

# EXHIBIT 1

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**MEMBERSHIP INTEREST PURCHASE AGREEMENT**

**THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT** (this "**Agreement**") is made as of November 20, 2014 (the "**Effective Date**"), by and between SMBIMS Orange City, LLC, a Tennessee limited liability company ("**Seller**"), and Dr. Mark W. Hollmann ("**Purchaser**"). Additionally, Orange City Surgical, LLC, a Delaware limited liability company (the "**Company**"), joins this Agreement for purposes of Section 9 (Other Agreements) and Section 10 (Miscellaneous). Capitalized terms used herein and not otherwise defined shall have the same meaning given to such terms in the First Amended and Restated Operating Agreement of the Company, dated April 10, 2007, as amended (the "**Operating Agreement**").

**WITNESSETH:**

**WHEREAS**, the Company owns and operates an outpatient surgery center located at 1053 Medical Center Drive, Orange City, Florida 32763 (the "**Center**");

**WHEREAS**, Seller is the Class B Member of the Company and owns [REDACTED] of the issued and outstanding Membership Interests in the Company represented by [REDACTED] (the "**Subject Interest**");

**WHEREAS**, Seller is an indirect, wholly-owned subsidiary of Symbion Holdings Corporation, a Delaware corporation ("**Symbion**");

**WHEREAS**, Symbion is party to an Agreement and Plan of Merger, dated as of June 13, 2014 (the "**Merger Agreement**"), with Surgery Center Holdings Inc. and SCH Acquisition Corp., pursuant to which SCH Acquisition Corp. is to merge with and into Symbion (the "**Merger**");

**WHEREAS**, on the terms and subject to the conditions of this Agreement, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of the Subject Interest; and

**WHEREAS**, the closing of the transaction contemplated by this Agreement is subject to final approval by the Federal Trade Commission pursuant to that certain Decision and Order in the Matter of H.I.G. Bayside Debt & LBO Fund II, L.P. and Crestview Partners, L.P. issued October 31, 2014 (the "**FTC Decision and Order**").

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase and Sale of the Subject Interest.** On the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined below), Seller agrees to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser agrees to purchase, accept ownership of and acquire, all of the Subject Interest for [REDACTED]

2. **Closing.**

2.1 **Closing.** Subject to and as soon as practicable following the satisfaction or waiver by the applicable party of the conditions precedent to Closing specified in Sections 5 and 6, the consummation of the transactions contemplated by this Agreement (the "**Closing**", and the date of the Closing, the "**Closing Date**") shall be conducted telephonically and/or via email, facsimile transfer or other similar means of correspondence, and shall be deemed to have taken place at the offices of Symbion, at 40 Burton Hills Boulevard, Suite 500, Nashville, Tennessee 37215.

2.2 **Actions of Seller at Closing.** At the Closing and unless otherwise waived in writing by Purchaser, Seller shall deliver to Purchaser the following:

(a) an Assignment of Subject Interest in substantially the form attached hereto as Exhibit A (the "**Assignment Agreement**") executed by Seller;

(b) copies of a written consent of the Governing Board of the Company authorizing the transfer of the Subject Interest and any other transactions contemplated hereby requiring approval of the Governing Board;

(c) copies of resolutions adopted by the sole member of Seller authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby;

(d) a certificate of Seller certifying that the conditions in Section 5.1 have been satisfied;

(e) evidence of termination as of the Closing of that certain Management Agreement (the "**Management Agreement**") between the Company and Symbion/ARC Management Services, Inc. (the "**Manager**"), other than the confidentiality and other provisions thereof that survive any termination or expiration of the Management Agreement under the terms thereof;

(f) the following resignations, each effective as of the Closing:

(i) resignation by Seller as the Administrative Member of the Company, and resignation of each Class B Governor, in such party's capacity as a member of the Governing Board of the Company; and

(ii) resignation of any other officer of the Company who is employed by Seller or Symbion or its affiliates (other than the Company) in such person's capacity as a representative of the Company;

(g) evidence of satisfaction as of the Closing of the Promissory Note by the Company and payable to the order of ARC Financial Services Corporation, such satisfaction to be recorded on the books of the Company as a capital contribution by Seller immediately prior to the Closing;

(h) evidence of termination as of the Closing of the Security Agreement between the Company and ARC Financial Services Corporation;

(i) evidence of satisfaction as of the Closing of indebtedness and accrued but unpaid interest outstanding under the Promissory Note by the Company and payable to the order of GE Capital, such satisfaction to be recorded on the books of the Company as a capital contribution by Seller immediately prior to the Closing; and

(j) the Transition Services Agreement (as defined below) executed by Symbion ARC Management Services, Inc. and the Company.

2.3 Actions of Purchaser at Closing. At the Closing and unless otherwise waived in writing by Seller, Purchaser shall deliver to Seller the following:

(a) the Purchase Price by check payable to Seller or wire transfer in immediately available funds to an account designated by Seller;

(b) the Assignment Agreement executed by Purchaser;

(c) evidence of termination as of the Closing of the Management Agreement; and

(d) a certificate of Purchaser certifying that the conditions in Section 6.1 have been satisfied.

**3. Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser the following as of the date hereof:

3.1 **Organization and Standing.** Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Tennessee.

3.2 **Authorization and Binding Effect of Seller.** Seller has all necessary authority and power to execute and deliver this Agreement and consummate the transactions contemplated hereby and has taken all action required to be taken to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes a valid and binding agreement of Seller, enforceable against Seller in accordance with the terms hereof and thereof, except to the extent that the enforceability hereof or thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other applicable law relating to the enforcement of creditors' rights generally or by general principles of equity.

3.3 **Title.** Seller is the record and beneficial owner and holder of the Subject Interest. As of the Closing, the Subject Interests will be free and clear of all liens, security interests and other encumbrances, other than restrictions on transfer under applicable securities laws and the terms and conditions of the Operating Agreement.

3.4 **Financial Statements; Accounts Payable.** Set forth on Exhibit C are the following financial statements for the Company: (a) an unaudited balance sheet and statement of income for the fiscal year ended December 31, 2013, and (b) unaudited statements of income for the seven (7) months ending July 31, 2014 (collectively, the "Financial Statements"). To the knowledge of the Seller, the Company does not have any liabilities or third-party claims that are not set forth on the Financial Statements. As of the Closing Date, there are no accounts payables of the Company that are more than forty-five (45) days outstanding.

3.5 **No Finders or Brokers.** Seller has not engaged any finder or broker in connection with the transactions contemplated hereunder.

3.6 **DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES.** NEITHER SELLER, ANY AFFILIATE OF SELLER NOR ANY OF THEIR RESPECTIVE ADVISERS (FINANCIAL, LEGAL OR OTHERWISE) HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER RELATING TO THE SUBJECT INTEREST, SELLER, THE COMPANY, THE BUSINESS OF THE COMPANY OR THE CENTER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 3.

**4. Representations and Warranties of Purchaser.** Purchaser hereby represents and warrants to Seller the following as of the date hereof:

4.1 **Residency.** Purchaser is an individual that is a resident of the State of Florida.

4.2 **Authorization and Binding Effect.** Purchaser has all necessary authority and power to execute and deliver this Agreement and consummate the transactions contemplated hereby and has taken all action required to be taken by or on the part of Purchaser to authorize the execution, delivery and

performance of this Agreement. The execution, delivery and performance of this Agreement, and consummation of the transactions contemplated hereby, by Purchaser do not require Purchaser or the Company to make any declaration, filing or registration with, or obtain any permit, license or authorization from, any governmental authority or other Person. This Agreement constitutes a valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with the terms hereof and thereof, except to the extent that the enforceability hereof or thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other applicable law relating to the enforcement of creditors' rights generally or by general principles of equity.

4.3 No Finders or Brokers. Purchaser has not engaged any finder or broker in connection with the transactions contemplated hereunder.

4.4 Knowledge and Suitability of Purchaser.

(a) Purchaser qualifies as and meets the definition of a Physician Investor, and the purchase of the Subject Interest by Purchaser will not result in a Terminating Event.

(b) Purchaser is currently a member of the Company and, as a member, is familiar with the terms of the Operating Agreement and certain other documents and materials relating to the business and operations of the Company, and makes and enters into this Agreement in full knowledge and understanding of the terms and conditions contained therein and of the risks related thereto.

(c) Purchaser has sufficient knowledge and experience in financial, business and tax matters (or has consulted with professional advisors who have such knowledge and expertise) as to be capable of evaluating the purchase of the Subject Interest and to make an informed decision with respect thereto, and Purchaser has in fact done so. In entering into this Agreement, Purchaser has relied upon its own investigation and analysis of the Company and the representations and warranties of Seller set forth in this Agreement. Purchaser acknowledges and agrees, subject to the representations, warranties and covenants set forth in this Agreement, that (i) Seller makes no representations or warranties of any kind, character or nature, whether express or implied, with respect to the assets or the business of the Company and the Center; (ii) Seller expressly disclaims all warranties, including any warranty with respect to the merchantability or fitness of the assets of the Company for a particular purpose; and (iii) Purchaser is responsible for making its own determination as to the suitability and operating condition of the assets and business of the Company and the Center. Purchaser has been provided by Seller with all information it considers necessary or appropriate for deciding whether to enter into this Agreement. Purchaser has (x) performed all examinations of the Company and the Center to its own satisfaction, (y) had an opportunity to ask questions and receive answers from Seller regarding Seller, the Company, the Center and its business, and (z) been provided with answers thereto to its satisfaction.

(d) Purchaser is an "accredited investor" pursuant to Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). Purchaser is purchasing the Subject Interest for investment purposes only and not with a view to the distribution thereof.

(e) Purchaser recognizes that no federal or state agency has made any recommendation or endorsement of the Membership Interests. Purchaser acknowledges the speculative nature of an investment in an entity whose sole business is to perform certain services for an ambulatory surgery center and that its investment is subject to loss if the Center is unsuccessful.

4.5 Transfer Restrictions. Purchaser acknowledges that the Subject Interest has not been registered under the Securities Act or under the securities laws of any state, and therefore the Subject

Interest could not be sold or offered for resale unless it was subsequently so registered or an exemption from such registration was available. Purchaser further understands that the ability to transfer the Subject Interest is also regulated and restricted by the Operating Agreement. Purchaser also understands that no market presently exists for the Subject Interest, that the Company is not under any obligation to register the Subject Interest and that any realization of the value of its investment in the Subject Interest will, in all probability, be solely through distributions of cash realized from the Company's operations.

4.6 Tax Liability. Purchaser has reviewed with its own tax advisors the potential tax consequences of the transactions contemplated by this Agreement, including without limitation, federal, state and local tax consequences. Purchaser has relied solely on such advisors and not on any statements or representations of any other person or entity for any tax consequences to Purchaser that may result from the transactions contemplated by this Agreement. Purchaser understands that it shall be responsible for any tax liability specific to Purchaser that may arise as a result of the transactions contemplated by this Agreement.

4.7 ACKNOWLEDGEMENT OF NO OTHER REPRESENTATIONS AND WARRANTIES. PURCHASER HEREBY ACKNOWLEDGES THAT NEITHER SELLER, ANY AFFILIATE OF SELLER NOR ANY OF THEIR RESPECTIVE ADVISERS (FINANCIAL, LEGAL OR OTHERWISE) HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER RELATING TO THE SUBJECT INTEREST, SELLER, THE COMPANY, THE BUSINESS OF THE COMPANY OR THE CENTER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3 HEREOF.

5. Conditions Precedent to Obligations of Seller. The obligations of Seller under this Agreement are subject to the satisfaction, on or prior to the Closing Date, of the following conditions unless waived in writing by Seller:

5.1 Compliance with Representations and Covenants. The representations and warranties of Purchaser made in this Agreement shall be true and correct in all material respects as of the time of the Closing as though made as of such time. Purchaser shall have duly performed, complied with and satisfied, in all material respects, all covenants, agreements and conditions required by this Agreement to be performed, complied with or satisfied by it prior to the time of the Closing.

5.2 No Obstructive Proceeding. No judgment, ruling, injunction, order or decree shall have been issued by a court of competent jurisdiction that has the effect of prohibiting or making unlawful the consummation of the transactions contemplated herein. No applicable law shall be enacted, promulgated or enforced by any governmental authority which would have the effect of prohibiting or making unlawful the consummation of the transactions contemplated herein.

5.3 Closing Deliverables. Purchaser shall have executed, as applicable, and delivered to Seller all of the documents, agreements and certificates required to be executed or delivered by Purchaser pursuant to any term or provision of this Agreement, including those pursuant to Section 2.3.

5.4 Expiration of Public Comment Period and Federal Trade Commission Approval. The public comment period described in the Decision and Order shall have expired and the Federal Trade Commission shall have approved Symbion's application to divest the Subject Interest.

5.5 Closing of the Merger. The Merger and other transactions contemplated in the Merger Agreement shall have been consummated.

5.6 Transition Services Agreement. The Company shall have executed and delivered the Transition Services Agreement (as defined below) in substantially the form and substance of Exhibit B hereto.

5.7 Management Agreement Fees and Expenses. The Company shall have remitted to Manager all management fees and expenses owing or payable to Manager under the Management Agreement as of immediately prior to the Closing.

6. Conditions Precedent to Obligations of Purchaser. The obligations of Purchaser under this Agreement are subject to the satisfaction, on or prior to the Closing Date, of the following conditions unless waived in writing by Purchaser:

6.1 Compliance with Representations and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the time of the Closing as though made as of such time. Seller shall have duly performed, complied with and satisfied, in all material respects, all covenants, agreements and conditions required by this Agreement to be performed, complied with or satisfied by it prior to the time of the Closing.

6.2 No Obstructive Proceeding. No judgment, ruling, injunction, order or decree shall have been issued by a court of competent jurisdiction that has the effect of prohibiting or making unlawful the consummation of the transactions contemplated herein. No applicable law shall be enacted, promulgated or enforced by any governmental authority which would have the effect of prohibiting or making unlawful the consummation of the transactions contemplated herein.

6.3 Closing Deliverables. Seller shall have executed, as applicable, and delivered to Purchaser all of the documents, agreements and certificates required to be executed or delivered by Purchaser pursuant to any term or provision of this Agreement, including those pursuant to Section 2.2.

6.4 Transition Services Agreement. Manager shall have executed and delivered the Transition Services Agreement in substantially the form and substance of Exhibit B hereto.

6.5 Expiration of Public Comment Period and Federal Trade Commission Approval. The public comment period described in the Decision and Order shall have expired and the Federal Trade Commission shall have approved Symbion's application to divest the Subject Interest.

## 7. Termination.

7.1 Termination of Agreement Prior to Closing. Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time prior to the Closing:

(a) By Seller upon written notice to Purchaser if Seller has determined, in its sole discretion, that Seller's transfer of the Subject Interest hereunder is not necessary, under applicable laws, regulations and administrative proceedings, in order for Symbion to consummate the Merger or comply with the Decision and Order;

(b) Upon written notice to Purchaser from Seller, if any of the conditions set forth in Section 5 hereof shall have not been satisfied (or waived in writing by Seller) on or before January 31, 2015 (other than due to Seller's breach of this Agreement); or

(c) Automatically and immediately, without any further action on the part of Purchaser or Seller, upon termination of the Merger Agreement for any reason prior to the consummation of the Merger.

7.2 Termination of Agreement at any Time. This Agreement may be terminated at any time (including following the Closing) by either Purchaser or Seller if the FTC notifies Purchaser or Seller that Purchaser is not an acceptable acquirer or that the transactions completed by this Agreement are not an acceptable manner of divestiture, in which event this Agreement shall be void.

7.2 Effects of Termination. If this Agreement is rightfully terminated pursuant to this Section 7, this Agreement (other than Section 10 (Miscellaneous), and this Section 7.2, which shall survive any such termination) shall immediately become null and void, and the parties (and any of their respective officers, directors, employees, agents or other representatives or affiliates) shall have no liability or obligation with regard to the transactions contemplated hereunder; provided that nothing in this Section 7 shall relieve any party from liability for any intentional or wilful breach of this Agreement that arose prior to such termination or for any breach that arises as a result of the wrongful termination of this Agreement.

## 8. Indemnification.

8.1 By Seller. Subject to the other provisions of this Section 8, from and after the Closing, the Seller shall indemnify and hold harmless Purchaser and its officers, managers, members, agents and affiliates (each, a "**Purchaser Indemnified Party**" and collectively, the "**Purchaser Indemnified Parties**") from and against any and all Losses (as defined below) suffered or incurred by any Purchaser Indemnified Party by reason of or arising out of any of the following: (a) any breach by Seller of or inaccuracy in any representation or warranty made by Seller in this Agreement; and (b) any breach by Seller of any covenant, obligation or agreement of Seller set forth in this Agreement.

8.2 By Purchaser. Subject to the other provisions of this Section 8, from and after the Closing, Purchaser shall indemnify and hold harmless Seller and its officers, managers, members, agents and affiliates (each, a "**Seller Indemnified Party**" and collectively, the "**Seller Indemnified Parties**") from and against any and all Losses suffered or incurred by any Seller Indemnified Party by reason of or arising out of any of the following: (a) any breach by Purchaser of or inaccuracy in any representation or warranty made by Purchaser in this Agreement; (b) any breach by Purchaser of any covenant, obligation or agreement of Purchaser or the Company contained in this Agreement; and (c) the operations of the Company and the Center after the Closing.

8.3 Determination of Losses. All representations and warranties, covenants and agreements of the parties made in this Agreement shall survive the Closing until expiration of the applicable statute of limitations. The amount of any and all indemnifiable Losses will be determined net of (a) any amounts recovered under insurance policies or other collateral sources (such as contractual indemnities which are contained outside of this Agreement) with respect to such indemnifiable Losses and (b) any tax benefits realized with respect to such indemnifiable Losses. Each party seeking indemnification hereunder shall take all reasonable steps to mitigate any indemnifiable Losses upon becoming aware of any event that would reasonably be expected to, or does, give rise thereto. Notwithstanding anything herein to the contrary, the aggregate amount of indemnifiable Losses for which Seller shall be liable pursuant to this Agreement shall not exceed the amount of the Purchase Price. For the purposes of this Agreement, "**Losses**" shall mean any and all losses, damages, claims, assessments, costs and expenses (including reasonable attorneys' fees), but excluding any opportunity cost damages of any kind or the loss of anticipated or future business or profits, any diminution of value or multiples of earnings damages, or any punitive, special, exemplary or consequential damages.

8.4 Exclusive Remedy. Purchaser acknowledges and agrees that its sole and exclusive remedy against Seller after the Closing with respect to any and all claims (other than claims for intentional or knowing fraud or intentional misrepresentation) relating (directly or indirectly) to the subject matter of this Agreement or the transactions contemplated hereby, regardless of the legal theory



under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise, will be pursuant to the provisions set forth in this Section 8.

9. Other Agreements.

9.1 Release of Class B Governors. Effective as of the Closing, each of the Company and Purchaser, on behalf of themselves and their respective affiliates, successors, assigns, heirs, beneficiaries and agents (collectively, the "**Purchaser Releasing Parties**"), hereby fully, finally and irrevocably releases, acquits and forever discharges the Class B Governors (as defined in the Operating Agreement) and their respective successors, assigns, heirs, beneficiaries and agents (collectively, the "**Symbion Released Parties**"; and each, a "**Symbion Released Party**"), of and from, and waives and terminates any and all commitments, actions, debts, claims, counterclaims, suits, causes of action, damages, demands, liabilities, obligations, costs, expenses, and compensation of every kind and nature whatsoever, at law or in equity, whether known or unknown, contingent or otherwise, which the Purchaser Releasing Parties, or any of them, had, has or may have had at any time in the past or may have at any time in the future against the Symbion Released Parties, or any of them, for any act or omission occurring on or prior to the Closing Date, arising out of, based upon or related to the service on the Governing Board of the Company.

9.2 Tax Returns. Purchaser shall cause the Company to, and the Company shall, at the Company's expense, cause timely to be prepared by an accounting firm reasonably selected by the Company all tax returns required to be filed by the Company with respect to 2014. Each such tax return shall be furnished to the Seller in draft form for review and comment at least 30 days prior to the filing due date for such returns (including any applicable extensions). If the Seller disagrees with the reporting of any item on any such draft tax return, Seller may furnish to the Company written notice of same, which notice shall include an explanation of the basis for such disagreement, no later than 15 days after the date on which the Seller received the draft tax return from the Company. The Company and Seller shall seek in good faith to resolve such disagreements prior to the filing of each such tax return. For purposes of determining the Seller's respective gain or loss (and the character thereof) and any adjustment to the tax basis of the Company's assets resulting from the transactions contemplated herein, the Company, Purchaser and Seller agree that that fair market value of the Company's depreciable assets shall be an amount equal to the net tax basis of such assets. The Company will deliver to Seller a copy of each such tax return within 10 days after the filing thereof. The Company shall not amend any tax returns of Company with respect to any tax period ending prior to the Closing Date, or make any tax election that has retroactive effect to any such pre-Closing tax period, without the express prior written consent of Seller. All transfer, documentary, sales, use, stamp, registration and other taxes and governmental charges, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement, regardless of the Person against whom they are assessed, shall be paid half by Purchaser when due and in full. Assuming the sale of the Purchased Units does not result in a technical termination of the partnership for federal income tax purpose under Treasury Regulations Section 1.708-1(b)(2), the parties hereto agree that taxable income for the Company's tax year in which the purchase takes place shall be allocated in accordance with the interim closing of the books method.

9.3 Transition Services Agreement. Manager (an affiliate of Seller) shall provide the Company with certain transitional management services in exchange for a fee and reimbursement of expenses, in each case as described in the form of Transition Services Agreement attached hereto as Exhibit B, for a period of up to six months following the Closing, to enable the Company to smoothly transition off of the management services provided by Manager, pursuant and subject to the terms and conditions set forth in such Transition Services Agreement.

9.4 Non-Solicitation. Seller and Manager agree not to solicit any employees of the Company that provide services at the Center for a period of one (1) year following the Closing. General solicitations posted in the media or online shall not be deemed to be a violation of this Section 9.4.

10. Miscellaneous.

10.1 Confidentiality. The parties hereby acknowledge the confidential nature of this Agreement and the transactions contemplated hereby. Except (a) as otherwise required by law, and (b) for such disclosures to the Federal Trade Commission, the Department of Justice or the Office of the Attorney General of the State of Florida in connection with the Merger, the parties agree to hold in confidence all financial information and other confidential data and information acquired from the other party, and shall not use or divulge to third parties any such data or information. No party shall make any announcement or otherwise disclose any information concerning the transaction contemplated by this Agreement to any person (other than such party's employees and professional advisors on a need-to-know basis) without the consent of the other party. This Section 10.1 shall survive the termination of this Agreement for any reason.

10.2 Notices. All notices, claims or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent by facsimile followed by delivery by reputable overnight courier service, or (iii) one day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, claims and other communications shall be sent to Purchaser and the Sellers at the addresses indicated below or to such other address or to the attention of such other person or entity as the recipient party has specified by prior written notice to the sending party in accordance with this Section 10.2.

To Seller or, prior to the  
Closing, the Company:

SMBIMS Orange City, LLC  
c/o Symbion, Inc.  
40 Burton Hills Blvd  
Nashville, TN 37215  
Attn: General Counsel  
Facsimile: (615) 234-5998

To Purchaser or, following  
the Closing, the Company:

Dr. Mark W. Hollmann  
c/o Harlan Paul  
Paul, Elkind & Branz  
142 E. New York Avenue  
DeLand, FL 32724  
Facsimile: (386) 734-3096

10.3 Entire Agreement; Amendment. This Agreement (together with the Assignment Agreement and Operating Agreement) constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to the transactions contemplated hereby. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by a written instrument making specific reference to this Agreement and duly executed by each of Seller and Purchaser.

10.4 Assignment. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party and any attempt to do so shall be of no force or effect. This

Agreement shall be binding upon and inure to the benefit of each party hereto and their respective heirs, successors and assigns.

10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree that facsimile and electronically transmitted portable document format (PDF) signatures shall be deemed originals.

10.6 Headings; Construction. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The parties have negotiated the terms hereof, reviewed this Agreement carefully, and discussed it, to the extent their desired, with respective legal counsel. It is the intent of the parties that each word, phrase and sentence and other part hereof shall be given its plain meaning, and that rules of interpretation or construction of contracts that would construe any ambiguity of any part hereof against the draftsman, by virtue of being the draftsman, shall not apply.

10.7 Expenses. Each of the parties hereto shall bear and pay all costs and expenses incurred by it or on its behalf in connection with this Agreement the transactions contemplated by this Agreement.

10.8 Severability. If any provision of this Agreement or in any document referred to herein shall be determined to be illegal, void or unenforceable, all other provisions of this Agreement or in any other document referred to herein shall not be affected and shall remain in full force and effect.

10.9 No Public Announcement. All public announcements regarding this Agreement or the transactions contemplated hereunder shall be subject to prior written approval of Seller.

10.10 No Referrals. Nothing in this Agreement or the Assignment Agreement shall be construed as an offer or payment to any party or other person of any cash or other remuneration, whether directly or indirectly, overtly or covertly, for patient referrals, and the Purchase Price is not in any way related to or dependent upon any such referrals.

10.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof.

10.12 WAIVER OF JURY TRIAL. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING OR STATEMENTS (WHETHER VERBAL OR WRITTEN) RELATING TO THE FOREGOING. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

10.13 Attorneys' Fees. In the event that any suit or action is instituted to enforce any provisions in this Agreement, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including, without limitation, such reasonable fees and expenses of attorneys.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

**SELLER:**

**SMBIMS ORANGE CITY, LLC**

By: Jennifer Baldock  
Name: Jennifer Baldock  
Title: Secretary

**PURCHASER:**

Dr. Mark W. Hollmann  
Dr. Mark W. Hollmann

For purposes of the agreements set forth in Section 9 and Section 10 of this Agreement:

**ORANGE CITY SURGICAL, LLC**

By: Kenneth Mitchell  
Name: Kenneth Mitchell  
Title: VP

**EXHIBIT A**

**FORM OF ASSIGNMENT OF SUBJECT INTEREST**

This ASSIGNMENT OF SUBJECT INTEREST (this "Assignment"), dated as of \_\_\_\_\_, 2014, is by and between SMBIMS Orange City, LLC, a Tennessee limited liability company ("Seller"), and Dr. Mark W. Hollmann ("Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

**WITNESSETH:**

WHEREAS, as of the date hereof, Seller is the Class B Member of Orange City Surgical, LLC, a Delaware limited liability company (the "Company"), and owns [REDACTED] of the issued and outstanding Membership Interests in the Company represented by [REDACTED] Units (the "Subject Interest");

WHEREAS, Seller and Purchaser are parties to that certain Membership Interest Purchase Agreement, dated as of August [ ], 2014 (the "Purchase Agreement"), providing for, among other things, the transfer and assignment to Purchaser by Seller of the Subject Interest, in consideration of the payment of the Purchase Price, in the amount and manner and on the terms and conditions provided in the Purchase Agreement; and

WHEREAS, the Parties now desire to carry out the intent and purpose of the Purchase Agreement by Seller's execution and delivery to Purchaser of this instrument evidencing the transfer to Purchaser of the Subject Interest, in addition to such other instruments as Purchaser shall have otherwise received or may hereafter request.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Transfer and Assignment.** Seller hereby conveys, assigns, transfers and delivers to Purchaser, its successors and assigns, to have and to hold all and singular to its and their use and benefit all right, title and interest, legal and equitable, in and to the Subject Interest.
2. **Purchase Price.** On the date hereof, Purchaser shall deliver to Seller the Purchase Price as provided in the Purchase Agreement.
3. **Benefit; Purpose; Modification.** This Assignment shall inure to the benefit of Seller, Purchaser and their respective legal representatives, successors and assigns. The sole purpose hereof is to assign and transfer the Subject Interest to Purchaser and not to create third party beneficiary rights. Therefore, this Assignment may be modified by a writing signed by Seller and Purchaser without the consent of any third party.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed in several counterparts (each of which shall constitute an original hereof) by their respective duly authorized officers as of the date first above written.

**SELLER:**

**SMBIMS ORANGE CITY, LLC**

By:   
Name: Jennifer Baldock  
Title: Secretary

**PURCHASER:**

\_\_\_\_\_  
Dr. Mark W. Hollmann

[ASSIGNMENT OF SUBJECT INTEREST]

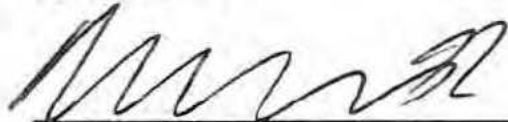
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed in several counterparts (each of which shall constitute an original hereof) by their respective duly authorized officers as of the date first above written.

**SELLER:**

**SMBIMS ORANGE CITY, LLC**

By: \_\_\_\_\_  
Name: Jennifer Baldock  
Title: Secretary

**PURCHASER:**

  
\_\_\_\_\_  
Dr. Mark W. Hollmann

**EXHIBIT B**

**TRANSITION SERVICES AGREEMENT**

See attached.



**EXHIBIT C**  
**FINANCIAL STATEMENTS**

See attached.