
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): May 25, 2017

Surgery Partners, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37576
(Commission
File Number)

47-3620923
(IRS Employer
Identification No.)

**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)

Not Applicable
(Former Name or Former Address, If Changed Since Last Report)

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

- 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 1.01. Entry into a Material Definitive Agreement.

Surgery Partners, Inc. (“Surgery Partners” or the “Company”) announced on May 25, 2017 that Surgery Center Holdings, Inc., a Delaware corporation (the “Issuer”), an indirect, wholly-owned subsidiary of the Company, has received the consents necessary to effect certain amendments (the “Amendments”) to certain provisions of the indenture (the “Indenture”) governing its 8.875% Senior Notes due 2021 (the “Notes”). As a result, the Issuer, the guarantors under the Indenture and Wilmington Trust, National Association, as trustee (the “Trustee”), entered into a Third Supplemental Indenture (the “Supplemental Indenture”), which became effective upon the execution thereof by the Issuer and the Trustee, to effect the Amendments. The Amendments will become operative upon payment by the Issuer of the consent consideration in accordance with the terms and conditions of the Issuer’s Consent Solicitation Statement, dated May 18, 2017, to Ipreo LLC, pursuant to the terms of the Supplemental Indenture.

The Amendments (i) amend the Change of Control definition relating to the Notes (as set forth in the Indenture) such that the Issuer is not required to make a Change of Control Offer, as defined in the Indenture, with respect to the Notes in connection with a series of transactions that were announced by the Company on May 10, 2017 (the “Transactions”) and (ii) amend the definition of Sponsor (as defined in the Indenture) to add Bain Capital Private Equity, L.P, its affiliates and certain related parties thereto (collectively, “Bain”) as a Sponsor and, effective immediately following the consummation of the Transactions, remove H.I.G. Capital, LLC, its affiliates and certain related parties thereto as a Sponsor, such that Bain shall thereafter constitute a Permitted Holder (as defined in the Indenture).

The Supplemental Indenture is attached hereto as Exhibit 4.1. The foregoing description of the Supplemental Indenture is qualified in its entirety by reference to the full text of the Supplemental Indenture, which is incorporated herein by reference.

Item 8.01. Other Events.

On May 25, 2017, the Company issued a press release announcing that the Issuer had solicited the requisite consents to close the Consent Solicitation and therefore was able to and did enter into the Supplemental Indenture described above. The press release is attached as Exhibit 99.1 and is incorporated herein by reference.

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, the Company’s expectations regarding certain financial information related to the transactions described in this report, the performance of its business and the 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 the risks identified and discussed from time to time in the Company’s reports filed with the SEC, including the Company’s most recent Annual Report on Form 10-K. 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
4.1	Third Supplemental Indenture, dated as of May 25, 2017, by and among Surgery Center Holdings, Inc., the guarantors listed therein and Wilmington Trust, National Association, as trustee.
99.1	Press Release dated May 25, 2017.

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/ Michael T. Doyle

Michael T. Doyle
Chief Executive Officer

Date: May 26, 2017

EXHIBIT INDEX

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THIRD SUPPLEMENTAL INDENTURE

This THIRD SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of May 25, 2017, by and among SURGERY CENTER HOLDINGS, INC., a Delaware corporation (the “Issuer”), the Guarantors party hereto and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as trustee under the Indenture referred to below (the “Trustee”).

WITNESSETH:

WHEREAS, each of the Issuer, the Guarantors (as defined therein) party thereto and the Trustee have heretofore executed and delivered an Indenture, dated as of March 31, 2016 (as amended, supplemented, waived or otherwise modified, the “Indenture”), providing for the issuance of an aggregate principal amount of \$400,000,000 of 8.875% Senior Notes due 2021 (the “Notes”) of the Issuer;

WHEREAS, the Issuer proposes to amend the Indenture as contemplated by this Supplemental Indenture (such amendments, collectively, the “Amendments”);

WHEREAS, pursuant to Section 9.2 of the Indenture, the Issuer, the Guarantors and the Trustee are authorized to execute and deliver this Supplemental Indenture to amend or supplement the Indenture and the Notes as contemplated by this Supplemental Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes issued under the Indenture;

WHEREAS, the Issuer has obtained the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes, pursuant to the Consent Solicitation Statement, dated as of May 18, 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “Consent Solicitation Statement”), to the Amendments upon the terms and subject to the conditions set forth therein;

Whereas, the Issuer has done all things necessary to make this Supplemental Indenture a valid agreement of the Issuer in accordance with the terms of the Indenture and has satisfied all other conditions required under Section 9.2, 9.6 and 13.4 of the Indenture; and

WHEREAS, pursuant to Section 9.6 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to effect the Amendments, the Issuer agrees with the Trustee as follows:

Article I

DEFINITIONS

SECTION 1.1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as defined in the Indenture, the preamble or the recitals, as the case may be. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

Article II

AMENDMENTS TO THE INDENTURE AND THE NOTES

SECTION 2.1. Operative Time. Upon the execution and delivery of this Supplemental Indenture by the Issuer, the Guarantors and the Trustee, this Supplemental Indenture shall be in full force and effect. The amendments in this Article II shall become operative upon payment by the Issuer of the Consent Consideration (as defined in the Consent Solicitation Statement) to the Information and Tabulation Agent

(as defined in the Consent Solicitation Statement) (the “Operative Time”). Effective as of the Operative Time, automatically and without any further action by any Person, the Supplemental Indenture hereby amends the Indenture and the Notes as provided for in this Article II. The Issuer shall give the Trustee prompt written notice (which may be by electronic mail) of the occurrence of the Operative Time.

SECTION 2.2 Amendments to the Indenture.

(a) Effective as of the Operative Time, automatically and without requirement of any further action by any Person, the following defined terms appearing in Section 1.1 of the Indenture are hereby amended and restated to read in their entirety as follows (the “Amended Defined Terms”):

“Change of Control” means the occurrence of any of the following events:

(1) the Issuer becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the acquisition by (A) any Person (other than any Permitted Holder) or (B) Persons (other than any Permitted Holders) that are together (1) a group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), or (2) acting, for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), as a group, in a single transaction or in a related series of transactions, by way of merger, amalgamation, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of 50% or more of the total voting power of the Voting Stock of the Issuer directly or indirectly through any of its direct or indirect parents holding directly or indirectly 100% of the voting power of the Voting Stock of the Issuer; or

(2) the sale, lease, transfer, conveyance or other disposition in one or a series of related transactions (other than by way of merger, consolidation or amalgamation or other business combination transaction) of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries, taken as a whole, to any Person other than a Restricted Subsidiary or one or more Permitted Holders;

provided, however, that none of, individually or in the aggregate, (i) the issuance to BCPE Seminole Holdings LP, a Delaware limited partnership (the “Stock Purchaser”), or any of its designees, of shares of preferred stock of the Parent pursuant to that certain Securities Purchase Agreement, dated as of May 9, 2017, by and among Parent and the Stock Purchaser, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time or (ii) the purchase by the Stock Purchaser, or any of its designees, of shares of common stock of Parent from H.I.G. Surgery Centers, LLC pursuant to that certain Stock Purchase Agreement, dated as of May 9, 2017, by and among H.I.G. Surgery Centers, LLC, H.I.G. Bayside Debt & LBO Fund II L.P., the Stock Purchaser and the Parent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, will constitute a Change of Control.

“Sponsor” means any of (i) Bain Capital Private Equity, LP and/or any of its Affiliates (including, as applicable, investment vehicles, related funds, general partners thereof and limited partners thereof, but solely to the extent any such limited partners are directly or indirectly participating as investors pursuant to a side-by-side investing arrangement, but excluding, however, any portfolio company of any of the foregoing) and/or (ii) solely on and prior to the consummation of the Consent Solicitation Transactions, H.I.G. Capital, LLC and any of its Affiliates and funds or partnerships managed or advised by H.I.G. Capital, LLC or any of its Affiliates, but not including, however, any portfolio company of any of the foregoing.

(b) Effective as of the Operative Time, automatically and without requirement of any further action by any Person, Section 1.1 of the Indenture is hereby amended to add the following defined term in its proper alphabetical location:

“Consent Solicitation Transactions” means the “Transactions” as defined in the Issuer’s Consent Solicitation Statement, dated as of May 18, 2017, as amended, supplemented, waived or otherwise modified from time to time.

SECTION 2.3 Amendment to the Notes. The Notes include direct or indirect references to certain of the defined terms of the Indenture amended pursuant to Section 2.2 hereof. Effective as of the Operative Time, automatically and without requirement of any further action by any Person, such provisions under the Notes are hereby deemed amended, as applicable, to refer to the Amended Defined Terms.

Article III

OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 3.1. Parties. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

SECTION 3.2. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3.3. Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 3.4. Benefits Acknowledged. Nothing in this Supplemental Indenture, expressed or implied, shall give to any Person, other than the parties to this Supplemental Indenture and their successors hereunder and the Holders of the Notes, any benefit of any legal or equitable right, remedy or claim under this Supplemental Indenture.

SECTION 3.5. Reference to and Effect on the Indenture; Ratification of Indenture. At and after the Operative Time, each reference in the Indenture to “this Indenture,” “hereunder,” “hereof,” “herein” or words of similar import shall mean and be a reference to the Indenture as supplemented by this Supplemental Indenture, unless the context otherwise requires. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 3.6. The Trustee. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

SECTION 3.7. Counterparts. The parties hereto may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 3.8. Effect of Headings. The headings of the Articles and the Sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

SECTION 3.9. Jurisdiction. The parties hereto agree that any suit, action or proceeding arising out of or based upon this Supplemental Indenture may be instituted in any state or Federal court in the Borough of Manhattan, New York, New York, and any appellate court from any thereof, and each party hereto irrevocably submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding. The parties hereto irrevocably waive, to the fullest extent permitted by law, any objection to any suit, action, or proceeding that may be brought in connection with this Supplemental Indenture, including such actions, suits or proceedings relating to securities laws of the United States or any state thereof, in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. The parties hereto agree that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon them, and may be enforced in any court to the jurisdiction of which they are subject by a suit upon such judgment.

SECTION 3.10. Waiver of Jury Trial. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE AND FOR ANY COUNTERCLAIM THEREIN.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

ISSUER

SURGERY CENTER HOLDINGS, INC., as Issuer

By: /s/ Teresa Sparks

Name: Teresa Sparks

Title: Chief Financial Officer and Executive Vice President

GUARANTORS

AMBULATORY RESOURCE CENTRES INVESTMENT COMPANY, LLC
AMBULATORY RESOURCE CENTRES OF WASHINGTON, INC.
AMBULATORY RESOURCE CENTRES OF WILMINGTON, INC.
ANESTHESIOLOGY PROFESSIONAL SERVICES, INC.
APS OF BRADENTON, LLC
APS OF MERRITT ISLAND, LLC
APS OF HAMMOND, LLC
ARC DEVELOPMENT CORPORATION
ARC FINANCIAL SERVICES CORPORATION
ASC OF NEW ALBANY, LLC
COMPLETE CARE PHARMACY, LLC
HAMMOND ANESTHESIA SERVICES, LLC
LOGAN LABORATORIES, LLC
LUBBOCK SURGICENTER, INC.
MEDICAL BILLING SOLUTIONS, LLC
MIDWEST UNCUTS, INC.
NEOSPINE SURGERY OF PUYALLUP, LLC
NEOSPINE SURGERY, LLC
NOVAMED ACQUISITION COMPANY, INC.
NOVAMED ALLIANCE, INC.
NOVAMED MANAGEMENT OF KANSAS CITY, INC.
NOVAMED MANAGEMENT SERVICES, LLC
NOVAMED OF BETHLEHEM, INC.
NOVAMED OF LEBANON, INC.
NOVAMED OF SAN ANTONIO, INC.
NOVAMED OF TEXAS, INC.
NOVAMED OF WISCONSIN, INC.
NOVAMED, INC.
PATIENT EDUCATION CONCEPTS INC.
PHYSICIANS SURGICAL CARE, INC.

By: /s/ Teresa Sparks

Name: Teresa Sparks

Title: Chief Financial Officer and Executive Vice President

GUARANTORS

PSC DEVELOPMENT COMPANY, LLC
PSC OPERATING COMPANY, LLC
RIVERSIDE SPINE & PAIN PHYSICIANS, LLC
RIVERSIDE BILLING AND MANAGEMENT COMPANY, LLC
RIVERSIDE ANESTHESIA SERVICES, LLC
SAINT THOMAS COMPOUNDING LLC
SARASOTA ANESTHESIA SERVICES, LLC
SARC/ASHEVILLE, INC.
SARC/CIRCLEVILLE, INC.
SARC/FT. MYERS, INC.
SARC/GEORGIA, INC.
SARC/JACKSONVILLE, INC.
SARC/KENT, LLC
SARC/LARGO ENDOSCOPY, INC.
SARC/LARGO, INC.
SARC/PROVIDENCE, LLC
SARC/ST. CHARLES, INC.
SARC/VINCENNES, INC.
SMBI DOCS, LLC
SMBI GREAT FALLS, LLC
SMBI HAVERTOWN, LLC
SMBI IDAHO, LLC
SMBI JACKSON, LLC
SMBI LHH, LLC
SMBI PORTSMOUTH, LLC
SMBI STLWSC, LLC
SMBIMS BIRMINGHAM, INC.
SMBIMS DURANGO, LLC
SMBIMS FLORIDA I, LLC
SMBIMS GREENVILLE, LLC
SMBIMS KIRKWOOD, LLC
SMBIMS STEUBENVILLE, INC.
SMBIMS WICHITA, LLC
SMBISS BEVERLY HILLS, LLC

By: /s/ Teresa Sparks

Name: Teresa Sparks

Title: Chief Financial Officer and Executive Vice President

GUARANTORS

SMBISS CHESTERFIELD, LLC
SMBISS ENCINO, LLC
SMBISS IRVINE, LLC
SMBISS THOUSAND OAKS, LLC
SURGERY PARTNERS ACQUISITION COMPANY, INC.
SURGERY PARTNERS OF CORAL GABLES, LLC
SURGERY PARTNERS OF LAKE MARY, LLC
SURGERY PARTNERS OF LAKE WORTH, LLC
SURGERY PARTNERS OF MERRITT ISLAND, LLC
SURGERY PARTNERS OF MILLENIA, LLC
SURGERY PARTNERS OF NEW TAMPA, LLC
SURGERY PARTNERS OF PARK PLACE, LLC
SURGERY PARTNERS OF SARASOTA, LLC
SURGERY PARTNERS OF SUNCOAST, LLC
SURGERY PARTNERS OF WEST KENDALL, L.L.C.
SURGERY PARTNERS OF WESTCHASE, LLC
SURGERY PARTNERS, LLC
SYMBION AMBULATORY RESOURCE CENTRES, INC.
SYMBION ANESTHESIA SERVICES, LLC
SYMBION HOLDINGS CORPORATION
SYMBION, INC.
SP MANAGEMENT SERVICES, INC.
TAMPA PAIN RELIEF CENTER, INC.
TEXARKANA SURGERY CENTER GP, INC.
UNIPHY HEALTHCARE OF JOHNSON CITY VI, LLC
UNIPHY HEALTHCARE OF MAINE I, INC.
VASC, INC.
VILLAGE SURGICENTER, INC.

By: /s/ Teresa Sparks

Name: Teresa Sparks

Title: Chief Financial Officer and Executive Vice President

GUARANTORS

SP NORTH DAKOTA, LLC

By: Surgery Partners Acquisition Company, Inc., its member

By: /s/ Teresa Sparks

Name: Teresa Sparks

Title: Chief Financial Officer and Executive Vice President

SP PRACTICE MANAGEMENT, LLC

By: Surgery Center Holdings, Inc., its member

By: /s/ Teresa Sparks

Name: Teresa Sparks

Title: Chief Financial Officer and Executive Vice President

TRUSTEE

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: /s/ W. Thomas Morris II

Name: W. Thomas Morris II

Title: Vice President



Surgery Partners, Inc. Announces Receipt of Requisite Consents and Expiration of its Consent Solicitation Relating to its Senior Notes

NEW YORK - May 25, 2017 - Surgery Partners, Inc. ("Surgery Partners") announced today that Surgery Center Holdings, Inc., a Delaware corporation (the "Issuer"), has received the consents necessary to effect certain amendments (the "Amendments") to certain provisions of the indenture (the "Indenture") governing its 8.875% Senior Notes due 2021 (the "Notes").

The Issuer received the consents of holders of a majority of the aggregate principal amount of the Notes prior to the expiration time of 5:00 p.m., New York City time, on May 25, 2017. As a result, the Issuer, the guarantors and the trustee entered into a supplemental indenture (the "Supplemental Indenture"), which became effective upon the execution thereof by the Issuer and the trustee, to effect the Amendments. The Amendments will become operative upon, but not prior to, payment by the Issuer of the Consent Consideration (as defined below) to Ipreo LLC, who is acting as the paying agent for the solicitation (the "Paying Agent"), pursuant to the terms of the Supplemental Indenture.

On May 10, 2017, Surgery Partners, the parent of the Issuer, and National Surgical Healthcare ("NSH"), an owner and operator of surgical facilities in partnership with local physicians, announced that they entered into a definitive merger agreement pursuant to which Surgery Partners will acquire NSH from Irving Place Capital for approximately \$760 million (the "Merger").

Funding for Surgery Partners' acquisition of NSH will be provided in part by an affiliate of Bain Capital Private Equity, a leading global private investment firm, which as part of the transaction is injecting capital in exchange for preferred stock in the Company (the "Preferred Private Placement"). Further, in conjunction with the Merger and the Preferred Private Placement, an affiliate of Bain Capital Private Equity will acquire H.I.G. Capital's existing equity stake in Surgery Partners (the "Private Sale" and, together with the Preferred Private Placement, the "Transactions").

The Amendments (i) amend the Change of Control definition relating to the Notes (as set forth in the Indenture) such that the Issuer is not required to make a Change of Control Offer, as defined in the Indenture, with respect to the Notes in connection with the Transactions and (ii) amend the definition of Sponsor (as defined in the Indenture) to add Bain Capital Private Equity, LP, its affiliates and certain related parties thereto (collectively, "Bain") as a Sponsor and, effective immediately following the consummation of the Transactions, remove H.I.G. Capital, LLC, its affiliates and certain related parties thereto as a Sponsor, such that Bain shall thereafter constitute a Permitted Holder (as defined in the Indenture).

Subject to the satisfaction or waiver of the Conditions (as defined in the Consent Solicitation Statement), the Issuer will make a cash payment of \$2.50 for each \$1,000 in aggregate principal amount of Notes for which a consent was validly delivered and not withdrawn prior to the execution of the Supplemental Indenture in accordance with the terms and conditions of the Consent Solicitation Statement, dated May 18, 2017 (the "Consent Consideration"). The Issuer will pay the Consent Consideration to the Paying Agent immediately prior to the closing of Transactions, subject to the Issuer's reasonable expectation that one or both of the Transactions will close immediately following the payment of the Consent Consideration. The Paying Agent will subsequently distribute the Consent Consideration to consenting Holders who consented and did not revoke such consent prior to the Expiration Date.

Jefferies LLC acted as the Solicitation Agent. Any persons with questions regarding the consent solicitations should contact Jefferies LLC collect at (203) 363-8273 or toll free in the US at (888) 708-5831.

Copies of the Consent Solicitation Statement and other related documents may be obtained from Ipreo LLC by calling, for banks and brokers, (212) 849-3880, or toll-free in the US at (888) 593-9546, or by email at consent@ipreo.com.

This announcement is for informational purposes only and is neither an offer to sell nor a solicitation of an offer to buy any Notes or any other securities. This announcement is also not a solicitation of consents with respect to the Amendments or any securities.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding whether the Supplemental Indenture will be executed, whether the Transactions will be completed, the anticipated consequences and benefits of the Transactions, the timing of the payment of the Consent Consideration and other information and statements that are not historical facts. These forward-looking statements involve

certain risks and uncertainties that could cause actual results to differ materially from those expressed or implied by these statements. These risks and uncertainties include the receipt and timing of necessary regulatory approval to close the Transactions as well as other factors. These forward-looking statements speak only as of the date of this release. We expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

About Surgery Partners

Headquartered in Nashville, Tennessee, Surgery Partners 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 150 locations in 29 states, including ambulatory surgical facilities, surgical hospitals, a diagnostic laboratory, multi-specialty physician practices and urgent care facilities.

Contacts:

Surgery Partners, Inc.
Teresa Sparks, Chief Financial Officer
(615) 234-8940
IR@surgerypartners.com