UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

September 6, 2017
Date of report (date of earliest event reported)

Surgery Partners, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-37576**	**47-3620923**
(State or other jurisdictions of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Nos.)

40 Burton Hills Boulevard, Suite 500
Nashville, Tennessee 37215
(Address of principal executive offices) (Zip Code)

(615) 234-5900
(Registrant's telephone number, including area code)

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

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

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

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

Appointment of Clifford G. Adlerz as Interim CEO and Director; Resignation of Michael Doyle as CEO

On September 6, 2017, the Board of Directors (the "*Board*") of Surgery Partners, Inc. (the "*Company*") appointed Clifford G. Adlerz to serve as the interim Chief Executive Officer of the Company, effective as of September 7, 2017. In connection with his appointment, Mr. Adlerz is expected to join the Board effective as of the Stockholder Action Effective Date (further described below). Mr. Adlerz succeeds Michael T. Doyle as Chief Executive Officer of the Company, who stepped down from his role as the Company's Chief Executive Officer and as an officer of the Company's subsidiaries effective as of September 7, 2017. Mr. Doyle will continue his service on the Board.

Mr. Adlerz, age 63, currently provides consulting services to Bain Capital Private Equity, LP. Prior to this, Mr. Adlerz served as President of Symbion, Inc. ("*Symbion*"), a multi-specialty provider of ambulatory surgery centers and hospitals, from May 2002 until the Company's acquisition of Symbion in November 2014. Mr. Adlerz also served as Chief Operating Officer of Symbion from 1996 to 2002 and as director of Symbion from 1996 to 2014. Mr. Adlerz served as Regional Vice President, Midsouth Region for HealthTrust, Inc. from 1992 until its merger with HCA Inc. ("*HCA*"), a healthcare facilities operator, in May 1995, after which time he served as Division Vice President of HCA until September 1995. Mr. Adlerz holds a B.A. in Business and an M.B.A. from the University of Florida.

On September 6, 2017, the Board also appointed Mr. Adlerz as a Class III director, with such appointment to become effective upon the Stockholder Action Effective Date, as further described in Item 5.07 of this Current Report on Form 8-K, which disclosure is incorporated into this Item 5.02 by reference herein. Class III directors will stand for re-election at the 2018 annual meeting of stockholders.

On September 7, 2017, the Company issued a press release announcing Mr. Adlerz's appointment as interim Chief Executive Officer and his appointment to the Board, and the departure of Mr. Doyle. A copy of the press release has been filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Employment Agreement with Clifford G. Adlerz

On September 7, 2017, the Company entered into an employment agreement with Mr. Adlerz (the "*Employment Agreement*"). Pursuant to the terms of the Employment Agreement, Mr. Adlerz is entitled to receive an annual base salary of $550,000, subject to adjustment at the discretion of the Board or the Compensation Committee of the Board (the "*Compensation Committee*"). In addition, Mr. Adlerz is eligible to earn an annual cash bonus with a target amount equal to $350,000, with the actual amount of such bonus to be determined by the Board or the Compensation Committee based on the achievement of performance goals established annually by the Board or the Compensation Committee. Mr. Adlerz's agreement also entitles him to participate in Company benefit programs for which employees of the Company are generally eligible, subject to the eligibility and participation requirements thereof.

The Employment Agreement may be terminated (i) by Mr. Adlerz upon 60 days' advance written notice, (ii) upon Mr. Adlerz's death or disability, (iii) by the Company upon 60 days' advance written notice, or at any time for "cause" (as such term is defined in Mr. Adlerz's Employment Agreement) or (iv) upon the effective date of the Company's appointment of a permanent Chief Executive Officer. If Mr. Adlerz's employment is terminated for any reason, Mr. Adlerz is entitled to receive his base salary through the date of termination, a pro-rated portion of his annual bonus (based on actual achievement of any applicable performance goals for the period in which Mr. Adlerz' employment ends), reimbursement of previously unreimbursed expenses and any accrued and vested amounts owed to Mr. Adlerz pursuant to any employee benefits plans maintained by the Company, except that if Mr. Adlerz's employment is terminated for "cause," he will not be eligible to receive a pro-rated portion of his annual bonus.

Pursuant to the Employment Agreement, Mr. Adlerz is bound by certain restrictive covenants, including a covenant relating to confidentiality, a covenant not to compete with the Company and a covenant not to solicit the Company's employees or other service providers during employment and for the longer of six (6) months following termination of employment or the conclusion of Mr. Adlerz's service on the Board.

The foregoing description of Mr. Adlerz's Employment Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employment Agreement, which is incorporated into this Item 5.02 by reference to Exhibit 10.1 of this Current Report on Form 8-K.

Upon the effectiveness of his appointment as interim Chief Executive Officer of the Company, Mr. Adlerz entered into the Company's standard form of indemnification agreement, a copy of which is filed as Exhibit 10.14 to Amendment No. 1 to the Company's Registration Statement on Form S-1 filed on September 14, 2015.

Mr. Adlerz is a limited partner of BCPE Seminole Holdings LP ("*Seminole*"), a Delaware limited partnership, the Company's controlling stockholder and an affiliate of Bain Capital Private Equity, LP. Except as described herein, there is no arrangement or understanding between Mr. Adlerz and any other persons or entities pursuant to which he was appointed as an officer or nominated as a director. There are no family relationships between Mr. Adlerz and any director or executive officer of the Company or any of its subsidiaries. Except as described herein, there are no transactions between the Company or any of its subsidiaries and Mr. Adlerz that require disclosure under Item 404(a) of Regulation S-K.

Separation Agreement with Michael Doyle

On September 7, 2017, in connection with Mr. Doyle's resignation as Chief Executive Officer of the Company, the Company entered into a termination and release agreement (the "*Separation Agreement*") with Mr. Doyle. Pursuant to the Separation Agreement, Mr. Doyle will receive the separation benefits payable to him under his employment agreement with the Company, dated September 17, 2015 (a copy of which was filed as Exhibit 10.10 to the Company's Registration Statement on Form S-1 filed on September 21, 2015 and is incorporated herein by reference) (the "*Doyle EA*"), which consists of the Company's payment of the following: (i) Mr. Doyle's base salary through September 7, 2017, the effective date of his resignation (the "*Resignation Date*"), (ii) cash severance in the amount of $550,000, to be paid over a period of twelve (12) months after the Resignation Date in accordance with the Company's normal payroll practices, (iii) a pro rata portion of the annual bonus Mr. Doyle would have earned in respect of the 2017 performance period (based on actual performance as determined consistent with other senior executives) under the Doyle EA had his employment not been terminated, to be paid on the date the Company pays 2017 bonuses generally, but not later than March 15, 2018, (iv) the full amount of Mr. Doyle's COBRA premiums for continued coverage under the Company's group health plans, including coverage for Mr. Doyle's eligible dependents, until the twelve (12) month anniversary of the Resignation Date (or in lieu of payment of such amounts, reimbursement therefor) and (v) $15,000. Such payments are subject to Mr. Doyle's execution and non-revocation of a general waiver and release of claims and his continued compliance with certain restrictive covenants, further described below.

In addition, the Separation Agreement provides that Mr. Doyle's outstanding equity-based awards shall be treated in a manner consistent with the Company's 2015 Omnibus Incentive Plan (a copy of which was filed as Exhibit 4.3 to the Company's Registration Statement on Form S-8 filed on October 6, 2015) (the "*Incentive Plan*") and the agreements pursuant to which such awards were granted, as follows: (i) in accordance with the restricted stock award agreements (the form of which was filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 15, 2016), upon the Resignation Date, any shares that are then outstanding and not yet vested will automatically, and without any action on the part of Mr. Doyle, become vested, and as such, 71,928 shares became vested effective September 7, 2017 and (ii) in accordance with the performance stock unit award agreements (the form of which was filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 5, 2016), upon the Resignation Date, any Earned Shares (as defined in the performance stock unit award agreement) that are then outstanding and not yet vested will automatically, and without any action on the part of Mr. Doyle, become vested and, as such, 22,281 Earned Shares from Mr. Doyle's August 2, 2016 award agreement became vested effective September 7, 2017 and any Earned Shares from the March 31, 2017 award agreement will be delivered to Mr. Doyle, if applicable, once the Administrator (as defined in the Incentive Plan) certifies the achievement of the applicable performance objectives; provided, however, that if the vesting of any Earned Shares from the March 31, 2017 award agreement would make Mr. Doyle's payments and benefits under the Separation Agreement subject to excise tax under Section 4999 of the Internal Revenue Code, then such Earned Shares will be only be delivered to the extent such Earned Shares will not subject Mr. Doyle to excise tax under Section 4999 of the Internal Revenue Code. Except for the March 31, 2017 award agreement, which will remain outstanding until the Administrator determines whether any performance stock units became Earned Shares in accordance with the terms thereof, all other equity-based awards granted to Mr. Doyle pursuant to the Incentive Plan that remain unvested as of the Resignation Date were forfeited and of no further force or effect as September 7, 2017.

In consideration for the foregoing, Mr. Doyle agreed to certain restrictions on competition for eighteen (18) months following the Resignation Date and certain restrictions on solicitation of customers, employees and consultants for twenty-four (24) months following the Resignation Date.

The foregoing description of the Separation Agreement does not purport to be complete and is subject to, and qualified in its entirety by the full text of the Separation Agreement, which is incorporated into this Item 5.02 by reference to Exhibit 10.2 of this Current Report on Form 8-K.

Consulting Agreement with Michael Doyle

Also on September 7, 2017, the Company and Mr. Doyle entered into a consulting services agreement (the "*Consulting Agreement*"), pursuant to which Mr. Doyle will provide certain consulting services to the Company and its subsidiaries for a period of six (6) months following the Resignation Date. In exchange, the Company will pay Mr. Doyle an aggregate consulting fee of $275,000, payable in equal monthly installments. The Company may terminate the Consulting Agreement in the event Mr. Doyle repeatedly fails to perform services reasonably requested under the Consulting Agreement. Mr. Doyle may terminate the Consulting Agreement upon two weeks' advance written notice to the Company, after the first month anniversary of the commencement date of the Consulting Agreement.

The foregoing description of the Consulting Agreement does not purport to be complete and is subject to, and qualified in its entirety by the full text of the Consulting Agreement, which is incorporated into this Item 5.02 by reference to Exhibit 10.3 of this Current Report on Form 8-K.

TRA Assignment Agreement with Michael Doyle

On September 8, 2017, Mr. Doyle entered into a TRA Waiver and Assignment Agreement (the "*TRA Assignment Agreement*") with the Company, pursuant to which the Company agreed to accept the assignment of 50% of Mr. Doyle's (and his affiliates') interest in future payments to which such parties are entitled pursuant to the Income Tax Receivable Agreement, dated September 30, 2015, by and among the Company, H.I.G. Surgery Centers, LLC (in its capacity as the stockholders representative) and the other parties referred to therein, as amended effective August 31, 2017, in exchange for an upfront payment of approximately $5.1 million, in the aggregate, as set forth in the TRA Assignment Agreement. Copies of the Income Tax Receivable Agreement and the amendment thereto were filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on November 13, 2015 and Exhibit 10.3 to the Company's Current Report on Form 8-K filed May 11, 2017, respectively.

The foregoing description of the TRA Assignment Agreement does not purport to be complete and is subject to, and qualified in its entirety by the full text of the TRA Assignment Agreement, which is incorporated into this Item 5.02 by reference to Exhibit 10.4 of this Current Report on Form 8-K.

Approval of Leveraged Performance Incentive Award

On September 7, 2017, the Compensation Committee approved a form of leveraged performance unit award agreement (the "*Form LPU Award Agreement*") under the existing Incentive Plan, which may be used for future grants of leveraged performance units by the Company to certain employees. The Form LPU Award Agreement is filed as Exhibit 10.5 of this Current Report on Form 8-K and is incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders.

On September 8, 2017, Seminole, as the holder of at least a majority of the combined voting power of the issued and outstanding shares of the Company's common stock and the issued and outstanding shares of the Company's 10.00% Series A Convertible Perpetual Participating Preferred Stock, acting by written consent in lieu of a meeting of the stockholders of the Company, voted all such shares to approve (x) the expansion of the size of the Board from six (6) directors to seven (7) directors (the "*Board Expansion*") in order to effectuate the appointment of Mr. Adlerz to the Board and (y) the Third Amended and Restated Certificate of Incorporation of the Company (collectively, the "*Stockholder Approvals*"), with such approvals to be effective as of the Stockholder Action Effective Date (as defined below).

The Company's Second Amended and Restated Certificate of Incorporation, as in effect as of September 8, 2017, provides that prior to the date that Seminole ceases to beneficially own 50% or more of the Company's voting stock (the "*Trigger Date*"), (i) vacancies on the Board shall be filled by a vote of a majority of the then outstanding voting stock, (ii) the size of the Board shall be determined by a vote of a majority of the then outstanding voting stock and (iii) newly-created directorships shall be filled by a vote of a majority of the directors then on the Board. The Company's Third Amended and Restated Certificate of Incorporation will provide that, prior to the Trigger Date, the size of the Board shall be determined by, and vacancies and newly created directorships on the Board shall be filled by, either a vote of a majority of the then outstanding voting stock or a vote of a majority of the directors then on the Board.

Seminole's action by written consent in lieu of a meeting of the stockholders of the Company was the only vote required in respect of the Stockholder Approvals, and as such, there were no votes cast against or withheld, and no abstentions or broker non-votes with respect to the Stockholder Approvals.

The Company will file an Information Statement on Schedule 14C describing these matters and will deliver a copy of the Information Statement to all stockholders of record as of September 8, 2017. The Stockholder Approvals will be effective on or immediately after the date that is 20 calendar days after the date on which the Information Statement on Schedule 14C first sent or given to the Company's stockholders (such effective date, the "*Stockholder Action Effective Date*"). The Third Amended and Restated Certificate of Incorporation will become effective upon its filing with the Secretary of State of the State of Delaware, which is expected to occur on or promptly following the Stockholder Action Effective Date.

Forward-Looking Statements

This report may contain "forward-looking" statements as defined by the Private Securities Litigation Reform Act of 1995 or by the U.S. Securities and Exchange Commission (the "*SEC*") in its rules, regulations and releases. These statements include, but are not limited to, management changes and related actions, the performance of the Company's business and other non-historical statements. These statements can be identified by the use of words such as "believes," "anticipates," "expects," "intends," "plans," "continues," "estimates," "predicts," "projects," "forecasts," and similar expressions. All forward looking statements are based on management's current expectations and beliefs only as of the date of this report and are subject to risks, uncertainties and assumptions that could cause actual results to differ materially from those discussed in, or implied by, the forward-looking statements, including but not limited to, the risks identified and discussed from time to time in the Company's reports filed with the SEC, including the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2017, filed on August 9, 2017. Readers are strongly encouraged to review carefully the full cautionary statements described in these reports. Except as required by law, the Company undertakes no obligation to revise or update publicly any forward-looking statements to reflect events or circumstances after the date of this report, or to reflect the occurrence of unanticipated events or circumstances.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Employment Agreement, by and between Surgery Partners, Inc. and Cliff Adlerz, dated September 7, 2017.
10.2	Termination and Release Agreement, by and among Surgery Partners, Inc., Surgery Partners, LLC and Michael T. Doyle, dated September 7, 2017.
10.3	Consulting Services Agreement, by and between Surgery Partners, Inc. and Michael T. Doyle, dated September 7, 2017.
10.4	TRA Waiver and Assignment Agreement, by and among Surgery Partners, Inc., Michael T. Doyle, the Makayla Doyle 2012 Irrevocable Trust under agreement dated July 20, 2012, the Michael Doyle 2012 Irrevocable Trust under agreement dated July 20, 2012 and the Mason Doyle 2012 Irrevocable Trust under agreement dated July 20, 2012, dated September 8, 2017.
10.5	Form of Leveraged Performance Unit Award Agreement.
99.1	Press Release, dated September 7, 2017 issued by Surgery Partners, Inc.

EXHIBIT INDEX

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10.5	Form of Leveraged Performance Unit Award Agreement.
99.1	Press Release, dated September 7, 2017 issued by Surgery Partners, Inc.

SIGNATURES

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

Surgery Partners, Inc.

By: /s/ Teresa F. Sparks
Teresa F. Sparks
Executive Vice President, Chief Financial Officer

Date: September 8, 2017

Exhibit 10.1

Execution Version

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is hereby entered into on September 7, 2017, between Surgery Partners, Inc. (the "Company") and Cliff Adlerz ("Executive"). This Agreement shall be effective as of the date of execution by the parties.

1. Employment. The Company shall employ Executive, and Executive hereby accepts employment with the Company, upon the terms and conditions set forth in this Agreement for the period beginning on the Effective Date and as set forth in Section 4 hereof (the "Employment Period").

2. Position and Duties.

(a) During the term of Executive's employment with the Company under this Agreement, Executive will serve as the Interim Chief Executive Officer of the Company and Executive will report directly to the Board of Directors of the Company (the "Board"). During Executive's term of employment with the Company, the Company will nominate Executive to serve as a member of the Board.

(b) Executive shall have such responsibilities, duties and authorities, and will render such services for the Company and its Subsidiaries or Affiliates as the Board may reasonably request from time to time. During Executive's period of employment, Executive will devote substantially all of Executive's business time, energy and efforts to Executive's obligations hereunder and to the affairs of the Company; provided that the foregoing shall not prevent Executive from (i) participating in charitable, civic, educational, professional, community or industry affairs and (ii) managing Executive's passive personal investments, in each case, so long as such activities, individually or in the aggregate, do not materially interfere with Executive's duties hereunder or create a potential business conflict.

3. Compensation and Benefits.

(a) *Base Salary*. During the Employment Period, Executive's base salary shall be $550,000 per annum, payable by the Company in regular installments in accordance with the Company's general payroll practices, less taxes and other applicable withholdings, and subject to review and adjustment from time to time by the Board or the Compensation Committee thereof (the "Committee"), in either case, in its discretion (as modified from time to time, the "Base Salary").

(b) *Annual Bonus Opportunity*. In addition to the Base Salary, Executive will be eligible to receive an annual bonus with a target amount equal to $350,000, with the actual amount of any such bonus being determined by the Board or the Committee, in either case, in its discretion, based on the achievement of performance goals established annually by the Board or the Committee, as applicable (the "Annual Bonus"). Executive will be eligible to receive a pro-rated portion of the Annual Bonus, based on actual achievement of any applicable performance goals and paid at the same time as bonuses are paid to similarly situated executives, for the performance period in which the Employment Period ends. Any annual bonus payable under this Section 3(b) will be paid no later than March 15th following the close of the year for which the bonus is earned.

(c) *Employee Benefits*. In addition, during the Employment Period, Executive shall be entitled to participate in all of the Company's benefit programs for which employees of the Company are generally eligible, subject to the eligibility and participation requirements thereof.

(d) *Expenses*. During the Employment Period, the Company shall reimburse Executive for all reasonable out-of-pocket expenses incurred by him in the course of performing his duties and responsibilities under this Agreement which are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company's requirements with respect to reporting and documentation of such expenses.

4. Termination.

(a) The Employment Period shall terminate (i) upon 60 days' advance written notice of Executive's voluntary resignation, (ii) immediately upon Executive's death or disability, (iii) immediately upon a termination by the Company for Cause, (iv) upon 60 days' advance written notice by the Company without Cause, or (v) the effective date of the Company's appointment of a permanent Chief Executive Officer.

(b) If the Employment Period is terminated for any reason, Executive shall only be entitled to receive his (i) Base Salary through the date of termination, (ii) a pro-rated portion of the Executive's Annual Bonus, paid in accordance with Section 3(b), (iii) reimbursement of any previously unreimbursed expenses in accordance with Section 3(d) hereof, and (iv) any accrued and vested amounts owed to Executive pursuant to any employee benefits plans maintained by the Company (such amounts, the "Termination Benefits"). In the event the Executive is terminated by the Company for Cause, Executive will receive the Termination Benefits except Executive will not be eligible to receive a pro-rated portion of Executive's Annual Bonus, as set forth in this Section 4(b)(ii).

(c) The Company and its subsidiaries and affiliates shall have no further obligations hereunder or otherwise with respect to Executive's employment from and after the date of termination of employment with the Company (the "Termination Date"), and the Company and its subsidiaries and affiliates shall continue to have all other rights available hereunder (including without limitation, all rights hereunder at law or in equity).

(d) "Cause" as used herein means the occurrence of any of the following events: (i) willful and a material breach by Executive of any of the terms and conditions of this Agreement; provided that, if curable, Executive shall have a reasonable period of time (which in no event shall exceed 45 days) during which to cure such material breach following the date on which Executive receives the Company's written notice of such material breach; (ii) material breach of fiduciary duty or willful misconduct with respect to the Company; or (iii) Executive's willful and material breach of a material Company

policy promulgated by the Company and made available to Executive; provided that, if curable, Executive shall have a reasonable period of time (which in no event shall exceed 45 days) during which to cure such failure following the date on which Executive receives the Company's written notice of such failure.

5. Confidential Information.

(a) Other than in the performance of his duties hereunder, during the Restrictive Period (as defined below) and thereafter, Executive shall keep secret and retain in strictest confidence, and shall not, without the prior written consent of the Company, furnish, make available or disclose to any third party or use for the benefit of himself or any third party, any Confidential Information. As used in this Agreement, "Confidential Information" shall mean any information relating to the business or affairs of the Company or any of its subsidiaries or affiliates or the Business (as defined below), including but not limited to any technical or non-technical data, formulae, compilations, programs, devices, methods, techniques, designs, processes, procedures, improvements, models, manuals, financial data, acquisition strategies and information, information relating to operating procedures and marketing strategies, and any other proprietary information used by the Company or any of its subsidiaries or affiliates in connection with the Business, irrespective of its form; provided, however, that Confidential Information shall not include any information which is in the public domain or becomes known in the industry, in each case through no wrongful act on the part of Executive. Executive acknowledges that the Confidential Information is vital, sensitive, confidential and proprietary to the Company or any of its subsidiaries or affiliates. Executive will immediately notify the Company of any unauthorized possession, use, disclosure, copying, removal or destruction, or attempt thereof, of any Confidential Information by anyone of which Executive becomes aware and of all details thereof. Executive shall take all reasonably appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Executive shall deliver to the Company at the termination or expiration of the Employment Period, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes, computers, printouts and software and other documents and data (and copies thereof) embodying or relating to the Confidential Information or the business of the Company or any of its subsidiaries or affiliates which Executive may then possess or have under his control.

6. Restrictive Covenants. Executive acknowledges that in the course of his employment with Company or any of its subsidiaries or affiliates, or their predecessors or successors, he has been and will be given access to and has and will become familiar with their trade secrets and with other Confidential Information and that his services have been and shall be of special, unique and extraordinary value to Company or any of its subsidiaries or affiliates. Therefore, and in further consideration of the compensation to be paid to Executive hereunder and in connection with his employment, and to protect the Company's and its subsidiaries' and affiliates' Confidential Information, business interests and goodwill:

(a) *Non-compete*. Except as set forth on Annex A, Executive hereby agrees that during Executive's employment or service with Company or any of its subsidiaries or affiliates, and thereafter, through the period ending on the last to occur of (i) the six-month anniversary of the Termination Date and (ii) the conclusion of Executive's service on the Board (collectively, the "Restrictive Period"), he shall not, directly or indirectly, as employee, agent, consultant, stockholder, director, co-partner or in any other individual or representative capacity, own, operate, manage, control, engage in, invest in or participate in any manner in, act as a consultant or advisor to, render services for (alone or in association with any person, firm, corporation or entity), or otherwise assist any person or entity (other than the Company and its subsidiaries) that engages in or owns, invests in, operates, manages or controls any venture or enterprise that directly or indirectly engages or is actively developing or attempting to develop in any element of the Business anywhere within a 50-mile radius of the Nashville metropolitan area or within a 50-mile radius of any area (or in the event such area is a major city, the metropolitan area relating to such city) in which the Company or any of its subsidiaries on the Termination Date actively engages or is actively developing or attempting to develop in any element of the Business (the "Territory"); provided, however, that nothing contained herein shall be construed to prevent Executive from investing in the stock of any competing corporation listed on a national securities exchange or traded in the over-the-counter market, but only if Executive is not involved in the business of said corporation and if Executive and his associates (as such term is defined in Regulation 14(A) promulgated under the Securities Exchange Act of 1934, as in effect on the date hereof), collectively, do not own more than an aggregate of 3% of the stock of such corporation. With respect to the Territory, Executive specifically acknowledges that the Company and its subsidiaries intend to expand the Business into and throughout the United States.

(b) "Business" as used herein means the business of owning, operating, developing and/or managing, or providing management or administrative services to, (a) ambulatory surgery centers anywhere in the United States or (b) physician-owned surgical hospitals within a 50 mile radius of any hospital that is owned, operated, developed or managed by the Company or any affiliate.

(c) *Non-solicitation*. Other than in the performance of his duties hereunder, during the Restrictive Period, Executive shall not, directly or indirectly, as employee, agent, consultant, stockholder, director, co-partner or in any other individual or representative capacity, employ, recruit or solicit for employment or engagement, any person who is employed or engaged by the Company or any of its subsidiaries or any of its Affiliated Practices during the Restrictive Period, or otherwise seek to influence or alter any such person's relationship with any of the Affiliated Practices, the Company or any of its subsidiaries; provided, however that responses to a general solicitation (such as an internet or newspaper solicitation) that are not targeted towards any particular person shall not be deemed to be a violation of the restrictions set forth in this Section 6(b). For purposes of this Agreement, an "Affiliated Practice" shall include any practice or facility (i) in which the Company or any of its Subsidiaries has an ownership interest or (ii) that is managed by or receives other services from the Company or any of its subsidiaries in connection with any element of the Business.

(d) *Blue Pencil*. If any court of competent jurisdiction shall at any time deem the term of this Agreement or any particular Restrictive Covenant (as defined below) too lengthy or the Territory too extensive, the other provisions of this Section 6 shall nevertheless stand, the Restrictive Period herein shall be deemed to be the longest period permissible by law under the circumstances and the Territory herein shall be deemed to comprise the largest territory permissible by law under the circumstances. The court in each case shall reduce the time period and/or Territory to permissible duration or size.

(e) *Covenant Not to Disparage*. During the Restrictive Period and thereafter, Executive shall not disparage, denigrate or derogate in any way, directly or indirectly, the Company, any of its subsidiaries or affiliates, or any of its or their respective agents, officers, directors, employees, parent, subsidiaries, affiliates, Affiliated Practices, affiliated doctors (including any physicians who utilize or have invested in any Affiliated Practice), representatives, attorneys, executors, administrators, successors and assigns (collectively, the "Protected Parties"), nor shall Executive disparage, denigrate or derogate in any way, directly or indirectly, his experience with any Protected Party, or any actions or decisions made by any Protected Party. During the Restrictive Period and thereafter, the Company will instruct their board members and senior executives not to make any negative comments or otherwise defame or disparage Executive to any third parties, except as required by law. This Section 6(e) will not be violated by internal statements made by the Executive while discharging his duties to the Company and its subsidiaries and affiliates.

(f) *Remedies*. Executive acknowledges and agrees that the covenants set forth in this Section 6 and the preceding Section 5 (collectively, the "Restrictive Covenants") are reasonable and necessary for the protection of the business interests of the Company and its subsidiaries and affiliates, that irreparable injury may result to the Company and its subsidiaries and affiliates if Executive breaches any of the terms of said Restrictive Covenants, and that in the event of Executive's actual or threatened breach of any such Restrictive Covenants, the Company and its subsidiaries and affiliates will have no adequate remedy at law. Executive accordingly agrees that in the event of any actual or threatened breach by him of any of the Restrictive Covenants, the Company and its subsidiaries and affiliates shall be entitled to immediate temporary injunctive and other equitable relief subject to hearing as soon thereafter as possible. Nothing contained herein shall be construed as prohibiting the Company and its subsidiaries and affiliates from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any damages which it is able to prove.

7. Executive's Representations and Covenants.

(a) Executive hereby represents and warrants to the Company that (i) the execution, delivery and performance of this Agreement by Executive do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which he is bound, (ii) Executive is not a party to or bound by any employment agreement, non-compete agreement or confidentiality agreement with any other person or entity and (iii) upon the execution and delivery of this Agreement by the Company, this Agreement shall

be the valid and binding obligation of Executive, enforceable in accordance with its terms. Executive hereby acknowledges and represents that he has consulted with independent legal counsel regarding her rights and obligations under this Agreement and that he fully understands the terms and conditions contained herein.

(b) During the Employment Period and thereafter, Executive shall cooperate with the Company and its subsidiaries and affiliates in any internal investigation or administrative, regulatory or judicial proceeding as reasonably requested by the Company (including, without limitation, Executive being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company all pertinent information and turning over to the Company all relevant documents which are or may come into Executive's possession, all at times and on schedules that are reasonably consistent with Executive's other permitted activities and commitments). In the event the Company requires Executive's cooperation in accordance with this Section 7(b), the Company shall reimburse Executive for reasonable travel expenses (including, without limitation, travel expenses, lodging and meals, and reasonable attorneys' fees upon submission of receipts).

8. Survival. Sections 4 through 20 shall survive and continue in full force in accordance with their terms notwithstanding the expiration or termination of the Employment Period.

9. Notices. Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, and addressed to Executive at his last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Board (with a copy to the General Counsel of the Company), or to such other address as either party may specify by notice to the other actually received.

10. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Complete Agreement. This Agreement embodies the complete agreement and understanding among Executive and the Company and its subsidiaries and, as of the Effective Date, shall supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

12. Counterparts. This Agreement may be executed in separate counterparts (including by facsimile or PDF signature pages), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

13. No Assignment. This Agreement is personal to each of the parties hereto, and no party may assign or delegate any right or obligation hereunder without first obtaining the written consent of the other party hereto.

14. Delivery by Facsimile or PDF. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

15. Withholding Taxes. The Company may withhold from any and all amounts payable to Executive hereunder such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

16. Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the state of Delaware, without giving effect to provisions thereof regarding conflict of laws.

17. Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE PARTIES HERETO ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE OTHER PARTY. THE PARTIES HERETO ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE COMPANY AND EXECUTIVE FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH THEIR RESPECTIVE LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES THEIR RESPECTIVE JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTION CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

18. Consent to Jurisdiction.

(a) THE COMPANY AND EXECUTIVE HEREBY CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE IN WHICH EXECUTIVE RESIDES AND IRREVOCABLY AGREE THAT SUBJECT TO THE COMPANY'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EXECUTIVE ACCEPTS FOR HIMSELF AND IN

CONNECTION WITH HIS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT.

(b) Notwithstanding Section 18(a), the parties intend to and hereby confer jurisdiction to enforce the covenants contained in Sections 5 through 7 upon the courts of any jurisdiction within the geographical scope of such covenants. If the courts of any one or more of such jurisdictions hold such covenants wholly or partially invalid or unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties that such determination not bar or in any way affect the Company's right to the relief provided above in the courts of any other jurisdiction within the geographical scope of such covenants, as to breaches of such covenants in such other respective jurisdictions, such covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

19. Amendment and Waiver. Any provision of this Agreement may be amended or waived only with the prior written consent of the Company and Executive, and no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

20. Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively, "Code Section 409A") and, accordingly, to the maximum extent permitted, this Agreement will be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification will be made in good faith and will, to the maximum extent reasonably possible, maintain the original intent and economic benefit to Executive and the Company of the applicable provision without violating the provisions of Code Section 409A. To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Code Section 409A, (a) all expenses or other reimbursements hereunder will be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Executive, (b) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchanges for another benefit, and (c) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any table year will in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

[signature page follows]

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

SURGERY PARTNERS, INC.

/s/ Teresa F. Sparks
Name: Teresa F. Sparks
Title: Executive Vice President, Chief Financial Officer

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

Accepted and Agreed:

/s/ Cliff Adlerz
Name: Cliff Adlerz

Annex A

Executive has disclosed and the Company acknowledges that Executive owns less than one percent (1%) interest in Contessa Health, Inc. ("Contessa"), a privately held company which provides bundled billing services for outpatient surgery centers. Executive may continue to hold his current level of interest in Contessa and may continue to mentor the Chief Executive Officer of Contessa; provided, however, that Executive shall dispose of his interest in Contessa and cease contact with its Chief Executive Officer should a competitive situation arise between the Company or any of its affiliates and Contessa or any of its affiliates. Either party shall notify the other in writing if it is believed that a competitive situation arises between the Company or any of its affiliates and Contessa or any of its affiliates.

Exhibit 10.2

Execution Version

TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT (the "Agreement") is made as of this 7th day of September, 2017, by Surgery Partners, Inc. ("Parent"), Surgery Partners, LLC ("Partners", and together with Parent, the "Company"), and Michael T. Doyle (the "Executive").

WHEREAS, the Executive serves as the Chief Executive Officer of the Company;

WHEREAS, the Executive and the Company are signatories to an employment agreement dated September 17, 2015 (the "Employment Agreement"); and

WHEREAS, the Company and the Executive have mutually agreed to terminate their employment relationship under the terms and conditions set forth exclusively in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties set forth herein, and for other good and valuable consideration, the Executive and the Company agree as follows:

1. Cessation of Employment Relationship.

(a) The Executive's employment with the Company and its affiliates will cease, and the Executive will cease to serve as Chief Executive Officer and as an officer of the Company, effective September 7, 2017 ("Termination Date"). Except as expressly provided in Section 2 of this Agreement, the Termination Date will be the termination date of Executive's employment for purposes of active participation in and coverage under all benefit plans and programs sponsored by or through the Company.

(b) Effective as of the Termination Date, the Executive hereby resigns from all positions and offices with the Company and any affiliate and subsidiary of the Company, as well as from any positions, offices and directorships on the Company's and its affiliates' and subsidiaries' foundations, benefits plans and programs; provided that the Executive shall remain a member of the board of directors of the Company.

2. Compensation.

(a) *Severance*. Subject to Section 2(b) herein, the termination of the Executive's employment on the Termination Date in accordance with Section 1 of this Agreement will constitute a "termination without Cause" (as defined in the Employment Agreement), and the Executive will be entitled to the severance payments and benefits specified in the Employment Agreement, consisting of (i) payment of the Executive's base salary through the Termination Date, (ii) cash severance in the amount of $550,000, which is equal to the Executive's current base salary and which will be paid over a period of twelve (12) months after the Termination Date in accordance with the Company's normal payroll practices, (iii) a pro rata portion of the annual bonus the Executive would have earned in respect of the 2017 performance period (based on actual performance as determined consistent with other senior executives) under the Employment Agreement had his employment not been terminated (with such pro rata portion determined without exercising any negative discretion and based on the number of days between January 1, 2017 and the Termination Date divided by 365 and to be paid on the date the Company pays 2017 bonuses generally, but not later than March 15, 2018), (iv) Company payment of (or reimbursement for) the full amount of the Executive's COBRA premiums for continued coverage under the Company's group health plans, including coverage for the Executive's eligible dependents, until the twelve (12) month anniversary of the Termination Date, and (v) $15,000 (Sections 2(a)(ii) through (v) herein collectively, the "Severance"). Notwithstanding anything to the contrary set forth in this Section 2(a), the Company's first payment under Sections 2(a)(ii) and (iv) and the payment under Section 2(a)(ii)(v) shall occur on the sixtieth (60th) day following the Termination Date and will include an amount equal to the aggregate amount of payments under clauses (ii) and (iv) that the Company would have paid through such date had such payments commenced on the Termination Date through such sixtieth (60th) day, with the balance of the payments paid thereafter on the original schedule.

(b) *Release Requirement*. Pursuant to Section 4(e) of the Employment Agreement, in order to be entitled to receive the Severance, the Executive must execute and return to the Company the general waiver and release attached hereto as **Exhibit A** no later than the twenty-first (21st) day following the Termination Date, the Executive must not revoke the release, and as of the date of payment the Executive has not failed to cure with ten (10) business days of written notice from the Company a material breach of any of the continuing obligations to the Company contained within Sections 5 through 8 of the Employment Agreement (relating to Confidential Information; Inventions, Patents and Intellectual Property; Non-Compete and Non-Solicitation; and Executive's Covenants), as modified by Section 3 of this Agreement (Sections 5 through 8 of the Employment Agreement, as so modified, collectively, the "Restrictive Covenants"). Upon receipt of the Executive's executed waiver and release in the form of Exhibit A, the Company agrees to promptly execute such release and return an executed version to the Executive.

(c) *Equity Acceleration*. Reference is made to the Company's 2015 Omnibus Incentive Plan, the Restricted Stock Award Agreements and the Performance Stock Unit Award Agreements granted to the Executive thereunder. In accordance with Section 2(a) of Exhibit A of the Restricted Stock Award Agreements, upon the Termination Date, any Shares (as defined in the Restricted Stock Award Agreements) that are then outstanding and not yet vested will automatically, and without any action on the part of the Executive, become vested and as such, 71,928 Shares will become vested as of the Termination Date and will be delivered to Executive on such date. Additionally, in accordance with Section 6(a) of the Performance Stock Unit Award Agreements, upon the Termination Date, any Earned Shares (as defined in the Performance Stock Unit Award Agreement) that are then outstanding and not yet vested will automatically, and without any action on the part of the Executive, become vested and, as such, 22,281 Earned Shares from the August 2, 2016 award agreement will become vested as of the Termination Date and will be delivered to Executive on such date and any Earned Shares from the March 31, 2017 award agreement (the "March 2017 PSU Award Agreement"), determined pursuant to Section 3(b) of such agreement, will be delivered to the Executive, if applicable, once the Administrator certifies the achievement of the applicable performance objectives; provided that if the vesting of any Earned Shares from the March 2017 PSU Award Agreement would make the Executive's payments and benefits under this Agreement subject to excise tax under Section 4999 of the Internal Revenue Code, then Earned Shares from the March 2017 PSU Award Agreement will be only be delivered to the extent such Earned Shares will not subject the Executive to excise tax under Section 4999 of the Internal Revenue Code. Except for the March 31, 2017 PSU Award Agreement,

which will remain outstanding until the Administrator determines whether any Performance Stock Units became Earned Shared under Section 3(b) of that agreement, all other equity-based awards granted to Executive pursuant to the Company's 2015 Omnibus Incentive Plan that remain unvested as of the Termination Date will be forfeited and have no further force or effect as of the Termination Date. Notwithstanding anything to the contrary in the 2015 Omnibus Incentive Plan or any applicable equity award agreement, the Company shall only seek repayment for any vested equity awards granted under the Company's 2015 Omnibus Incentive Plan if the Company has given notice to the Executive of the event or omission giving rise to such request for repayment and, if curable, the Executive has not cured such event or omission within ten (10) business days after receipt of such notice from the Company setting forth the event or omission giving rise to such request for repayment.

(d) *No Other Compensation or Benefits*. The Executive acknowledges that, except as expressly provided in this Agreement or as otherwise required by applicable law, the Executive will not receive any additional compensation, severance or other benefits as an employee of any kind following the Termination Date; provided, however, the Company shall reimburse, in accordance with the Company's current policies, the Executive for any unreimbursed business and travel expenses incurred by him prior to the Termination Date and nothing herein shall effect any rights he has to be indemnified or covered under any applicable directors' and officers' insurance policies, including pursuant to Section 22 of the Employment Agreement.

3. Restrictive Covenants; Survival. The Executive hereby (a) reaffirms the rights and obligations contained within the Restrictive Covenants, and (b) understands, acknowledges and agrees that such rights and obligations will survive the Executive's termination of employment with the Company and remain in full force and effect in accordance with all of the terms and conditions thereof; provided, however, that Sections 7(a) and 7(b) of the Employment Agreement are hereby amended and restated in their entirety as follows pursuant to the terms of this Agreement:

7. Non-Compete; Non-Solicitation.

(a) Executive agrees that during the Employment Period (which shall end on the Termination Date) and until the eighteenth (18th) month anniversary of the Termination Date, he shall not directly or indirectly own any interest in, manage, control, participate in, consult with, render services for, become employed by, or in any manner engage in a business which directly competes with the following businesses of the Company or its Subsidiaries or Affiliates: ambulatory surgery centers, surgical hospitals, pain management practices, optical laboratories, optical buying group or toxicology laboratories, as such businesses exist on the Termination Date (each a "Competitive Business"), in any location within the United States. Nothing herein shall prohibit Executive from (x) being a passive owner of not more than two percent (2%) of the outstanding stock of any class of a corporation which is publicly traded, so long as the Executive has no active participation in the business of such corporation or (y) providing services to, or having a financial interest in (including an equity interest), (i) any private equity and/or hedge fund owning or having a financial interest in a Competitive Business or (ii) a Subsidiary, Affiliate or division of a Competitive Business, as long as in each case

Executive is not providing, directly or indirectly, services (including supervisory or executive services) to the Competitive Business.

(b) During the Employment Period (which shall end on the Termination Date) and until the twenty four (24th) month anniversary of the Termination Date, Executive shall not directly or indirectly through another person or entity (i) induce or attempt to induce any officer, employee or consultant of the Company or any of its Subsidiaries or Affiliates to leave the Company or such Subsidiary or Affiliate, or in any way interfere with the relationship between the Company or any of its Subsidiaries or Affiliates and any officer, employee or consultant thereof, (ii) hire any person who was an officer, employee or consultant of the Company or any of its Subsidiaries or Affiliates at the date of termination of the Employment Period or at any time during the 180 days prior to the date of the termination of the Employment Period, (iii) on behalf of a Competitive Business, call on, solicit or provide any products or services to any customer, supplier, distributor, licensee, licensor, franchisee or other business relation of the Company or any of its Subsidiaries or Affiliates, or (iv) in any way interfere with the relationship between any customer, supplier, distributor, licensee, licensor, franchisee, or other business relation (including physicians or physician groups doing business with the Company or any of its Subsidiaries or Affiliates) of the Company or any of its Subsidiaries or Affiliates (including, without limited, making any negative or disparaging statements or communications regarding the Company or any of its Subsidiaries or Affiliates)."

All post-employment restricted periods applicable to the Restrictive Covenants will commence as of the Termination Date.

4. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto (except with respect to the Severance and the Restrictive Covenants), shall be governed by and construed in accordance with the laws of the State of Delaware (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply), and any dispute in relation to this Agreement (except with respect to the Severance and the Restrictive Covenants) shall be subject to the exclusive jurisdiction of the Delaware State courts (which will be required to apply Delaware law); provided that all claims relating to the Severance and the Restrictive Covenants will be subject to the choice of law and dispute resolution provisions contained within Sections 17 through 20 of the Employment Agreement. The Executive and the Company irrevocably waive any objections which the Executive or the Company may have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement or the Executive's engagement by, or provision of services to, any Company affiliate in any court in the State of Delaware, and shall further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in any inconvenient forum. The Executive and the Company shall waive any right the Executive or the Company may have to trial by jury in respect of any litigation based on, arising out of, under or in connection with this Agreement or the Executive's engagement by, or provision of services to, any Company affiliate.

5. Tax Matters.

(a) The Company may withhold from any and all amounts payable under this Agreement such federal, state, local or foreign taxes as may be required to be withheld pursuant to any applicable law or regulation.

(b) The intent of the parties is that payments and benefits contemplated under this Agreement that are subject to Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder comply with the requirements thereof, and accordingly, to the maximum extent permitted, this Agreement will be interpreted to be in compliance therewith. The Executive and the Company hereby agree that Executive's termination of employment on the Termination Date will constitute a "separation from service" within the meaning of Internal Revenue Code Section 409A. To the extent this Agreement provides for reimbursements of expenses incurred by the Executive or in-kind benefits the provision of which are not exempt from the requirements of Section 409A, the following terms apply with respect to such reimbursements or benefits: (i) the reimbursement of expenses or provision of in-kind benefits will be made or provided only during the period of time specifically provided herein; (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year will not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (iii) all reimbursements will be made no later than the last day of the calendar year immediately following the calendar year in which the expense was incurred; and (iv) the right to reimbursement or the in-kind benefit will not be subject to liquidation or exchange for another benefit. Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments. In addition, the provisions of the Employment Agreement relating to Internal Revenue Code Section 409A are incorporated into this Agreement with full force and effect.

6. Entire Agreement. Except as otherwise expressly provided herein, this Agreement (including **Exhibit A** attached hereto) constitutes the entire agreement between the Executive and the Company with respect to the subject matter hereof and supersedes any and all prior agreements or understandings between the Executive and the Company with respect to the subject matter hereof, whether written or oral. For the avoidance of doubt, nothing in this Agreement supersedes the Income Tax Receivable Agreement by and among the Company, the Stockholders Representative (as defined in such agreement), the Executive and other parties referred to therein, dated as of September 30, 2015 and amended by that certain Amendment No. 1 to such agreement dated as of May 9, 2017, or the consulting agreement between the parties hereto entered into as of the date of this Agreement. This Agreement will bind the heirs, personal representatives, successors and assigns of the Executive and the Company and inure to the benefit of the Executive, the Company, and the Executive's and its respective heirs, successors and assigns, provided that neither the Executive nor the Company may assign rights or obligations hereunder without the express written consent of the other, except that the Company may assign its rights and obligations hereunder to a successor in interest to all or substantially all of the Company's business, whether by way of merger, acquisition, consolidation or otherwise. This Agreement may be amended or modified only by a written instrument executed by the Executive and the Company. If the Executive should die while any payment or benefit is due to him hereunder, such payment or benefit shall be paid or provided to his spouse (or if she is not alive his estate).

7. Counterparts & Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together any counterparts shall constitute one and the same instrument. Additionally, the parties agree that electronic reproductions of signatures (i.e., scanned PDF versions of original signatures, facsimile transmissions, and the like) shall be treated as original signatures for purposes of execution of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

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

SURGERY PARTNERS, INC.

/s/ Teresa F. Sparks
Name: Teresa F. Sparks
Title: Executive Vice President, Chief Financial Officer

SURGERY PARTNERS, LLC

/s/ Teresa F. Sparks
Name: Teresa F. Sparks
Title: Chief Financial Officer, Executive Vice President

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

Accepted and Agreed:

/s/ Michael T. Doyle
Name: Michael T. Doyle

EXHIBIT A

YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE OF CLAIMS.

Release Agreement

1. In consideration of the payments and benefits (the "Severance Benefits") set forth in Section 2(a) and Section 2(c) of the Termination and Release Agreement dated as of September 7, 2017 by and between by and between Michael T. Doyle (the "Executive") and Surgery Partners, Inc. (the "Company") (the "Separation Agreement") (each of the Executive and the Company, a "Party" and collectively, the "Parties"), the sufficiency of which the Executive acknowledges, the Executive, with the intention of binding himself and his heirs, executors, administrators and assigns, does hereby release, remise, acquit and forever discharge the Company and each of its subsidiaries and affiliates (the "Company Affiliated Group"), their present and former officers, directors, executives, shareholders, agents, attorneys, employees and employee benefit plans (and the fiduciaries thereof), and the successors, predecessors and assigns of each of the foregoing (collectively, the "Company Released Parties"), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys' fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known or unknown, suspected or unsuspected, which the Executive, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, arising on or prior to the date hereof, against any Company Released Party, including without limitation any claim that arises out of, or relates to, (i) Employment Agreement, dated September 17, 2015 by and between Executive and the Company (the "Employment Agreement"), the Executive's employment with the Company or any of its subsidiaries and affiliates, or any termination of such employment, (ii) for severance or vacation benefits, unpaid wages, salary or incentive payments, (iii) breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort, (iv) any violation of applicable state and local labor and employment laws (including, without limitation, all laws concerning unlawful and unfair labor and employment practices) and/or (v) for employment discrimination under any applicable federal, state or local statute, provision, order or regulation, and including, without limitation, any claim under Title VII of the Civil Rights Act of 1964 ("Title VII"), the Civil Rights Act of 1988, the Fair Labor Standards Act, the Americans with Disabilities Act ("ADA"), the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Age Discrimination in Employment Act ("ADEA"), and any similar or analogous state statute, excepting only:

A. rights of the Executive to the Severance Benefits and any other payments, benefits or entitlements under the Separation Agreement;

B. the right of the Executive to receive COBRA continuation coverage in accordance with applicable law;

C. claims for benefits under any health, disability, retirement, deferred compensation, life insurance or other similar employee benefit plan (within the meaning of Section 3(3) of ERISA) of the Company Affiliated Group;

D. rights to indemnification the Executive has or may have under an agreement with any member of the Company Affiliated Group (including pursuant to Section 22 of the Employment Agreement), the by-laws or certificate of incorporation of any member of the Company Affiliated Group or as an insured under any director's and officer's liability insurance policy now or previously in force; and

E. any rights he has pursuant to the Income Tax Receivable Agreement by and among the Company, the Stockholders Representative (as defined in such agreement), the Executive and other parties referred to therein, dated as of September 30, 2015 and amended by that certain Amendment No. 1 to such agreement dated as of May 9, 2017 (the "ITRA") and any agreement the Executive has or will enter into in connection with the ITRA (provided that the Executive is agreeing to waive as of the date of this Release any fiduciary claims as a shareholder he may have against the Company Affiliated Group as of this date he signs this Release).

(a) In addition, nothing in this Release prevents Executive from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Securities and Exchange Commission, or the Department of Labor, except that Executive hereby waives his right to any monetary benefits in connection with any such claim, charge or proceeding.

(b) For the avoidance of doubt by executing this Release, the Executive is not forfeiting his common stock ownership in the Company.

2. The Company confirms that as of the date it signs this Release that the board of directors of the Company is not aware of any claims any member of the Company Affiliated Group has or may have against the Executive.

3. The Executive acknowledges and agrees that this Release is not to be construed in any way as an admission of any liability whatsoever by any Company Released Party, any such liability being expressly denied. The Company acknowledges and agrees that this Release is not to be construed in any way as an admission of any liability whatsoever by the Executive, any such liability being expressly denied.

4. This Release applies to any relief no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages, damages for pain or suffering, costs, and attorneys' fees and expenses, but does not apply to the claims not released by the Executive in Section 1 above.

5. The Executive specifically acknowledges that his acceptance of the terms of this Release is, among other things, a specific waiver of his rights, claims and causes of action under Title VII, ADEA, ADA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything contained herein purport, to be a waiver of any right or claim or cause of action which by law the Executive is not permitted to waive.

6. As to rights, claims and causes of action arising under ADEA, the Executive acknowledges that he been given a period of twenty-one (21) days to consider whether to execute this Release. If the Executive accepts the terms hereof and executes this Release, he may thereafter, for a period of seven (7) days following (and not including) the date of execution, revoke this Release as it relates to the release of claims arising under ADEA. If no such revocation occurs, this Release shall become irrevocable in its entirety, and binding and enforceable against the Executive, on the day next following the day on which the foregoing seven-day period has elapsed. If such a revocation occurs, the Separation Agreement shall terminate and be of no further force and effect, and the Executive shall irrevocably forfeit any right to payment of the Severance Benefits (other than the payment of accrued base salary and $1,000 as consideration for the rights, claims and causes of actions that continue to be waived hereunder) or any other cash severance, benefits continuation or other post-termination benefits pursuant to the Employment Agreement, but the remainder of the Employment Agreement shall continue in full force.

7. Other than as to rights, claims and causes of action arising under ADEA, this Release shall be immediately effective upon execution by the Executive.

8. The Executive acknowledges and agrees that he has not, with respect to any transaction or state of facts existing prior to the date hereof, filed any complaints, charges or lawsuits against any Company Released Party with any governmental agency, court or tribunal.

9. The Executive acknowledges that he has been advised to seek, and has had the opportunity to seek, the advice and assistance of an attorney with regard to this Release, and has been given a sufficient period within which to consider this Release.

10. The Executive acknowledges that this Release relates only to claims that exist as of the date of this Release.

11. The Executive acknowledges that the Severance Benefits he is receiving in connection with this Release and his obligations under this Release are in addition to anything of value to which the Executive is entitled from the Company.

12. Each provision hereof is severable from this Release, and if one or more provisions hereof are declared invalid, the remaining provisions shall nevertheless remain in full force and effect. If any provision of this Release is so broad, in scope, or duration or otherwise, as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

13. This Release constitutes the complete agreement of the Parties in respect of the subject matter hereof and shall supersede all prior agreements in effect as of the date of this Release between the Parties in respect of the subject matter hereof except to the extent set forth herein. For the avoidance of doubt, this Release does not supersede the Separation Agreement, any consulting agreement entered into between the Executive and the Company with respect to services to be performed following the Executive's termination date, the ITRA or any agreements entered into in connection with the ITRA.

14. The failure to enforce at any time any of the provisions of this Release or to require at any time performance by another party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect the validity of this Release, or any part hereof, or the right of any party thereafter to enforce each and every such provision in accordance with the terms of this Release.

15. This Release may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile shall be deemed effective for all purposes.

16. This Release shall be binding upon any and all successors and assigns of the Executive and the Company.

17. Except for issues or matters as to which federal law is applicable, this Release shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the conflicts of law principles thereof.

IN WITNESS WHEREOF, the Company has executed this Release as of the date written below.

SURGERY PARTNERS, INC.

/s/ Teresa F. Sparks
Name: Teresa F. Sparks
Title: Executive Vice President, Chief Financial Officer
Date: September 7, 2017

IN WITNESS WHEREOF, the Executive has executed this Release as of the date written below.

Accepted and Agreed:

/s/ Michael T. Doyle
Name: Michael T. Doyle
Date: September 7, 2017

Signature Page to Release Agreement

Exhibit 10.3

Execution Version

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is made effective as of the 7th day of September, 2017 (the "Commencement Date"), by and between Surgery Partners, Inc. (the "Company"), and Michael T. Doyle (the "Consultant").

WITNESSETH:

WHEREAS, the Company and the Consultant are parties to that certain Termination and Release Agreement, dated as of September 7, 2017 (the "Termination Agreement");

WHEREAS, the Company would like to retain the Consultant to provide the transition services set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants agreements herein contained, the Company and the Consultant hereby agree as follows:

1. Duties of Consultant.

(a) Scope of Services. Commencing as of the Commencement Date, the Consultant shall provide the following services (collectively, the "Services) to the Company and its direct and indirect subsidiaries: (i) facilitate the integration of the Company and its subsidiaries and NSH Holdco, Inc. and its subsidiaries in connection with the consummation of the transactions contemplated by that certain Agreement and Plan of Merger, dated as of May 9, 2017, by and among Surgery Partners, Inc., a Delaware corporation, SP Merger Sub, Inc., a Delaware corporation, NSH Holdco, Inc., a Delaware corporation, and IPC / NSH, L.P., a Delaware limited partnership, solely in its capacity as the sellers' representative, (ii) support the Company and provide transition services to facilitate a smooth transition of the Consultant's former job responsibilities to his successor, and (iii) such other services reasonably requested by the Reporting Person (as defined below). In connection therewith, the Consultant shall make himself reasonably available (by telephone or in the Company's Tampa office) to consult with the Reporting Person. In addition, the Consultant shall make himself available to travel on the Company's business if reasonably requested by the Reporting Person and any travel expenses associated therewith shall be reimbursed to the extent provided by Section 2(c); provided that if the expense reimbursement cap is likely to be exceeded during the Term of this Agreement, the Consultant shall not be required to travel on the Company's business unless the Company agrees in writing to reimburse him his travel costs. The parties hereto agree that the level of bona fide services that the Consultant is to perform for the Company and its subsidiaries during the Consulting Period will not exceed more than 20% of the average level of bona fide services that the Consultant performed for the Company and its subsidiaries over the immediately preceding 36-month period (or, if less, since the date the Consultant commenced employment with the Company).

(b) Company's Direction. The Consultant shall report directly to the Company's Board of Directors (the "Board") and the Chief Executive Officer of the Company (as applicable, the "Reporting Person"). The Consultant agrees to perform the Services in a proper and expeditious manner and in accordance with the reasonable requests and instructions of the Reporting Person.

2. Term; Compensation.

(a) Term. This Agreement shall continue for six (6) months following the effective date of the Termination Date (as defined in the Termination Agreement). In the event that the Consultant does not execute, or revokes, the general waiver and release attached to the Termination Agreement as Exhibit A in accordance with Section 2(b) of the Termination Agreement, this Agreement shall be void ab initio and of no force and effect and terminate immediately.

(b) Consulting Fee. For and in consideration of the performance and provision of the Services by the Consultant, the Company will pay the Consultant an aggregate consulting fee of $275,000 (the "Consulting Fee"), paid in equal monthly installments in arrears (but pro-rated for partial months during the consulting term).

(c) Expense Reimbursement. In addition to the compensation set forth in Section 2(b), above, the Company shall reimburse the Consultant the cost of his reasonable, out-of-pocket expenses actually incurred during and in performing the Services; provided that the Consultant shall properly account for such expenses in accordance with the Company's applicable policies and procedures; provided, further, that such expenses shall not exceed $25,000. Such reimbursements shall be made promptly after submission by the Consultant of reasonable and appropriate documentation in accordance with the policies and procedures established by the Company for its consultants.

3. Independent Contractor. It is hereby understood and agreed by the Company and the Consultant that the Consultant's rendering of the Services pursuant to this Agreement is as an independent contractor and not as a director, stockholder, officer, employee or partner of the Company, and that the Consultant's retention as a consultant pursuant to this Agreement shall not entitle him to any benefits as an employee of the Company under any benefit plan maintained by the Company or any of its subsidiaries or affiliates for its or their respective employees. It is further hereby understood and agreed by the Company and the Consultant that, as an independent contractor, the Consultant shall be responsible for complying with all applicable laws, rules and regulations concerning taxes, social security contributions, pension fund contributions, unemployment contributions and similar matters. The Consultant hereby acknowledges and agrees that he shall have no right or authority to enter into any agreements or other arrangements in the name or on behalf of the Company, or to assume or create any obligation or liability, express or implied, in the name or on behalf of the Company.

4. Termination. The Company may terminate this Agreement in the event Consultant repeatedly fails to perform the Services reasonably requested by the Reporting Person and, after the 1st month anniversary of the Commencement Date, the Consultant may terminate this Agreement upon two (2) weeks' advance written notice to the Company. In the event of such termination, the Company shall pay the Consultant any amounts unpaid as of the date of such termination for Services rendered prior to termination of this Agreement in accordance with the terms hereof and, pursuant to Section 2(c), reasonable, out-of-pocket expenses incurred by the Consultant up to and including the date of termination.

5. **Restrictive Covenants.** The Consultant hereby (i) reaffirms the rights and obligations contained within Sections 5 through 8 of that certain Employment Agreement, dated September 17, 2015, by and between the Company and the Consultant, as modified by Section 3 of the Termination Agreement. The Company acknowledges and agrees that the Consultant's services hereunder are non-exclusive and, as such, as long as the Consultant complies with Section 7(a) of the Termination Agreement he is free to provide services to any other person or entity during the Term.

6. **Governing Law**. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by and enforced under the laws of the State of Delaware (without giving effect to its conflict of laws principles or those of any other jurisdiction).

7. **Entire Agreement**. This Agreement (and the agreements referenced herein) set forth the entire understanding between the parties hereto regarding the subject matter hereof. This Agreement may not be waived, modified or amended except by the mutual written agreement of the parties hereto.

[*remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Company and the Consultant have hereunto set their hands under seal as of the date first above written.

SURGERY PARTNERS, INC.	**CONSULTANT**
By: /s/ Teresa F. Sparks	/s/ Michael T. Doyle
Teresa F. Sparks	Michael T. Doyle
Its: Executive Vice President, Chief Financial Officer	

Exhibit 10.4

Execution Version

TRA Waiver and Assignment Agreement

This TRA waiver and assignment agreement (this "Agreement"), dated as of September 8, 2017, is hereby entered into by and among Surgery Partners, Inc., a Delaware corporation (the "Corporation"), and Michael T. Doyle, the Makayla Doyle 2012 Irrevocable Trust under agreement dated July 20, 2012, the Michael Doyle 2012 Irrevocable Trust under agreement dated July 20, 2012 and the Mason Doyle 2012 Irrevocable Trust under agreement dated July 20, 2012 (each, a "Doyle Party" and, collectively, the "Doyle Parties"). Reference is hereby made to that certain Income Tax Receivable Agreement, by and among the Corporation, the Stockholders Representative, the Doyle Parties and the other parties referred to therein, dated as of September 30, 2015 and amended by that certain Amendment No. 1 to Income Tax Receivable Agreement dated as of May 9, 2017 (as amended or otherwise modified, the "Tax Receivable Agreement"). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Tax Receivable Agreement. In consideration of the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Corporation hereby agrees to pay to each Doyle Party the amount set forth opposite such Doyle Party's name below, in each case, on or before the date which is ten (10) days after the date of this Agreement, by wire transfer of immediately available funds to such account or accounts as may be designated in writing by such Doyle Party no later than two (2) Business Days prior to such date:

Doyle Party		Amount
Michael T. Doyle	$	4,910,686.10
Makayla Doyle 2012 Irrevocable Trust under agreement dated July 20, 2012	$	75,630.76
Michael Doyle 2012 Irrevocable Trust under agreement dated July 20, 2012	$	75,630.76
Mason Doyle 2012 Irrevocable Trust under agreement dated July 20, 2012	$	75,630.76

2. In consideration for the payments payable by the Corporation to the Doyle Parties pursuant to Section 1 of this Agreement, each of the Doyle Parties hereby agrees to assign and transfer to the Corporation, and otherwise hereby waives, fifty percent (50%) of such Doyle Party's right, title and interest in and to any ITR Payment payable pursuant to the Tax Receivable Agreement. The Corporation hereby accepts such assignment and transfer and hereby agrees to hold such right, title and interest in accordance with and subject to the terms of the Tax Receivable Agreement and accordingly to be bound by the terms thereof to the extent applicable to such right, title and interest. The Corporation hereby acknowledges that any and all requirements under Section 7.06(a) of the Tax Receivable Agreement with respect to such assignment and transfer are hereby satisfied. For the avoidance of doubt, pursuant to and in accordance with this Section 2, with respect to each ITR Payment payable after the date of this Agreement, each of the Doyle Parties will only be entitled to receive fifty percent (50%) of its share of such ITR Payment and the Corporation shall be entitled to receive or retain the other fifty percent (50%) of such Doyle Party's share of such ITR Payment.

3. The Corporation shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Corporation is required to deduct and withhold with respect to the making of such payment under the Code, or any applicable provision of state or local or foreign Tax law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporation, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to you.

4. The amount of all or any portion of any payment payable by the Corporation to the Doyle Parties pursuant to Section 1 of this Agreement not made to the Doyle Parties when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such payment was due and payable. Notwithstanding anything in this Agreement to the contrary, it shall not be a breach of this Agreement if the Corporation fails to make or cause to be made any payment payable by the Corporation to the Doyle Parties pursuant to Section 1 of this Agreement when due to the extent that the Corporation determines in good faith that the Corporation has insufficient funds (taking into account funds of its wholly-owned Subsidiaries that are permitted to be distributed or loaned to the Corporation pursuant to the terms of any applicable credit agreements or other documents evidencing indebtedness (each as reasonably interpreted by the Corporation), but not taking into account funds of its wholly-owned Subsidiaries that are not permitted to be distributed or loaned pursuant to the terms of such agreements or documents and not taking into account funds reasonably reserved for reasonably expected liabilities or expenses) to make such payment; provided that the interest provisions of the previous sentence shall apply to such late payment (unless the Corporation determines in good faith that (x) the Corporation does not have sufficient cash to make such payment as a result of limitations imposed by credit agreements or any other documents evidencing indebtedness to which the Corporation or its wholly-owned Subsidiaries is a party, guarantor or otherwise an obligor as of the date of this Agreement (the "Initial Debt Documents") or any other document evidencing indebtedness to which the Corporation or its wholly-owned Subsidiaries becomes a party, guarantor or otherwise an obligor thereafter to the extent the terms of such other documents are not materially more restrictive in respect of the Corporation's ability to receive from its direct or indirect Subsidiaries funds sufficient to make such payments compared to the terms of the Initial Debt Documents, as determined by the Corporation in good faith (any such document, collectively with the Initial Debt Documents, the "Permitted Debt Documents"), or (y) such payments could (I) be set aside as fraudulent transfers or conveyances or similar actions under fraudulent transfer laws or (II) could cause the Corporation and/or its wholly-owned Subsidiaries to be undercapitalized, in which case the interest provisions of the previous sentence shall apply, but the Default Rate shall be replaced by the Agreed Rate). The Corporation represents to the Doyle Parties that it has sufficient funds to make the payments pursuant to Section 1, there are no limitations pursuant to any agreements, including any credit agreements or other documents evidencing indebtedness, which would prevent the Corporation from making such payments, and the making of the payments under Section 1 will not result in it and/or its wholly-owned Subsidiaries being undercapitalized or result in the payment potentially being set aside as a fraudulent transfer or conveyance under fraudulent transfer laws.

5. Sections 1.02, 7.02, 7.03, 7.04 and 7.05 of the Tax Receivable Agreement are hereby incorporated by reference into this Agreement and shall apply as if fully set forth herein *mutatis mutandis*. No Doyle Party may assign any of its rights and obligations under this Agreement without the prior written consent of the Corporation. No provision of this Agreement may be amended unless such amendment is approved in writing by the Corporation and each Doyle Party. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party against whom the waiver is to be effective. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, permitted assigns, heirs, executors, administrators and legal representatives.

6. All notices, requests, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, by electronic mail (delivery receipt requested) or by certified or registered mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be as specified in a notice given in accordance with this Section 6):

If to the Corporation, to:

Surgery Partners, Inc.
40 Burton Hills Boulevard
Suite 500
Nashville, Tennessee 37215
Fax: (615) 234-5998
Attention: General Counsel
Email: jbaldock@surgerypartners.com

with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Carl Marcellino
Facsimile: (646) 728-1523
Email: Carl.Marcellino@ropesgray.com

If to the Doyle Parties, to:

[Name of Doyle Party]
[***]
[***]

7. Any and all disputes which cannot be settled amicably between the Corporation and any Doyle Party, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or non-performance of this Agreement (including the validity, scope and enforceability of this arbitration provision) shall be finally settled by arbitration conducted by a single arbitrator in accordance with the then existing Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be New York, New York. The parties shall jointly select a single arbitrator who shall have the authority to hold hearings and to render a decision in accordance with the then existing Rules of Arbitration of the International Chamber of Commerce. If the Corporation and such Doyle Party fail to agree on the selection of an arbitrator within thirty (30) calendar days of the receipt of the request for arbitration, the arbitrator shall be selected by the International Chamber of Commerce. The arbitrator shall be a lawyer. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq., and judgment on the award may be entered by any court having jurisdiction thereof. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings. Notwithstanding the foregoing, either the Corporation or such Doyle Party may bring an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for such purposes, Section 7.07(c) of the Tax Receivable Agreement is hereby incorporated by reference into this Agreement and shall apply to any such action or proceeding as if fully set forth herein *mutatis mutandis*.

[Signature pages follow]

IN WITNESS WHEREOF, the Corporation and each Doyle Party have duly executed this Agreement as of the date first written above.

SURGERY PARTNERS, INC.

By: /s/ Teresa F. Sparks
Name: Teresa F. Sparks
Title: Executive Vice President, Chief Financial Officer

[Signature Page to TRA Waiver and Assignment Agreement]

/s/ Michael T. Doyle
Michael T. Doyle

THE MAKAYLA DOYLE 2012 IRREVOCABLE TRUST UNDER AGREEMENT DATED JULY 20, 2012

By: /s/ Myra Fernandez Doyle
Name: Myra Fernandez Doyle
Title: Trustee

THE MICHAEL DOYLE 2012 IRREVOCABLE TRUST UNDER AGREEMENT DATED JULY 20, 2012

By: /s/ Myra Fernandez Doyle
Name: Myra Fernandez Doyle
Title: Trustee

THE MASON DOYLE 2012 IRREVOCABLE TRUST UNDER AGREEMENT DATED JULY 20, 2012

By: /s/ Myra Fernandez Doyle
Name: Myra Fernandez Doyle
Title: Trustee

Exhibit 10.5

Name:	
Target Number of Leveraged Performance Units:	
Date of Grant:	
Performance Period End Date:	

SURGERY PARTNERS, INC.
2015 OMNIBUS INCENTIVE PLAN

LEVERAGED PERFORMANCE UNIT AWARD AGREEMENT

This agreement (the "Agreement") evidences a grant of Leveraged Performance Units ("LPUs") by Surgery Partners, Inc. (the "Company") to the undersigned (the "Grantee") pursuant to and subject to the terms of the Surgery Partners, Inc. 2015 Omnibus Incentive Plan (as amended from time to time, the "Plan").

1. Grant of Leveraged Performance Units. The Company grants to the Grantee on the date set forth above (the "Date of Grant") a performance award (the "Award") consisting of the target number of LPUs set forth above (the "Target Award"). Each LPU represents the conditional right to receive, without payment but subject to the conditions and limitations set forth in this Agreement and in the Plan, one Share, subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof; provided, however, that the number of LPUs subject to the Award (and the corresponding Shares) shall be subject to increase or decrease depending upon achievement of the performance objectives set forth in Exhibit A. Such Award shall be a Performance Award as described in the Plan.

2. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

3. Earned Shares.

(a) Generally. Except as otherwise provided in this Section 3, the percentage of the Target Award that may be earned by the Grantee will be determined as of the Performance Period End Date in accordance with the performance objectives set forth on Exhibit A (the "Performance Objectives"), subject to the Administrator certifying, in its sole discretion, the achievement of the applicable performance goals. The Shares that become earned in accordance with this Section 3 are known as "Earned Shares." Earned Shares shall be subject to the vesting and forfeiture provisions set forth in this Agreement.

(b) Effects of Certain Terminations of Employment During Performance Period. If the Grantee's Employment is terminated for any reason other than as set forth in this Section 3(b) or Section 3(c) below, then the Award will immediately and automatically terminate and be forfeited upon such termination of Employment with no consideration due to the Grantee.

i) If, prior to the Performance Period End Date, the Grantee's Employment is terminated due to death or Disability, then the Administrator shall determine the extent to which the Performance Objectives have been met as of the date of such termination of Employment (treating such termination date as the Performance Period End Date solely for purposes of determining the extent to which the Performance Objectives have been satisfied as of such date), and shall determine the number of Earned Shares, if any; it being understood that if the Administrator determines that 0% of the Target Award has been earned, the entire Award shall terminate automatically and immediately. The number of Earned Shares, if any, will be prorated by multiplying (i) the Earned Shares by (ii) a quotient, the numerator of which is the number of days elapsed between the Date of Grant and the Performance Period End Date and the denominator of which is the number of days in the Performance Period. The Earned Shares received by the Grantee pursuant to this Section 3(b)(i), if any, shall be delivered in accordance with Section 4 and, for the avoidance of doubt, shall not be subject to the vesting conditions set forth in Section 5.

ii) If, prior to the Performance Period End Date, the Grantee's Employment is terminated by the Company without Cause or the Grantee resigns for Good Reason, then the Award shall not automatically terminate and be forfeited upon such termination of Employment but shall instead remain outstanding and eligible to become Earned Shares in accordance with the terms of Exhibit A; it being understood that if the Administrator determines that 0% of the Target Award has been earned, the entire Award shall terminate automatically and immediately. The number of Earned Shares, if any, will be prorated based on the number of days that have elapsed in the Performance Period from the first day of the Performance Period to the date of such termination of Employment. The Earned Shares received by the Grantee pursuant to this Section 3(b)(ii), if any, shall be delivered in accordance with Section 4 and, for the avoidance of doubt, shall not be subject to the vesting conditions set forth in Section 5.

(c) Effect of a Change in Control During Performance Period. If, prior to the Performance Period End Date, a Change in Control occurs, to the extent the LPUs are outstanding immediately prior to such Change in Control, the Administrator shall determine the extent to which the Performance Objectives have been met as of the date such Change of Control is consummated, treating the date of such Change of Control as the Performance Period End Date (solely for purposes of determining the extent to which the Performance Objectives have been met as of such date) and shall determine the number of Earned Shares. The number of Earned Shares shall equal the greater of (i) 100% of the number of LPUs subject to the Target Award, or (ii) such higher amount as may be determined based on actual satisfaction of the Performance Objectives set forth on Exhibit A. The Earned Shares delivered under this Section 3(c) shall continue to vest based solely on time and shall vest in accordance with Section 5, subject to Grantee's continuous employment through the applicable vesting date (except as otherwise provided herein).

4. Delivery of Earned Shares. The Company shall, within fifteen (15) days following the date on which a determination by the Administrator as to the number of LPUs that have become Earned Shares, effect delivery of such Earned Shares to the Grantee (or, in the event of the Grantee's death, to the Beneficiary). No Shares will be issued pursuant to this Agreement unless and until all legal requirements applicable to the issuance or transfer of such Shares have been complied with to the satisfaction of the Administrator.

5. Vesting of Earned Shares. Unless earlier terminated, expired or forfeited, and subject to the Grantee remaining in continuous Employment through the applicable vesting dates set forth below, the Earned Shares shall vest as follows:

(a) One third (1/3) of the total number of Earned Shares (rounded down to the nearest whole Share) shall vest on [•];

(b) One third (1/3) of the total number of Earned Shares (rounded down to the nearest whole Share) shall vest on [•]; and

(c) The remainder of the Earned Shares shall vest on [•].

6. Effects of Certain Terminations of Employment on Earned Shares. Subject to Section 5 above, and except as otherwise provided in this Section 6, upon termination of the Grantee's Employment for any reason, any Earned Shares that are then outstanding and not yet vested will immediately be forfeited. Notwithstanding anything contained herein to the contrary:

(a) Upon termination of the Grantee's Employment by the Company without Cause or by the Grantee for Good Reason, any Earned Shares that are then outstanding and not yet vested will continue to vest on the applicable vesting dates set forth in Section 5. Notwithstanding anything contained in Section 9(c) herein to the contrary, the Company shall vest and retain a number of Earned Shares necessary to satisfy the minimum amount required to be withheld with respect to U.S. federal, state, local and non-U.S. taxes that become due in respect of the Earned Shares in connection with the Grantee's termination of Employment under this Section 6(a), and the number of Earned Shares held by such Grantee will be reduced by such number.

(b) Notwithstanding anything contained in this Section 6 to the contrary, upon termination of the Grantee's Employment (1) by reason of the Grantee's death or Disability, or (2) by the Company without Cause, or by the Grantee for Good Reason, in either case within ninety (90) days prior to or eighteen (18) months following a Change in Control, any Earned Shares that are then outstanding and not yet vested will automatically, and without any action on the part of the Grantee, become vested.

7. Dividends; Other Rights.

(a) The Award shall not be interpreted to bestow upon the Grantee any equity interest or ownership in the Company or any Affiliate prior to the date on which the Company delivers Shares to the Grantee (such date, the "Delivery Date"). The Grantee is not entitled to vote any Shares by reason of the granting of the Award or to receive or be credited with any dividends declared and payable on any Share prior to the Delivery Date. The Grantee shall have the rights of a shareholder only as to those Shares, if any, that are actually delivered under this Award. The delivery of Shares subject to the Award that have been earned based on achievement of Performance Objectives is described in Exhibit A.

(b) The Grantee shall be entitled to receive any and all dividends or other distributions paid with respect to those Shares of which the Grantee is the record owner on the record date for such dividend or other distribution; provided, however, that any property or cash (including, without limitation, any regular cash dividends) distributed with respect to a Share (the "associated share") acquired hereunder, including without limitation a distribution of Stock by reason of a stock dividend, stock split or otherwise, or a distribution of other securities with respect to an associated share, shall be subject to the restrictions of this Agreement in the same manner and for so long as the associated share remains subject to such restrictions, and shall be promptly forfeited if and when the associated share is so forfeited; and further provided, that the Administrator may require that any cash distribution with respect to the Shares be placed in escrow or otherwise made subject to such restrictions as the Administrator deems appropriate to carry out the intent of the Plan. Any cash amounts that would otherwise have been paid with respect to an associated share shall be accumulated and paid to the Grantee, without interest, only upon, or within thirty (30) days following, the date on which such associated share vests hereunder (the "Vesting Date") and any other property distributable with respect to such associated share shall also vest on the Vesting Date. References in this Agreement to the Shares shall refer, mutatis mutandis, to any such restricted rights to cash or restricted property described in this Section 7.

8. Recovery of Compensation.

(a) The Administrator may cancel, rescind, withhold or otherwise limit or restrict the Award at any time if the Grantee is not in compliance with all applicable provisions of this Agreement and the Plan.

(b) This Award is subject to Section 6(a)(5) of the Plan. By accepting the Award, the Grantee expressly acknowledges and agrees that in addition to the vesting and forfeiture provisions set forth in Exhibit A hereto, the Award (whether or not vested) is subject to forfeiture, and the Grantee and any permitted transferee will be obligated to return to the Company the value received with respect to the Award (including any gain realized on a subsequent sale or disposition of Shares) (i) upon or in connection with a breach by the Grantee of a non-competition, non-solicitation, confidentiality or similar covenant or agreement with the Company or its subsidiaries, (ii) in accordance with any clawback or similar policy maintained by the Company, as such policy may be amended and in effect from time to time, or (iii) as otherwise required by law or applicable stock exchange listing standards, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act.

(c) The Grantee hereby (i) appoints the Company as the attorney-in-fact of the undersigned to take such actions as may be necessary or appropriate to effectuate a transfer of the record ownership of any Shares that are unvested and forfeited hereunder, (ii) agrees to deliver to the Company, as a precondition to the issuance of any certificate or certificates with respect to unvested Shares hereunder, one or more stock powers, endorsed in blank, with respect to such Shares, and (iii) agrees to sign such other powers and take such other actions as the Company may reasonably request to accomplish the transfer or forfeiture of any unvested Shares that are forfeited hereunder.

9. Certain Tax Matters.

(a) The Grantee expressly acknowledges that, prior the Delivery Date, it is not possible to make a so-called "83(b) election" with respect to the Award because, prior to such time, the Award consists solely of an unfunded and unsecured promise by the Company to deliver Shares in the future, subject to the terms hereof.

(b) The Grantee has been advised to confer promptly with a professional tax advisor to consider whether the Grantee should make a so-called "83(b) election" with respect to the Earned Shares following the Delivery Date. Any such election, to be effective, must be made in accordance with applicable regulations and within thirty (30) days following the Delivery Date, and the Grantee must provide the Company with a copy of the 83(b) election prior to filing. The Company has made no recommendation to the Grantee with respect to the advisability of making such an election.

(c) By accepting this Award, the Grantee expressly acknowledges and agrees that the Grantee's rights hereunder, including the right to be issued Shares upon the vesting or settlement of the Award (or any portion thereof), are subject to the Grantee's promptly paying, or in respect of any later requirement of withholding being liable promptly to pay at such time as such withholding is due, to the Company in cash (or by such other means as may be acceptable to the Administrator in its discretion (including through the Company's withholding of Shares, but not in excess of the minimum withholding required by law or such higher amount as determined by the Administrator to be consistent with treating the Award as an equity award for accounting purposes)), all amounts required to be withheld with respect to U.S. federal, state, local and non-U.S. taxes. No Shares will be required to be transferred pursuant to the vesting and settlement of the Award (or any portion thereof) unless and until the Grantee or the person then holding the Award has remitted to the Company an amount in cash sufficient to satisfy any U.S. federal, state, local and non-U.S. requirements with respect to tax withholdings then due and has committed (and by holding this Award the Grantee shall be deemed to have committed) to pay in cash all tax withholdings required at any later time in respect of the transfer of such Shares, or has made other arrangements satisfactory to the Administrator with respect to such taxes. The Grantee also authorizes the Company and its subsidiaries to withhold such amounts from any amounts otherwise owed to the Grantee, but nothing in this sentence shall be construed as relieving the Grantee of any liability for satisfying his or her obligations under the preceding provisions of this Section 9(c).

10. Section 162(m). The Award is intended to qualify as exempt performance-based compensation under Section 162(m).

11. Section 409A. The Award shall be construed and administered, such that the Award either (i) qualifies for an exemption from the requirements of Section 409A or (ii) satisfies such requirements.

12. Nontransferability. The Award may not be transferred except as expressly permitted under Section 6(a)(3) of the Plan.

13. Effect on Employment or Service Rights. Neither the grant of the Award, nor the delivery of Shares under the Award in accordance with the terms of the Agreement, shall give any right to be retained as an employee of, or other service provider to, the Company or any of its Affiliates, affect the right of the Company or any of its Affiliates to discharge or discipline the Grantee at any time, or affect any right of the Grantee to terminate his or her Employment at any time.

14. Amendments. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing.

15. Governing Law. This Agreement and all claims or disputes arising out of, or relating to, this Agreement will be governed by and construed in accordance with the domestic substantive laws of the State of Tennessee without giving effect to any choice- or conflict-of-laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

16. Provisions of the Plan. This Agreement is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Date of Grant has been furnished or made available to the Grantee. By accepting this Agreement, the Grantee agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall control.

17. Definitions. Initially capitalized terms not otherwise defined herein shall have the meanings provided in the Plan, and, as used herein, the following terms shall have the meanings set forth below:

"Beneficiary": In the event of the Grantee's death, the beneficiary named in the written designation (in form acceptable to the Administrator) most recently filed with the Administrator by the Grantee prior to the Grantee's death and not subsequently revoked, or, if there is no such designated beneficiary the Grantee's estate. An effective beneficiary designation will be treated as having been revoked only upon receipt by the Administrator, prior to the Grantee's death, of an instrument of revocation in form acceptable to the Administrator.

"Change in Control": The consummation, following the date of this Agreement, of (i) a sale or transfer (other than by way of merger or consolidation), of all or substantially all of the Company's assets to any Person, (ii) any merger, consolidation or other business combination transaction of the Company with or into another corporation, entity or Person, other than a transaction in which the holders of at least a majority of the shares of voting capital stock of the Company outstanding immediately prior to such transaction continue to hold (either by such shares remaining outstanding or by their being converted into shares of voting capital stock of the surviving entity) a majority of the total voting power represented by the shares of voting capital stock of the Company (or the surviving entity) outstanding immediately after such transaction, or (iii) the direct or indirect acquisition (including by way of a tender or exchange offer) by any Person, or Persons acting as a group, of beneficial ownership or a right to acquire beneficial ownership of shares representing more than 50% of the total voting power of the then-outstanding shares of capital stock of the Company; it being understood that the consummation of the transactions contemplated by the Stock Purchase Agreement, by and between certain selling entities, BCPE Seminole Holdings LP and the Company, dated May 9, 2017, the Securities Purchase Agreement, by and between BCPE Seminole Holdings LP and the Company, dated May 9, 2017 (collectively, the "Purchase Agreements), or any other transaction determined by the Board in its sole discretion to be similar to the transactions contemplated by the Purchase Agreements shall not constitute a "Change in Control" hereunder.

"Good Reason": If the Grantee is party to an employment or similar agreement that contains a definition of "Good Reason," the definition set forth in such agreement will apply with respect to such Grantee hereunder. If the Grantee is not party to such an agreement, "Good Reason" will mean (i) a requirement that the Grantee relocate to a location more than fifty (50) miles from the location where the Grantee is then providing services, (ii) a material reduction in Grantee's base salary, unless a similar reduction is made across the board to similarly situated employees; or (iii) a material breach of any written agreement between the Company and the Grantee; provided, in each case, that the Grantee shall have given notice of such event or condition within a period not to exceed thirty (30) days of the initial existence of such event or condition and the Company shall not have remedied such event or condition within thirty (30) days after receipt of such notice.

"Person": An individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust or any other entity or organization, other than the Company or any Affiliate.

18. General. For purposes of the Award and any determinations to be made by the Administrator hereunder, the determinations by the Administrator shall be binding upon the Grantee and any other person claiming rights to the Award.

[*The remainder of this page is intentionally left blank*]

By acceptance of the Award, the Grantee agrees to be subject to the terms of the Plan. The Grantee further acknowledges and agrees that (i) the signature to this Agreement on behalf of the Company is an electronic signature that will be treated as an original signature for all purposes hereunder and (ii) such electronic signature will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Grantee.

Executed as of the day of , 2017.

Company:

SURGERY PARTNERS, INC.

By: _____
Name:
Title:

Grantee:

_____

Address:

_____
_____
_____

Exhibit A
Performance Objectives

[Performance Objectives To Be Inserted]

Exhibit 99.1

Surgery Partners Announces Appointment of Clifford Adlerz as Interim Chief Executive Officer

Veteran healthcare services leader to drive operational excellence and accelerate growth initiatives
Search for permanent CEO underway

NASHVILLE, Tenn., Sept. 7, 2017 — Surgery Partners, Inc. (NASDAQ:SGRY) (the "Company"), a leading healthcare services company, today announced the appointment of Clifford Adlerz as Interim Chief Executive Officer, effective immediately. Mr. Adlerz succeeds Michael Doyle, who is stepping down from his role. Surgery Partners' Board of Directors has launched a search for a permanent Chief Executive Officer.

As part of his appointment, Mr. Adlerz will join the Company's Board of Directors. Mr. Doyle will maintain his position as a Director on the Board.

Chris Gordon, a member of the Board of Directors, stated, "On behalf of the entire Board of Directors and management team of Surgery Partners, I would like to thank Mike for his leadership and many contributions over the past 13 years. His entrepreneurial spirit and drive have been instrumental in successfully building Surgery Partners from just a few Ambulatory Surgery Centers to one of the leading providers of Outpatient Surgical Procedures in the country. We appreciate all he has done to expand this Company, grow our talented employee base, and bring quality care to patients in communities across the United States. We look forward to continuing to drive Surgery Partners' growth together with his continued service on our Board of Directors."

Devin O'Reilly, another member of the Company's Board of Directors, commented, "We are pleased to bring Cliff onto our team at this important point in the Company's history. He brings the ideal mix of executional and operational experience, leadership capabilities, deep understanding of the ASC industry and key relationships to steer us towards the next stage of our evolution and growth. Having worked closely with many of Surgery Partners' current leaders and facility teams during the Company's successful integration with Symbion, Cliff knows the company and our people well. We look forward to working with him as CEO and a member of our Board of Directors to drive and support several important near-term strategic initiatives."

Mr. Adlerz brings over 20 years of operational and executional experience, most recently serving as President of Symbion Healthcare, a large multi-specialty provider of ambulatory surgery centers and hospitals, which was acquired by Surgery Partners in 2014. While at Symbion, Mr. Adlerz oversaw a range of responsibilities including corporate strategy, business development, capital allocation and various cost efficiency initiatives. In addition, Mr. Adlerz served as Division Vice President of HCA, the healthcare facilities operator, as well as Regional Vice President of Midsouth HealthTrust. Mr. Adlerz previously served on the Board of Directors for the National Ambulatory Surgery Center Association and was part of the leadership group for ASC Quality Collaboration.

Mr. Adlerz, said, "I am excited to be joining Surgery Partners at this critical time in its growth trajectory, following the completion of the acquisition of National Surgical Healthcare. I look forward to rolling up my sleeves and steering the Company through this integration while accelerating additional growth opportunities and operational improvements."

The appointment of Mr. Adlerz is coupled with a comprehensive search to hire a permanent Chief Executive Officer for Surgery Partners based in Nashville. This process is being conducted by the Board of Directors in conjunction with Russell Reynolds, a leading global executive search firm. Mr. Adlerz will remain in his role as Chief Executive Officer until a permanent replacement is found.

About Surgery Partners, Inc.

Headquartered in Nashville, Tennessee, Surgery Partners, Inc. is a leading healthcare services company with a differentiated outpatient delivery model focused on providing high quality, cost effective solutions for surgical and related ancillary care in support of both patients and physicians. Founded in 2004, Surgery Partners is one of the largest and fastest growing surgical services businesses in the country, with more than 180 locations in 32 states, including ambulatory surgical facilities, surgical hospitals, a diagnostic laboratory, multi-specialty physician practices and urgent care facilities.

Investors:

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