, 2009 compared to Nine Months Ended September 30, 2008

Revenues. Revenues were 27.0 million for the nine months ended September 30, 2009 compared to 24.5 million for the nine months ended September 30, 2008, representing an increase of 2.5 million, or 10.0%. Adjusting for currency impacts (Euro vs. British pound and Euro vs. U.S. dollar), revenue growth for the nine months ended September 30, 2009 compared to the nine months ended September 30, 2008 was 8.7%. The U.S. and U.K. subsidiaries experienced growth, in their home currencies, in 2009 as compared to 2008, of \$1.3 million, or 19% and 0.1 million, or 7%, respectively.

The Company experienced revenue growth for the nine months ended September 30, 2009 as compared to September 30, 2008 in the following markets: Latin America 0.1 million, or 4%; Asia Pacific 0.6 million, or 19%; Middle East Africa 0.8 million, or 45%; and the United States 1.5 million, or 33%. The Company

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experienced revenue declines for the nine months ended September 30, 2009 as compared to September 30, 2008 in the following markets: Europe (0.1) million, or (2%), France (0.2) million, or (5%); and the United Kingdom (0.1) million, or (9%). Italy remained flat at 1.3 million for both years.

Revenue from the cervical product range, which includes the DiscoCerv product, increased from 6.2 million to 6.8 million, or 10.3%, for the nine months ended September 30, 2009 as compared to the nine months ended September 30, 2008, mainly attributable to the 32.4% growth of the DiscoCerv product. Revenue from the lumbar product range increased from 15.9 million to 18.2 million, or 14.6%, for the nine months ended September 30, 2009 as compared to the nine months ended September 30, 2008, which was mainly attributable to the 21% growth in the Isobar line. Revenue from the sales of instrumentation kits increased from 0.9 million to 1.3 million, or 32%, for the nine months ended September 30, 2009 as compared to the nine months ended September 30, 2008, which was attributable to the launch of new products, mainly the TTL IN Module and Xenon.

Cost of Goods. Cost of goods sold were 12.7 million for the nine months ended September 30, 2009 compared to 13.3 million for the nine months ended September 30, 2008, representing a decrease of 0.6 million, or 4.8%. The decrease was primarily due to savings in material costs associated with supply chain optimization projects and negotiated material price reductions, and a reduction of 0.5 million related to the inventory step up associated with the HealthpointCapital acquisition pushed down to Scient x that was reversed over 18 months.

Gross Profit. Gross profit was 14.2 million, or 52.7% of sales, for the nine months ended September 30, 2009 compared to 11.1 million, or 45.4% of sales, for the nine months ended September 30, 2008, representing an increase of 3.1 million, or 27.8%. As explained above in *Cost of Goods*, the reduced charge associated with the reversal of the inventory step up and supplier price negotiations contributed to the improved gross margin for the nine months ended September 30, 2009.

Research and Development. Research and development expenses were 3.0 million for the nine months ended September 30, 2009 compared to 1.9 million for the nine months ended September 30, 2008, representing an increase of 1.1 million, or 56.8%. The increase was primarily due to increases in compensation expenses related to increased headcount both in the United States and in France, and an increase in professional services and consulting expenses associated with certain product development projects.

Sales and Marketing. Sales and marketing expenses were 9.2 million for the nine months ended September 30, 2009 compared to 7.3 million for the nine months ended September 30, 2008, representing an increase of 1.9 million, or 25.6%. The increase was primarily due to an increase of 0.5 million related to third party commissions associated with higher revenue in the United States, and an increase of 1.0 million in marketing expenses associated with both infrastructure buildup and promotional expenses associated with the introduction of new products globally.

General and Administrative. General and administrative expenses were 8.1 million for the nine months ended September 30, 2009 compared to 4.9 million for the nine months ended September 30, 2008, representing an increase of 3.2 million, or 64.3%. The increase was mainly attributed to an increase in stock based compensation of 0.5 million, accounting and auditing fees associated with financial statement GAAP conversion of 0.8 million, and an increase in legal fees of 1.6 million associated with the Oxford financing and ongoing DAK and Orthotec litigation matters.

Interest Expense. Interest expense was 0.2 million for the nine months ended September 30, 2009 compared to 0.3 million for the nine months ended September 30, 2008, representing a decrease of 0.1 million, or 22.6%. The decrease was primarily due to a reduced level of debt during the first nine months of the year as compared to same period 2008.

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Income Taxes. The Company had an income tax benefit of 1.8 million for the nine months ended September 30, 2009 compared to an income tax benefit of 4.4 million for the nine months ended September 30, 2008, representing a decrease of 2.6 million or 58.5%. The decrease was primarily related to the push down of the HealthpointCapital acquisition accounting, and an increase in tax expense associated with the increase of the valuation allowance on deferred tax assets in the United States for 1.6 million.

Noncontrolling Interest. Noncontrolling interest loss was (1.3) million for the nine months ended September 30, 2009 compared to noncontrolling interest loss of (0.6) million for the nine months ended September 30, 2008, representing an increase of 0.7 million. This increase in noncontrolling interest loss related to the consolidated net loss reported as of September 30, 2009 as compared to the consolidated net loss reported as of September 30, 2008. There were minor changes in percentage of ownership between 2008 and 2009; however, these ownership changes were not material to the total change due to the reported consolidated net loss reported as of nine months ended September 30, 2009.

Significant Accounting Policies

The policies discussed below are considered by management of Scient x to be critical because they are not only important to the presentation of Scient x s financial condition and results of operations, but also because application and interpretation of these policies requires both judgment and estimates of matters that are inherently uncertain and unknown. For a detailed discussion on the application of these and other accounting policies, please refer to Note 1 to the notes to Scient x consolidated financial statements included elsewhere in this proxy statement. The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates. All information presented and discussed in this report reflects only Scient x results, and does not reflect any impact of the proposed merger as previously discussed.

Revenue recognition

The Company derives its revenues primarily from the sale of spinal surgery implants used in the treatment of spinal disorders. The Company sells its products primarily through its direct sales force in France, Italy and the United Kingdom, through agents in the United States (with title to the goods passing directly to, and related invoicing to, the hospital), and through independent distributors in the rest of world. The Company recognizes revenue when all four of the following criteria are met: (i) persuasive evidence that an arrangement exists; (ii) delivery of the products has occurred; (iii) the selling price is fixed or determinable; and (iv) collectibility is reasonably assured. In addition, the Company follows the provisions of the Revenue topic of the FASB Accounting Standard Codification (formerly included in the Securities and Exchange Commission Staff Accounting Bulletin (SAB) No. 104, *Revenue*), which sets forth guidelines for the timing of revenue recognition based upon factors such as passage of title, installation, payment and customer acceptance.

The Company s revenue from sales of spinal implants is generally recognized upon delivery for direct and indirect sales.

The U.S. subsidiary has inventory at field locations and in the custodial care of distributors and sales agents. Once products are delivered to third-party hospitals from either the distributors or the sales agents, the hospital issues a purchase order to the U.S. subsidiary. Revenue is recognized once the purchase order is received from the hospital and an invoice is issued.

The Company usually does not provide for extended payment terms, either for hospitals or distributors. The Company has no significant history of return regarding spinal implants.

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Accounts Receivable

Accounts receivable are presented net of allowance for doubtful accounts. The Company makes judgments as to its ability to collect outstanding receivables and provides allowance for a portion of receivables when collection becomes doubtful. Provisions are made based upon a specific review of all significant outstanding invoices and the overall quality and age of those invoices not specifically reviewed. In determining the provision for invoices not specifically reviewed, the Company analyzes historical collection experience. If the historical data used to calculate the allowance provided for doubtful accounts does not reflect the Company's future ability to collect outstanding receivables or if the financial condition of customers were to deteriorate, resulting in impairment of their ability to make payments, an increase in the provision for doubtful accounts may be required.

The Company from time to time sells trade receivables. The Company applies the guidance included in the Receivables Subtopic of the FASB Accounting Standard Codification (formerly in SFAS No. 125, Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities, as amended by SFAS No. 133 and as replaced by SFAS No. 140, Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities).

Concentration of Risk and Significant Customers

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist primarily of cash and cash equivalents and accounts receivable. The Company limits its exposure to credit loss by depositing its cash and cash equivalents with high credit quality financial institutions.

The Company's customers are primarily hospitals or surgical centers and third party distributors. For the nine months ended September 30, 2009, one of our distributors in Spain, PRIM S.A., represented 10.9% of revenues. We do not believe that a change in this concentration would have a material adverse effect on our results of operations. Credit to customers is granted based on an analysis of the customers' credit worthiness and credit losses have not been significant.

Goodwill and Other Intangible Assets

The Company accounts for goodwill and other intangible assets in accordance with the Intangibles—Goodwill and Other Subtopic of the FASB Accounting Standard Codification, (formerly *SFAS No. 142, Goodwill and Other Intangible Assets*). Purchased intangible assets other than goodwill are amortized over their useful lives unless these lives are determined to be indefinite. The Company is amortizing its intangible assets with a definite useful life typically on a straight-line basis over a three to fifteen-year period. Patent prosecution fees are capitalized when management estimates that they meet the alternative future use criteria, and amortized over the patent life.

Goodwill and other intangible assets mostly arose from the push down accounting recorded in 2008 following the HealthpointCapital acquisition.

Property and equipment

Property and equipment are stated at cost, net of accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, generally ranging from three to five years. Leasehold improvements and assets acquired under capital leases are amortized over the shorter of their useful lives or the terms of the related leases.

The useful life of the Company's spinal implant instrumentation toolkit has been determined to be three years, based on a review of internal plans, analyzing and testing the historical useful life of instrumentation, forecasting product life cycles and demand expectations.

Impairment of Goodwill and Long-Lived Assets

The Intangibles—Goodwill and Other Subtopics of the FASB Accounting Standard Codification (formerly *SFAS No. 142, Goodwill and Other Intangible Assets*) requires intangible assets that are not subject to amortization and goodwill to be tested for impairment on an annual basis and earlier if indication of impairment exists.

Scientex's management determined that the Company is composed of only one reporting unit, the spinal implant division. Scientex's management performed an impairment analysis during the fourth quarter of fiscal

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2008, and concluded that the carrying value of the reporting unit exceeded its fair value and recorded a goodwill impairment charge of approximately 30.9 million in the statement of operations. The goodwill impairment resulted from a combination of factors, including the global economic downturn in 2008 and decreases in revenue and earnings multiples of comparable companies. Significant changes in the economic environment and the operating results of the Company may result in future impairment of this reporting unit.

In accordance with the Intangibles – Goodwill and Other Subtopic of the FASB Accounting Standard Codification (formerly FASB Statement No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*), recoverability of purchased intangible assets other than goodwill and indefinite-lived intangible assets is measured by comparison of the carrying amount of the asset to the future undiscounted cash flows the asset is expected to generate. If the asset is considered to be impaired, the amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset.

The Company performed the recognition test based on undiscounted cash flows, and concluded that no impairment charge was required on any of its finite-lived intangible assets as of December 31, 2008 and 2007.

Inventories

Inventories are valued under the first-in, first-out (FIFO) method, and stated using the lower of costs or market.

The Company's business goal is to focus on continual product innovation, which could result in obsolescing the Company's products. The Company reviews the components of its inventory on a periodic basis for excess, obsolete and impaired inventory, based upon historical and statistical assumptions. The Company's estimates and assumptions for excess and obsolete inventory are reviewed and updated on a period-end basis. Increases in the reserve for excess and obsolete inventory result in a corresponding expense to cost of goods sold.

Income taxes

The Company accounts for income taxes in accordance with the provisions of the Income Taxes Subtopic of the FASB Accounting Standard Codification (formerly SFAS No. 109, *Accounting for Income Taxes* and FASB Interpretation Number (FIN) No. 48, *Accounting for Uncertainty in Income Taxes*) that requires an asset and liability approach, which requires the recognition of deferred tax assets and deferred tax liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. In making such determination, a review of all available positive and negative evidence must be considered, including scheduled reversal of deferred tax liabilities, projected future taxable income, tax planning strategies, and recent financial performance. The Income Taxes Subtopic of the FASB Accounting Standard Codification (formerly FIN No. 48) clarifies accounting for uncertainty in tax positions and requires that the Company recognize in its financial statements the impact of a tax position, if that position is more likely than not to be sustained on audit, based on the technical merits of the position.

Scient'x is a French-based company and files income tax returns in France, the United Kingdom, Italy and the United States, including state and local jurisdictions. With few exceptions, Scient'x is no longer subject to domestic or foreign examinations by tax authorities for years before January 1, 2006.

Legal and other contingencies

The Company is currently involved in various claims and legal proceedings. Periodic reviews are performed on the status of each significant matter and the potential financial exposure is assessed. If the potential loss from any claim or legal proceeding is considered probable and the amount can be reasonably estimated, an accrual is recorded as the liability for the estimated loss. Significant judgment is required in both the determination of probability and the determination as to whether the amount of an exposure is reasonably estimable. Because of

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uncertainties related to these matters, accruals are based only on the best information available at the time. As additional information becomes available, a reassessment of the potential liability related to the pending claims and litigation is made and previous estimates may need to be revised. Such revisions in the estimates of the potential liabilities could have a material impact on the Company's results of operations and financial position.

Restructuring costs are typically comprised of severance costs, costs of moving or consolidating duplicate facilities or locations and contract termination costs. Restructuring expenses are based upon plans or agreements that have been committed to by management and they are generally based on various estimates and assumptions that may change during final actual execution. This may require a revision of original estimated liabilities and may materially affect the Company's results of operations and financial position in the period the revision is made.

Stock-Based Compensation

The Company accounts for stock-based compensation under the provisions of the Stock-Compensation Subtopic and the Equity Topic of the FASB Accounting Standard Codification (formerly included in SFAS, No. 123(R), *Share-Based Payment*), which requires that share-based payment transactions with employees be recognized in the financial statements based on their fair value and recognized as compensation expense over the vesting period. The amount of expense recognized during the period is affected by many complex and subjective assumptions, including estimates of future volatility, the expected term for stock options, option exercise behavior, the number of options expected to ultimately vest and the timing of vesting for share-based awards.

The Company uses historical data to estimate the number of future stock option forfeitures. Stock-based compensation recorded in the consolidated statement of operations is based on awards expected to ultimately vest and has been reduced for estimated forfeitures. Estimated forfeiture rates may differ from actual forfeitures, which would affect the amount of expense recognized during the period.

Impact of Recently Issued Accounting Pronouncements

In October 2009, the Financial Accounting Standards Board (FASB) issued new accounting guidance that requires entities to allocate revenue in an arrangement using estimated selling prices of the delivered goods and services based on a selling price hierarchy. This guidance eliminates the requirement to establish the fair value of undelivered products and services and instead provides for separate revenue recognition based upon management's estimate of the selling price for an undelivered item when there is no other means to determine the fair value of that undelivered item. This new approach is effective prospectively for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010. The Company does not expect adoption to have a material impact on the Company's financial position or results of operations.

Effective July 1, 2009, the Company adopted newly issued accounting guidance which establishes the FASB Accounting Standards Codification (the Codification) as the source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with U.S. GAAP. Rules and interpretive releases of the SEC under authority of federal securities laws are also sources of authoritative U.S. GAAP for SEC registrants. All guidance contained in the Codification carries an equal level of authority. The Codification superseded all existing non-SEC accounting and reporting standards. All other non-grandfathered, non-SEC accounting literature not included in the Codification is non-authoritative. The Codification does not change GAAP and did not impact the Company's financial position or results of operations.

In June 2009, the Company adopted newly issued accounting guidance which establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued or are available to be issued. The adoption did not have a material impact on the Company's financial position or results of operations.

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Effective January 1, 2009, the Company adopted newly issued accounting guidance for business combinations. The guidance addresses application issues on initial recognition and measurement, subsequent measurement and accounting, and disclosure of assets and liabilities arising from contingencies in a business combination. The new guidance will apply to business combinations completed on or after January 1, 2009.

Effective January 1, 2009, the Company adopted newly issued accounting guidance for the useful life of intangible assets. The guidance amends the factors that should be considered in developing the renewal or extension assumptions used to determine the useful life of a recognized intangible asset and also requires expanded disclosure related to the determination of intangible asset useful lives. The adoption did not have a material impact on the Company's financial position or results of operations.

Effective January 1, 2009, the Company adopted newly issued accounting guidance for business combinations. The guidance retains the purchase method of accounting for acquisitions, but requires an acquiring company to measure all assets acquired and liabilities assumed, including contingent considerations and contractual contingencies, at fair value as of the acquisition date. In addition, an acquiring company is required to capitalize in-process research and development and either amortize it over the life of the product, or expense it upon abandonment or impairment. The guidance also requires expensing of acquisition-related costs as incurred. The new guidance will apply to business combinations completed on or after January 1, 2009.

Related Party Transactions (in thousands)

For the years ended December 31, 2008 and 2007, the Company entered into transactions with related parties as described below.

Transactions with Alphatec

On January 23, 2007, Scient x S.A. signed three license agreements with Alphatec Spine to produce, market, sell and distribute a posterior dynamic stabilization rod, a thin profile cervical plate, and a plate-cage based on Scient x technology in the United States. The agreement provided that Alphatec Spine make an upfront payment of \$2 million, pay a royalty on sales (with minimum royalties for a period of three years), and commit to purchase a minimum amount of inventory, at cost, for a period of two years.

In April 2008, the Company and Alphatec Spine mutually agreed to terminate the license agreements they had entered into in January 2007. The termination agreement included the repayment of the license fee originally paid to the Company and a full repayment of sellable inventory that Alphatec Spine returned to the Company.

Under this agreement, the Company recognized revenues of \$95 and \$370 and cost of goods of \$245 and \$0 in the period ended December 31, 2008 and 2007, respectively, in connection with inventories sold. In addition, the Company recognized other non operating income of \$2,000 and expenses of \$1,667 in the period ended December 31, 2008 with respect to the buy back and repurchase of inventories. Amounts receivable from Alphatec amounted to \$284 as of December 31, 2007. Amounts payable to Alphatec amounted to \$0 as of December 31, 2008.

Other Related Party Transactions

On January 4, 1991, the Company entered into a management service agreement with ETEC, a medical device distributor based in Switzerland. Olivier Carli, currently a director of Scient x Groupe S.A.S., also serves on the board of directors of ETEC. Expenses incurred under this agreement amounted to \$165 and \$451, respectively, for the period ended December 31, 2008 and 2007. No open payables under this agreement remained as of December 31, 2008 and 2007.

In December 5, 2005, as amended in November 21, 2007, the Company entered into an exclusive distribution agreement with ETEC. Revenues recorded under this agreement amounted to \$173 and \$246,

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respectively, for the period ended December 31, 2008 and 2007. Amounts receivable under this agreement amounted to 69 and 40, respectively, as of December 31, 2008 and 2007.

In November 2007 and in January 2008, the Company received from Olivier Carli two installments of 3,000 and 4,000, respectively, as the total consideration of 7,000 for the sale of IMPE. As of December 31, 2008, IMPE owed the Company a residual 6 related to certain transaction costs and fees.

On December 19, 2007, the Company entered into a service agreement with IMPE. Olivier Carli, then CEO of Scient x Groupe S.A.S. and currently a director of Scient x Groupe S.A.S., is the CEO of IMPE. Expense incurred under this agreement amounted to 90 and 0 for the period ended December 31, 2008 and 2007, respectively. Amounts payable under this agreement amounted to 47 and 0, respectively, as of December 31, 2008 and 2007. This agreement was terminated in June 30, 2008.

In February 2005, the Company entered into an exclusive distribution agreement with PRIM S.A., a Spanish company. PRIM S.A. acquired a 1.74% interest in Scient x S.A. in July 2008. Revenue recorded under this agreement amounted to 1,667 and 1,570 for the period ended December 31, 2008 and 2007, respectively. No expenses were incurred under this agreement in 2008 or in 2007. Amounts receivables under this agreement amounted to 257 and 24, respectively, as of December 31, 2008 and 2007.

Table of Contents**QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT SCIENT X S MARKET RISK***Foreign Currency Risk*

Scient x maintains operations in countries, primarily the major nations in Europe, including France, Spain, Italy and the United Kingdom, which require payments in the local currency. In addition, the Company has significant revenues in the United States. For the twelve months ended December 31, 2008, Scient x revenues denominated in currencies other than the Euro were 7.8 million. Of this amount, 6.5 million of such revenues were denominated in the U.S. dollar and the remaining 1.3 million was denominated in the British pound. For the nine months ended September 30, 2009, Scient x revenues denominated in currencies other than the Euro were 6.8 million. Of this amount, 5.8 million of such revenues were denominated in the U.S. dollar and the remaining 1.0 million was denominated in the British pound. Fluctuations in the rate of exchange between the Euro and other currencies may affect the Company s results of operations and period-to-period comparisons of its operating results. For example, if the value of the U.S. dollar were to decrease relative to the Euro, then the Company s reported revenues would decrease when U.S. dollars are converted into Euros. Scient x does not currently engage in hedging or similar transactions to reduce these risks. While Scient x does have significant foreign currency exposure, risks to foreign currency revenues is mitigated due to foreign subsidiary expenses being payable in foreign currencies.

Commodity Price Risk

While Scient x outsources the majority of its manufacturing, where applicable, the Company purchases raw materials that are processed from commodities such as titanium. These purchases expose the Company to fluctuations in commodity prices. Given the historical volatility of certain commodity prices, this exposure can impact product costs. However, because raw material prices comprise a small portion of the Company s cost of goods, the Company has not experienced any material impact on its results of operations from changes in commodity prices. A 10% change in commodity prices would not have had a material impact on the Company s results of operations for the year ended December 31, 2008, or the nine months ended September 30, 2009.

Liquidity and Capital Resources

At December 31, 2008, the principal sources of liquidity for Scient x consisted of cash and short term investments of 4.4 million, accounts receivable, net allowances of 7.4 million, and remaining amounts available under the Company s credit facilities of 1.9 million. As of September 30, 2009, the principal sources of liquidity for Scient x consisted of cash of 4.4 million and accounts receivable, net of allowances of 10.5 million. Management believes such amounts are sufficient to fund the Company s projected operating requirements through September 30, 2010. Scient x will need to invest in working capital and capitalized surgical instruments in order to support its revenue projections through 2010. Should the Company not be able to achieve its revenue forecast and cash consumption or expenses start to exceed forecasts, management will need to adjust its investment in surgical instruments and manage its inventory to the decreased sales volumes. If management does not make these adjustments in a timely manner, there could be an adverse impact on the Company s capital resources.

A substantial portion of the Company s available cash funds is in business accounts with reputable financial institutions. However, deposits, at times, may exceed federally insured limits. Recent capital markets disruptions have caused a lack of liquidity for certain financial instruments making it difficult for the fair value of such instruments to be determined. Scient x, therefore, does not hold any marketable securities as of September 30, 2009.

Historically, the principal sources of cash for Scient x included customer and distributor payments from the sale of its products, proceeds from the issuance of common stock and proceeds from the issuance of debt. The Company s principal uses of cash have included cash used in operations, acquisitions of businesses, payments relating to purchases of property and equipment and repayments of borrowings. Scient x management expects

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that its principal uses of cash in the future will be for operations, working capital, capital expenditures, and potential intellectual property development, as well as expansion of the distribution channel. Management believes that as the Company revenues grow, sales and marketing and research and development expenses will continue to require investment and, as a result, the Company will need to generate significant net revenues to achieve profitability. If management believes that it is in the Company's interest to raise additional funds, the Company may seek to sell additional equity or debt securities or borrow additional money. The sale of additional equity or convertible debt securities could result in dilution to the Company's stockholders. If additional funds are raised through the issuance of equity or debt securities, such securities may have rights senior to those associated with the Company's common stock and could contain covenants that would restrict operations. Any additional financing may not be available in amounts or on terms acceptable to the Company, or at all. If the Company is unable to obtain additional financing, it may be required to reduce the scope of its planned product development and marketing efforts.

As a result of recent volatility in the capital markets, the cost and availability of credit has been and may continue to be adversely affected by illiquid credit markets and wider credit spreads. Concern about the stability of the markets generally and the strength of counterparties specifically has led many lenders and institutional investors to reduce, and in some cases, cease to provide funding to borrowers. Continued turbulence in the United States and international markets and economies may adversely affect the Company's ability to obtain additional financing on terms acceptable to the Company, or at all. If these market conditions continue, they may limit management's ability to timely replace maturing liabilities and to access the capital markets to meet liquidity needs.

Operating activities

Scient x used net cash of \$(1.9) million in operating activities for the year ended December 31, 2008. During this period, net cash used in operating activities primarily consisted of: i) a net loss of \$(48.8) million which when adjusted for \$46.7 million of purchase accounting adjustments would be an adjusted net loss of \$(2.1) million; ii) an increase in cash due to working capital \$2.1 million, mainly due to decreases in prepaid expenses and accounts receivables of \$1.1 million and increases in other liabilities of \$0.8 million; and iii) \$(2.0) million of non-cash costs mainly due to increases in deferred taxes of \$(4.7) million, offset by \$1.6 million of depreciation, \$0.7 million of stock-based compensation, and \$0.4 million in changes for provisions related to receivables and pension obligation costs.

Scient x used net cash of \$(3.4) million in operating activities for the nine months ended September 30, 2009. During this period, net cash used in operating activities primarily consisted of: i) a net loss of \$(8.7) million which, when adjusted for \$6.5 million of purchase accounting adjustments, would be a net loss of \$(2.2) million; ii) a decrease in cash due to working capital of \$(1.6) million due to increases accounts receivables, inventory and prepaids of \$(3.0) million and decrease in other current liabilities of \$(0.3) million, offset by increases in accounts payable and accrued expenses of \$1.7 million; and iii) non cash costs of \$0.4 million associated with increases in deferred taxes of \$(1.8) million offset by \$1.0 million of depreciation, \$0.9 million of stock based compensation, and \$0.2 million in changes for provisions related to receivables and pension obligation costs.

Investing activities

Scient x used net cash of \$(0.9) million in investing activities for the year ended December 31, 2008, primarily for the purchase of \$(1.4) million in surgical instruments, property, plant and equipment net of disposals. Cash used in investing activities included \$(3.3) million of investments in short term investments and \$3.8 million in net disposals of long term assets.

The Company generated net cash of \$1.4 million from investing activities for the nine months ended September 30, 2009, primarily from the sale of \$3.3 million in short term investments, partially offset by the investment of \$(2.0) million in surgical instruments, property, plant and equipment.

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Financing activities

Scient x generated net cash of 1.7 million from financing activities for the year ended December 31, 2008. Proceeds from an equity private placement by Scient x S.A. from two financial investors and one strategic investor generated 6.2 million. The Company repaid debt of (4.5) million in 2008.

Scient x generated net cash of 5.3 million from financing activities for the nine months ended September 30, 2009. Net proceeds from loans, less repayments of loans and credit facilities draw downs, were 1.4 million. The Company issued 3.9 million of equity to HealthpointCapital during this period.

Credit facility and other debt

In May 29, 2009 Scient x U.S. obtained a \$7.5 million (approximately 5.7 million) loan from the U.S. investment company Oxford Finance Corporation with a 12.4% interest rate and that matures over 36 months. As of September 30, 2009, the Company was in compliance with its covenants under the loan agreement. Concurrent with this loan, all credit facility draw downs have been repaid.

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UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

The accompanying unaudited pro forma condensed combined financial statements present the pro forma consolidated financial position and results of operations of the combined company based upon the historical financial statements of Alphatec and Scient x, after giving effect to the Scient x acquisition and adjustments described in the following footnotes, and are intended to reflect the impact of this acquisition on Alphatec.

The unaudited pro forma condensed combined balance sheet reflects the acquisition of Scient x as if it has been consummated on September 30, 2009 and includes pro forma adjustments for preliminary valuations of certain tangible and intangible assets by Alphatec management. These adjustments are subject to further revision upon completion of the contemplated transaction and related intangible asset valuations.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2008 combines Alphatec s historical results for the year ended December 31, 2008 with Scient x historical results for the year ended December 31, 2008. The Scient x condensed consolidated statement of operations has been converted from Euros to U.S. Dollars at the average daily exchange rate for the year ended December 31, 2008 of 1.4713 U.S. dollars per Euro.

The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2009 combines Alphatec s historical results for the nine months ended September 30, 2009, with Scient x historical results for the nine months ended September 30, 2009. The Scient x condensed consolidated statement of operations for the nine months ended September 30, 2009 has been converted from Euros to U.S. Dollars at the average daily exchange rate for the nine months of 2009 of 1.3669 U.S. dollars per Euro. The unaudited pro forma statements of operations give effect of the acquisition as if it had taken place on January 1, 2008, the beginning of the earliest period presented.

The accompanying unaudited pro forma condensed combined financial statements are presented for illustrative purposes only and do not reflect the realization of potential cost savings, revenue synergies or any potential restructuring costs. Certain cost savings and revenue synergies may result from the Share Purchase. However, there can be no assurance that these cost savings or revenue synergies will be achieved. Cost savings, if achieved, could result from, among other things, the reduction of overhead, distribution and other operating expenses, manufacturing scale efficiencies, changes in corporate infrastructure, the elimination of duplicative facilities and the leveraging of consolidated annual external purchases. Revenue synergies, if achieved, could result from, among other things, the cross-selling of Alphatec product through Scient x distribution channels outside the U.S. The pro forma information is not necessarily indicative of what the financial position or results of operations actually would have been had the Share Purchase been completed at the dates indicated. In addition, the unaudited pro forma combined financial information does not purport to project the future financial position or operating results of the combined company after completion of the Share Purchase.

Pro Forma Adjustments

Pro forma adjustments are necessary to reflect the estimated purchase price, amounts related to Scient x s net tangible and intangible assets at an amount equal to the preliminary estimate of their fair values, along with the amortization expense related to the estimated identifiable intangible assets and stock-based compensation, changes in depreciation and amortization expense resulting from the estimated fair value adjustments to net tangible assets and to reflect the income tax effect related to the pro forma adjustments. The historical consolidated financial information has been adjusted to give effect to pro forma events that are (1) directly attributable to the acquisitions, (2) factually supportable, and (3) with respect to the statement of operations, expected to have a continuing impact on the combined results. Alphatec has not included a pro forma adjustment to the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2008 to eliminate Scient x s historical charges for goodwill impairment of \$45.5 million or in-process research and development write-offs of \$9.4 million. Although these items are not expected to have a continuing impact on the combined results, they are not directly affected by the acquisition and therefore have not been eliminated.

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The pro forma adjustments reflecting the completion of the Share Purchase are based upon the acquisition method of accounting in accordance with Section 805 of the FASB Codification and upon the assumptions set forth in the notes to the unaudited pro forma condensed combined financial statements. The unaudited pro forma condensed combined balance sheet has been adjusted to reflect the preliminary allocation of the estimated purchase price to identifiable net assets acquired, including an amount for goodwill representing the difference between the purchase price and the fair value of the identifiable net assets. The estimated purchase price was calculated based upon \$4.85, the closing price of Alphatec's common stock on December 17, 2009. The final allocation of the purchase price will be determined after the completion of the Share Purchase. This allocation is dependent upon certain valuations and other studies that have not progressed to a stage where sufficient information is available to make a definitive allocation. The purchase price allocation adjustments and related amortization reflected in the following unaudited pro forma combined financial statements are preliminary and have been made solely for the purpose of preparing these statements.

The pro forma adjustments are based upon available information and certain assumptions that Alphatec believes are reasonable under the circumstances. A final determination of the fair value of the assets acquired and liabilities assumed, which cannot be made prior to the completion of the acquisition, may differ materially from the preliminary estimates. This final valuation will be based on the actual fair values of tangible and intangible assets and liabilities assumed of Scient x that are acquired as of the date of completion of the Share Purchase. The final valuation may change the purchase price allocation, which could affect the fair value assigned to the assets acquired and liabilities assumed and could result in a change to the unaudited pro forma combined financial statements.

Alphatec expects to incur costs associated with integrating Scient x and its businesses. The unaudited pro forma condensed combined financial statements do not reflect the cost of any integration activities or benefits that may result from synergies that may be derived from any integration activities.

You should read this information in conjunction with the:

accompanying notes to the unaudited pro forma combined financial statements contained in this proxy statement;

separate historical audited consolidated financial statements of Scient x as of December 31, 2008 and 2007 and for the two years ended December 31, 2008, and the Scient x unaudited condensed consolidated financial statements as of and for the nine months ended September 30, 2009 and 2008 included in Annex A to this proxy statement; and

separate historical audited consolidated financial statements of Alphatec as of and for the years ended December 31, 2008 and 2007 and for the three years ended December 31, 2008 incorporated by reference in this proxy statement, and Alphatec's unaudited condensed consolidated financial statements as of and for the nine months ended September 30, 2009 and 2008 incorporated by reference in this proxy statement.

Scient x

On December 17, 2009, Alphatec entered into an acquisition Agreement to acquire all of the shares of Scient x, a medical device company that designs, develops and manufactures surgical implants to treat disorders of the spine. The acquisition will be accounted for under the acquisition method of accounting.

Under the terms of the acquisition, Alphatec will issue an aggregate of 24,000,000 shares of its common stock in consideration for 100% of the outstanding shares of Scient x. In connection with the acquisition, options to purchase Scient x common stock that are outstanding at the time of closing may be replaced with options to purchase Alphatec common stock, based on the terms of the acquisition agreement. Approximately \$0.6 million has been allocated to the purchase price which represents the fair value of the Scient x stock options that relate to pre-combination service provided by employees of Scient x. Based on the closing price of Alphatec's common stock of \$4.85 on December 17, 2009, the preliminary aggregate purchase price to be paid by Alphatec for Scient x is approximately \$117.0 million.

Table of Contents**ALPHATEC HOLDINGS, INC.****UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET****AS OF SEPTEMBER 30, 2009****(in thousands)**

	Alphatec	Scient x	Pro Forma Adjustments		Pro Forma Combined
Assets					
Current assets:					
Cash and cash equivalents	\$ 14,110	\$ 6,435	\$		\$ 20,545
Accounts receivable, net	21,744	15,309			37,053
Inventories, net	28,615	18,875	(3,772)	(g)	49,720
			6,002	(h)	
Prepaid expenses and other current assets	4,468	2,667			7,135
Deferred income tax assets	419				419
Total current assets	69,356	43,286	2,230		114,872
Property and equipment, net	29,955	4,905	(669)	(i)	34,191
Goodwill	60,132	18,787	(18,787)	(b)	109,551
			49,419	(e)	
Intangibles, net	3,217	51,972	(51,972)	(a)	63,187
			59,970	(d)	
Other assets	1,645	4,437			6,082
Total assets	\$ 164,305	\$ 123,387	\$ 40,191		\$ 327,883
Liabilities and Stockholders Equity					
Current liabilities:					
Accounts payable	\$ 14,049	\$ 6,853	\$		\$ 20,902
Accrued expenses	16,242	8,006			24,248
Deferred revenue	2,067				2,067
Current portion of long-term debt	6,405	2,946			9,351
Total current liabilities	38,763	17,805			56,568
Long-term debt, less current portion	23,724	4,957			28,681
Other long-term liabilities	1,963	2,301			4,264
Deferred income tax liabilities	998	17,570	2,954	(j)	21,522
Redeemable preferred stock	23,605				23,605
Stockholders equity:					
Common stock	5	2,151	(2,151)	(c)	7
			2	(f)	
Additional paid-in capital	174,020	141,749	(141,749)	(c)	291,047
			116,398	(f)	
			629	(l)	
Accumulated other comprehensive income (loss)	1,367	(566)	566	(c)	1,367
Accumulated deficit	(100,140)	(72,657)	72,657	(c)	(100,140)
Non-controlling interest		10,077	(9,115)	(k)	962
Total stockholders equity	75,252	80,754	37,237		193,243

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Total liabilities and stockholders equity	\$ 164,305	\$ 123,387	\$ 40,191	\$ 327,883
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See accompanying notes to unaudited pro forma condensed combined financial statements.

Table of Contents**ALPHATEC HOLDINGS, INC.****UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS****YEAR ENDED DECEMBER 31, 2008****(in thousands, except per share amounts)**

	Year Ended December 31, 2008 Alphatec	Period from January 25, 2008 through December 31, 2008 Scient x	Period from January 1, 2008 through January 24, 2008 Scient x	Pro Forma Adjustments		Year Ended December 31, 2008 Pro Forma Combined
Revenues	\$ 101,313	\$ 42,820	\$ 2,032	\$		\$ 146,165
Cost of goods sold	32,981	26,000	780	(357)	(m)	65,406
				6,002	(p)	
Amortization of intangible assets	3,624			3,470	(o)	7,094
Total cost of revenues	36,605	26,000	780	9,115		72,500
Gross profit	64,708	16,820	1,252	(9,115)		73,665
Operating expenses:						
Research and development	12,965	4,117	77			17,159
In-process research and development	2,750					2,750
Sales and marketing	42,437	14,229	421			57,087
General and administrative	23,362	11,260	269	(450)	(q)	33,820
				(621)	(s)	
Litigation settlement	11,000					11,000
Goodwill impairment		45,488				45,488
Amortization of intangible assets		6,674		(6,674)	(n)	2,138
				2,138	(o)	
In-process research and development write-off		9,352				9,352
Restructuring costs		961				961
Total operating expenses	92,514	92,081	767	(5,607)		179,755
Operating (loss) income	(27,806)	(75,261)	485	(3,508)		(106,090)
Other income (expense):						
Interest income	374					374
Interest expense	(1,875)	(452)	(32)			(2,359)
Other income (expense), net	487	(3,135)	(57)	(357)	(m)	(3,062)
Total other income (expense)	(1,014)	(3,587)	(89)	(357)		(5,047)