

Constantino, Mike

From: Ourth, Joe [JOurth@arnstein.com]
Sent: Wednesday, October 03, 2012 8:35 PM
To: Constantino, Mike
Subject: The Glen Endoscopy Center - Project E005-12
Attachments: 10.3.12_Constantino_Ltr.pdf; MembershipInterestPurchaseAgrmnt.pdf

Mike,

As we discussed yesterday, attached is the signed purchase agreement for The Glen Endoscopy Center together with a letter to you.

You will be receiving the letter and documents tomorrow morning, but I had said that I would send it to you as soon as I received it.

Joe Ourth

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JOurth@arnstein.com



Web Site



My Bio

Offices in Illinois, Florida, and Wisconsin< P>

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Pursuant to Internal Revenue Service guidance, be advised that any federal tax advice contained in this written or electronic communication, including any attachments or enclosures, is not intended or written to be used and it cannot be used by any person or entity for the purpose of (i) avoiding any tax penalties that may be imposed by the Internal Revenue Service or any other U.S. Federal taxing authority or agency or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

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Joe Ourth
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October 3, 2012

Via Electronic Mail
and UPS Overnight

Mr. Mike Constantino
Supervisor, Project Review Section
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

Re: The Glen Endoscopy Center
Project No. E005-12

Dear Mike:

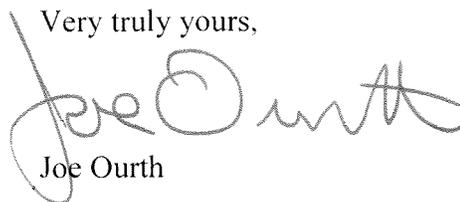
Enclosed per your request is the fully executed Membership Interest Purchase Agreement for the above referenced transaction. A signed Letter of Intent had been provided previously. Also enclosed are the associated schedules and companion Operating Agreement.

You will find that the agreement contains the required CON contingency clause which is contained at Section 3.1 of the Purchase Agreement.

The final agreement is consistent with the terms of the Letter of Intent filed with you previously except that the final acquisition cost after adjustments is up slightly to approximately \$7.99 million dollars.

We hope that these documents provide the information that you need. We look forward to working with you as this Project moves forward.

Very truly yours,



Joe Ourth

JRO:mp:sar
Enclosures

CHICAGO HOFFMAN ESTATES SPRINGFIELD MILWAUKEE
FORT LAUDERDALE MIAMI TAMPA WEST PALM BEACH BOCA RATON

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (the "Agreement"), dated as of October 1, 2012, is by and among AmSurg Holdings, Inc., a Tennessee corporation ("AmSurg"), and the members of The Glen Endoscopy Center, LLC, an Illinois limited liability company ("GEC"), set forth on the signature pages attached hereto (individually "Owner" and collectively "Owners").

WHEREAS, GEC owns and operates an ambulatory surgery center located in Glenview, Illinois (the "Center");

WHEREAS, each Owner currently owns the membership interest in GEC set forth on Exhibit A, representing a total of 100% of the membership interests of GEC;

WHEREAS, immediately prior to the Closing (as defined herein), the Owners shall effect a merger of GEC with and into The Glen Endoscopy Center, LLC, a Tennessee limited liability company (the "LLC"), in connection with which the LLC shall be the surviving entity, and shall be owned by the Owners with the respective relative ownership interests identified on Exhibit A (the "Merger"); and

WHEREAS, following the consummation of the Merger, AmSurg desires to purchase from the Owners, and the Owners desire to sell to AmSurg, upon and subject to the terms and conditions contained in this Agreement, the membership interests in the LLC so designated on Exhibit B (the "Purchased Interests"), resulting in AmSurg owning a 51% membership interest in the LLC, and the Owners owning a collective 49% membership interest in the LLC.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties and covenants of the parties hereinafter set forth, the parties agree as follows:

1. PURCHASE AND SALE OF MEMBERSHIP INTEREST

1.1 Purchase and Sale of Membership Interest. Subject to the terms and conditions of this Agreement, at the Closing, the Owners shall sell, transfer, convey, assign and deliver to AmSurg and AmSurg shall purchase, acquire and accept from the Owners, the Purchased Interests as set forth on Exhibit B. The Purchased Interests shall be transferred to AmSurg free

and clear of any and all mortgages, pledges, liens, security interests, charges, claims, encumbrances and rights of third parties whatsoever.

1.2 Liabilities of GEC. The Owners will ensure that sufficient cash remains in the Center's operating accounts on the Closing Date to pay: (i) the full amount of all outstanding, unpaid checks of GEC as of the Closing Date (the "Outstanding Checks"); (ii) amounts due to vendors that bill GEC less often than quarterly and relate to periods prior to the Closing Date (the "Vendor Payments"); (iii) accrued payroll amounts due to the personnel working at the Center and relating to periods prior to and through the Closing Date, including tax, pension and bonus payments ("Accrued Liabilities"); (iv) the accounts payable of GEC as of the Closing Date (the "A/P") with a due date prior to the Closing Date or, in the absence of a definitive due date, with an invoice date greater than or equal to 31 days prior to the Closing Date; and (v) refunds payable to Blue Cross Blue Shield of Illinois ("BCBS") as set forth on the "Interim Reconciliation" statement issued by BCBS with respect to claims paid through the second calendar month-end prior to the Closing Date (a sample of such an Interim Reconciliation statement is attached to Schedule 1.2)(the "Refund Amount"). For example, if the Closing Date is November 2, 2012, the Refund Amount would be based upon the Interim Reconciliation statement with respect to claims paid through September 30, 2012. In the absence of a definitive invoice date for any of the A/P, the common carrier's bill of lading or the date of completion of services rendered will substitute as the invoice date. Prior to the Closing, AmSurg and the Owners shall mutually agree upon a Schedule 1.2 to reflect the Refund Amount and the Outstanding Checks, Accrued Liabilities, Vendor Payments and A/P as of the Closing Date. Any cash in excess of the amount required to be retained by the Center pursuant to this Section 1.2 shall be distributed to the Owners following the Closing.

2. PURCHASE PRICE

The purchase price (the "Purchase Price") for the Purchased Interests shall be the difference between (i) \$7,993,850.00 and (ii) an amount equal to 51% of the outstanding principal obligations, together with accrued interest, of GEC for borrowed money and capitalized leases (the "Indebtedness") as of the Closing Date, which amount shall be paid to the Owners in cash at the Closing in accordance with the percentages set forth on Exhibit B.

3. CLOSING

3.1. **Closing.** The closing ("Closing") of the sale and purchase of the Purchased Interests shall take place at the offices of Bass, Berry & Sims PLC, within five (5) business days following the end of the calendar month following the satisfaction or waiver of all conditions to the parties' obligations to proceed with the Closing, including approval by the Illinois Department of Public Health ("DPH") of a certificate of need ("CON") for the change of ownership of the Center from GEC to the LLC, as owned 51% by AmSurg (the "Closing Date"). The Closing shall be effective as of 12:01 a.m., Central time, on the first day of the calendar month in which the Closing occurs (the "Effective Date").

3.2. **Covenants of the Parties Prior to Closing.** Prior to the Closing Date:

(a) The Owners, GEC and the LLC shall execute, deliver and file, as applicable, the certificates of merger and agreements and plans of merger, with the Secretaries of State of each of the State of Illinois and the State of Tennessee in order to effect the Merger, in connection with which the LLC shall be the surviving entity, owned by the Owners with respective ownership interests identical to those identified on Exhibit A, and retain the tax identification number and clinic licensure of GEC. Unless the context clearly indicates otherwise, references to GEC contained in this Agreement and covering any periods following the effectiveness of the Merger and prior to the Closing shall be deemed to refer to the LLC for all such periods.

(b) The Parties shall use their commercially reasonable efforts to obtain all consents required under all agreements with Significant Payors (as defined in Section 4.11) as a result of the transactions contemplated by this Agreement, or to cause such Significant Payors to enter into new agreements with the LLC on substantially similar terms as the existing agreements between GEC and such Significant Payors, to be effective as of the Effective Date or within a reasonable time thereafter.

(c) The Parties shall use their commercially reasonable efforts to cause GEC to obtain all consents, licenses, permits, approvals, authorizations, orders and agreements listed on Schedule 4.16.

(d) The Parties shall cooperate with one another and use their commercially reasonable efforts to obtain, prior to the Closing Date, the CON from the DPH.

(e) The Parties shall use their commercially reasonable efforts to obtain, prior to the Closing Date, all other governmental and third party

consents required prior to the Closing Date for GEC and the parties hereto to consummate the transactions contemplated by this Agreement.

3.3. **Obligations of the Parties at the Closing.**

(a) At the Closing, AmSurg shall deliver to Owners:

(i) the Purchase Price as specified in Article 2;

(ii) a certificate of the Secretary of AmSurg, certifying that the Board of Directors has authorized the execution, delivery and performance of this Agreement and the other documents referred to herein to be executed by AmSurg, and the consummation of the transactions contemplated hereby;

(iii) a certificate of AmSurg certifying as to the accuracy in all material respects of the representations and warranties of AmSurg at and as of the Closing and that AmSurg has performed or complied in all material respects with all of the covenants, agreements, terms, provisions and conditions to be performed or complied with by AmSurg at or before the Closing, except that representations and warranties that are qualified as to materiality shall be true and correct in all respects;

(iv) an executed copy of the Articles of Organization of the LLC;

(v) the Operating Agreement (the "Operating Agreement") of the LLC, duly executed by AmSurg; and

(vi) such other certificates and documents as Owners or their counsel may reasonably request.

(b) At the Closing, Owners will deliver to AmSurg:

(i) an executed copy of the certificate of merger as filed by GEC and the LLC with the Secretary of State of the State of Illinois and an executed copy of the certificate of merger as filed by GEC and the LLC with the Secretary of State of the State of Tennessee;

(ii) a certificate of the Owners certifying that the Owners have authorized the execution, delivery and performance of this Agreement and the other documents referred to

herein to be executed by GEC and Owners, and the consummation of the transactions contemplated hereby;

(iii) such endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to AmSurg, as shall be effective to vest in AmSurg all of Owners' title to and interest in the Purchased Interests and simultaneously with such delivery, will take such steps as may be necessary to put AmSurg in actual possession and control of the Purchased Interests;

(iv) a certificate of each of the Owners certifying as to the accuracy in all material respects of Owners' representations and warranties at and as of the Closing and that the Owners have performed or complied in all material respects with all of the covenants, agreements, terms, provisions and conditions to be performed or complied with by each of them at or before the Closing, except that representations and warranties that are qualified as to materiality shall be true and correct in all respects;

(v) the Sixth Amendment to the Lease Agreement, duly executed by auG Five, L.P., as Landlord, GEC and the LLC;

(vi) the Operating Agreement, duly executed by each of the Owners;

(vii) a certificate of the President of GEC certifying the amount of Indebtedness of GEC as of the Closing Date, the Refund Amount, and the amount of the Outstanding Checks, Accrued Liabilities, Vendor Payments and A/P as of the Closing Date;

(viii) a claims history showing, at a minimum, open, closed and reserved incidents and claims involving the Center during the previous five (5) years prior to the Closing Date or since the date of opening of the Center, if sooner;

(ix) evidence reasonably satisfactory to AmSurg that GEC has terminated that certain Surgery Center Management Agreement between Ambulatory Surgery Assistance, Inc. and GEC, and that GEC has no further liabilities or obligations relating thereto; and

(x) such other certificates and documents as AmSurg or its counsel may reasonably request.

4. REPRESENTATIONS AND WARRANTIES BY THE OWNERS

The Owners, jointly and severally, represent and warrant as follows:

4.1. **Organization.** GEC is a limited liability company duly formed and validly existing under the laws of the State of Illinois, with full limited liability company power and authority to conduct its business as now conducted and to own, lease or operate its properties and assets as now owned, leased or operated.

4.2. **No Violation.** The execution and delivery of this Agreement by Owners does not, and the consummation of the transactions contemplated hereby will not, (a) violate any provision of, or result in the creation of any lien or security interest under, any agreement, indenture, instrument, lease, security agreement, mortgage or lien to which GEC is a party or by which any of GEC's assets or properties are bound, which violation or lien would have a material adverse effect on the business or operations of GEC; (b) violate any provision of the articles of organization or operating agreement of GEC; (c) violate any order, arbitration award, judgment, writ, injunction, decree, statute, rule or regulation applicable to GEC, which violation would have a material adverse effect on the business or operations of GEC; or (d) violate any other contractual or legal obligation or restriction to which GEC is subject, which violation would have a material adverse effect on the business or operations of GEC.

4.3. **Expenses of Operating the Center.** Schedule 4.3 sets forth all of the current expenses of GEC, including the expenses of operating the Center, and also reflects the manner in which the operating expenses of the Center will be allocated on a going forward basis.

4.4. **Financial Information.** Owners have delivered to AmSurg: (a) statements of charges and cash receipts for GEC by month for the year ended December 31, 2011 and the six months ended June 30, 2012, (b) cash basis unaudited statements of income for GEC for the year ended December 31, 2011 and the six months ended June 30, 2012, (c) a cash basis unaudited balance sheet of GEC at June 30, 2012, (d) a statement of the Indebtedness of GEC as of the date of this Agreement, and (e) details of outstanding patient accounts receivable for GEC as of June 30, 2012 (hereinafter collectively referred to as "Financial Information"), all of which are attached as Schedule 4.4.

The Financial Information fairly presents the assets, liabilities, financial condition and results of operation of GEC as at the respective dates thereof and for the periods therein referred to, prepared on a cash basis and accurately reflects, on a cash basis, the revenues and expenses of GEC for the periods covered thereby. The Financial Information reflects the consistent application of such accounting principles throughout the periods involved.

4.5. Ownership of Center Assets. Except as set forth on Schedule 4.5, GEC owns or has a valid leasehold interest in all of the assets comprising the business operations of the Center, tangible or intangible, recorded or unrecorded, of whatsoever type, kind, description or nature (the "Center Assets"), free and clear of all mortgages, pledges, liens, security interests, conditional sale agreements, charges, encumbrances and rights of third parties, and no conditions exist which would reasonably be expected to give rise to any such mortgage, pledge, lien, security interest, defect, charge, encumbrance on, or right of any such third party to, the Center Assets.

Schedule 4.5 contains an accurate and complete description of GEC's tangible property, which includes, but is not limited to, furniture, fixtures and equipment owned by GEC, and excludes supplies and inventory, and which is all of the tangible property, excluding supplies and inventory, which is necessary to the continued operation of the Center as it is now being conducted. All of the Center Assets are in good working condition and repair, normal wear and tear excepted, and are adequate for the uses for which they are intended. Schedule 4.5 also sets forth the current tax book value of all equipment included in the Center Assets.

4.6. No Liabilities or Adverse Conditions. Except as and to the extent of the amounts specifically reflected in the Financial Information and other liabilities incurred in the ordinary course of business since June 30, 2012, GEC does not have any liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise and whether due or to become due (including without limitation liabilities for taxes and interest, penalties and other charges payable with respect thereto).

Furthermore, GEC does not know or have reason to know of any basis for the assertion against GEC of any such liability or obligation of any nature not fully reflected in the Financial Information. There are no conditions existing with respect to any of GEC's facilities, properties, assets or personnel, which might materially and adversely affect any of GEC's properties or business.

4.7. Absence of Certain Changes. Since April 30, 2012, GEC has not:

(a) suffered any material adverse change in its working capital, financial condition, assets, liabilities or business, or suffered any material casualty loss (whether or not insured);

(b) made any change in its business or operations or in the manner of conducting its business, other than changes in the ordinary course of business;

(c) incurred any obligations or liabilities (whether absolute, accrued, contingent or otherwise and whether due or to become due), except items incurred in the ordinary course of business and consistent with past practice, or made any change in any assumptions or methods of calculating any bad debt, contingency or other reserve;

(d) paid, discharged or satisfied any claim, lien, encumbrance or liability (whether absolute, accrued, contingent or otherwise and whether due or to become due), other than claims, liens, encumbrances or liabilities:

(i) which are reflected in the Financial Information and which were paid, discharged or satisfied since the date thereof in the ordinary course of business consistent with past practice, or

(ii) which were incurred and paid, discharged or satisfied since April 30, 2012 in the ordinary course of business consistent with past practice;

(e) written off as uncollectible any notes or accounts receivable or any portion thereof, except for immaterial write-offs made in the ordinary course of business consistent with past practice;

(f) canceled any other debts or claims, or waived any rights, of substantial value;

(g) sold, transferred or conveyed any of its properties or assets, except in the ordinary course of business consistent with past practice;

(h) made any capital expenditures or commitments in excess of \$10,000 in the aggregate for replacements or additions to property, plant, equipment or intangible capital assets;

(i) declared, paid or made or set aside for payment of, any distribution in respect of its outstanding equity interests other than distributions made in the ordinary course of business consistent with past practice, or directly or indirectly redeemed,

purchased or otherwise acquired any of its equity interests;

(j) made any change in any method of accounting or accounting practice;

(k) granted any increase in the compensation of any officer, employee or agent of GEC, (including without limitation any increase pursuant to any bonus, pension, profit sharing or other plan or commitment), other than increases in the ordinary course of business consistent with past practice, or adopted any such plan or other arrangement; and no such increase or the adoption of any such plan or arrangement, is planned or required; and

(l) agreed, whether in writing or otherwise, to take any action described in this Section 4.7.

4.8. Taxes. GEC has filed all federal, state and local tax returns required to be filed by GEC through the date hereof (or has obtained a valid extension) and has paid all taxes and assessments (including without limitation income, excise, unemployment, social security, occupation, franchise, property, sales and use taxes, services taxes, import duties or charges, and all penalties and interest with respect thereto) due and payable therefrom. GEC has not signed any extension agreement with any taxing authority or know of any open or questionable matters for any prior periods. All taxes and assessments relating to or affecting GEC which are due through the Effective Date have been paid.

4.9. Litigation. There is no claim, litigation, investigation or proceeding pending or, to GEC's or Owners' knowledge, threatened at law or in equity against GEC or before any court, legislative or administrative tribunal or governmental agency which questions the validity of this Agreement or which, if adversely determined or publicly disclosed, would have a material adverse effect on the business or operations of GEC. Schedule 4.9 sets forth a true and accurate description of all claims, actions, investigations or proceedings initiated against GEC since January 1, 2008.

4.10. Compliance with Laws and Other Regulations. GEC is in compliance in all material respects with all requirements of applicable laws, rules, regulations, orders, ordinances, judgments and decrees of all governmental bodies or agencies (federal, state or local) (collectively, "Laws") relating to or affecting GEC and the operations of the Center. GEC has not received any notice of, or notice of any investigation of, a possible violation of any applicable Laws, or any other

Law or requirement relating to or affecting GEC and the operations of the Center.

GEC has all required licenses, permits, certificates, authorizations and agreements needed for the ownership and operation of the Center, all of which are listed on Schedule 4.10. GEC knows of no act or omission occurring on or before the date hereof which would subject GEC or the Center to the reasonable likelihood of any fine or suspension of any license, permit, certificate, authorization or agreement.

4.11. Contracts; Significant Payors. Schedule 4.11 is a complete and accurate list of all individual payors, or group of affiliated payors, that accounted for more than five percent (5%) of GEC's revenues in any two of the previous three (3) calendar years or is reasonably expected to account for more than five percent (5%) of GEC's revenues in the current calendar year or the next calendar year ("Significant Payors").

All contracts, agreements and instruments, including, but not limited to, third party provider agreements and agreements with Significant Payors, to which GEC is a party and which are necessary for the ownership and operation of the Center, are in full force and effect; there have been no overtly threatened cancellations thereof nor outstanding disputes thereunder, and GEC has not and, to GEC's and Owners' knowledge, no other party thereto has, breached any material provision of, nor does there exist any default by GEC or, to GEC's and Owners' knowledge, any other party thereto, in any material respect under, or event (including the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby) which is, or with the giving of notice or the passage of time or both would become, a breach or default under the terms of any such contract, instrument or agreement. Neither GEC nor any Owner has reason to believe that any Significant Payor intends to terminate any such contract, instrument or agreement or intends to withhold its consent, if required, to a change in control of GEC as contemplated by this Agreement.

4.12. Accounts Receivable. All accounts and notes receivable of GEC, whether reflected in the Financial Information or otherwise, represent services actually provided in the ordinary course of business; all such receivables are current; and none of such receivables is subject to any counterclaim or set-off, other than normal discounts, allowances and bad debts consistent with past practice.

4.13. Reports and Returns. All reports and returns (other than tax returns subject to the representations in Section 4.8 hereof) heretofore required by federal, state or municipal authorities to be filed by GEC, including

those with respect to the operations of the Center, and all reports and returns to the various governmental authorities which control, directly or indirectly, any of GEC's activities, have been filed and all sums heretofore due with respect to such reports and returns have been paid.

4.14. **Defaults.** GEC is not in default under, and no event has occurred which, with the giving of notice or the passage of time, or both, would result in a default under, any outstanding indenture, mortgage, contract, agreement or other instrument to which GEC is a party.

4.15. **Employees; Independent Contractors.**

(a) Schedule 4.15(a) sets forth the names and titles of all employees of GEC and the annual rate of compensation (including bonuses) being paid to each such employee as of the most recent practicable date. The employees listed on Schedule 4.15(a) constitute all of the employees who are reasonably necessary to the continued operation of the Center as it is now being conducted.

(b) Schedule 4.15(b) hereto contains a list of each employment, bonus, deferred compensation, pension, stock option, stock appreciation right, profit sharing or retirement plan, arrangement or practice and each other agreement or fringe benefit plan, arrangement or practice of GEC, whether formal or informal, whether legally binding or not and whether affecting one or more of its employees. Copies of each such agreement or plan (or a reasonable summary thereof) have heretofore been delivered or summarized to AmSurg. GEC has no commitment, whether formal or informal, and whether legally binding or not (i) to create any additional such agreement, plan, arrangement or practice; (ii) to modify or change any such agreement, arrangement, plan or practice; or (iii) to maintain for any period of time any such agreement, arrangement, plan or practice, except as described on Schedule 4.15(b).

(c) Schedule 4.15(c) hereto contains a list of all services provided to GEC for which GEC contracts with third parties. Copies of each such agreement previously have been provided to AmSurg. Schedule 4.15(c) contains a description of each such oral agreement.

4.16. **Consents and Approvals.** Except as set forth on Schedule 4.16, GEC has obtained or prior to the Effective Time, will have obtained, all consents, licenses, permits, approvals, authorizations, orders and agreements from all third parties, including federal, state and local governmental units or any other entity, including approval by the Illinois Department of Health and by applicable Medicare and state Medicaid

agencies, necessary for the authorization, execution and performance of this Agreement, or for the continued operation of the Center and governmental reimbursement of the Center following the consummation of the transactions contemplated hereby.

4.17. **Full Disclosure.** Neither this Agreement, nor any schedule, exhibit, list, certificate or other instrument or document delivered to AmSurg pursuant to this Agreement by or on behalf of Owners or GEC contains any untrue statement of a material fact or omits to state any material fact required to be stated herein or therein or necessary to make the statements, representations or warranties and information contained herein or therein not misleading. Owners and GEC have not withheld from AmSurg disclosure of any event, condition or fact which Owners or GEC know, or have reasonable grounds to know, may materially adversely affect the Purchased Interests, GEC or the operations of the Center.

4.18. **No Broker's Fees.** Neither the Owners nor GEC has done anything to cause or incur any liability or obligation for investment banking, brokerage, finder's, agent's or other fees, commissions, expenses or charges in connection with the negotiation, preparation, execution or performance of this Agreement or the consummation of the transactions contemplated hereby, and neither the Owners nor GEC know of any claim by anyone for such a fee, commission, expense or charge.

5. REPRESENTATIONS AND WARRANTIES OF OWNERS

Each of the Owners, severally and not jointly, represents and warrants as follows:

5.1. **Authority.** Such Owner has full authority to enter into and carry out the provisions of this Agreement, and this Agreement, when executed, will constitute a valid and binding legal obligation enforceable against it or him in accordance with its terms, except that such enforcement may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or judicial decisions now or hereafter in effect relating to creditors' rights generally and the application of general principles of equity.

5.2. **No Violation.** The execution and delivery of this Agreement and the other agreements executed in connection herewith by Owners does not, and the consummation of the transactions contemplated hereby will not (a) violate any provision of, or result in the creation of any lien or security interest under, any agreement, indenture, instrument, lease, security agreement, mortgage or lien to which such Owner is a

party or by which any of such Owner's assets or properties are bound; (b) violate any order, arbitration award, judgment, writ, injunction, decree, statute, rule or regulation applicable to such Owner; or (c) violate any other contractual or legal obligation or restriction to which such Owner is subject.

5.3. **Licenses and Health Care Matters.** Such Owner maintains a current license to practice medicine in the State of Illinois, has not been excluded from participation in the Medicare program or any other governmental health care program for any reason, has not been convicted of any crime in violation of any state or Federal law related to health care matters, and has no knowledge of any circumstances or conditions that could have a material adverse impact on the operations of the Center or the medical practices of Owners (other than conditions which might have a material adverse effect on the health care industry in general).

5.4. **Title to Purchased Interests.** Such Owner has good and valid title to the Purchased Interests being sold by it or him to AmSurg under this Agreement, free and clear of all mortgages, pledges, liens, security interests, charges, claims, encumbrances and rights of third parties, and no conditions exist which could give rise to any such mortgage, pledge, lien, security interest, defect, charge, encumbrance on, or right of any such third party to, such Purchased Interests.

5.5. **Owners of GEC.** Owners constitute all of the members of GEC.

6. REPRESENTATIONS AND WARRANTIES OF AMSURG

AmSurg represents and warrants as follows:

6.1. **Organization.** AmSurg is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee. AmSurg has full power and authority to carry on its business as now conducted and to own, lease or operate its properties and assets as now owned, leased or operated.

6.2. **Authorization.** AmSurg has full power and authority to enter into this Agreement and perform its obligations hereunder and carry out the transactions contemplated hereby. The execution, delivery and performance by AmSurg of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action. This Agreement, when executed, will constitute a legal, valid and binding obligation of AmSurg enforceable against it in accordance with its terms.

6.3. **No Violation.** The execution and delivery of this Agreement by AmSurg does not, and the consummation of the transactions contemplated hereby will not, (a) violate any provision of, or result in the creation of any lien or security interest under, any agreement, indenture, instrument, lease, security agreement, mortgage or lien to which AmSurg is a party or by which any of AmSurg's assets or properties are bound, which violation or lien would have a material adverse effect on the business or operations of AmSurg; (b) violate any provision of the Charter or Bylaws of AmSurg; (c) violate any order, arbitration award, judgment, writ, injunction, decree, statute, rule or regulation applicable to AmSurg which violation would have a material adverse effect on the business or operations of AmSurg; or (d) violate any other contractual or legal obligation or restriction to which AmSurg is subject, which violation would have a material adverse effect on the business or operations of AmSurg.

6.4. **Litigation.** There is no claim, litigation, investigation or proceeding pending or, to AmSurg's knowledge, threatened against AmSurg at law or in equity or before any court, legislative or administrative tribunal or governmental agency which questions the validity of this Agreement or which, if adversely determined or publicly disclosed, would have a material adverse effect on the business or operations of AmSurg.

6.5. **Full Disclosure.** Neither this Agreement, nor any schedule, exhibit, list, certificate or other instrument or document delivered to Owners pursuant to this Agreement by or on behalf of AmSurg contains any untrue statement of a material fact or omits to state any material fact required to be stated herein or therein in order to make the statements, representations or warranties contained herein or therein not misleading.

6.6. **No Broker's Fees.** AmSurg has not done anything to cause or incur any liability or obligation for investment banking, brokerage, finder's, agent's or other fees, commissions, expenses or charges in connection with the negotiation, preparation, execution or performance of this Agreement or the consummation of the transactions contemplated hereby, and AmSurg does not know of any claim by anyone for such a fee, commission, expense or charge.

6.7. **Purchase Price.** AmSurg has sufficient unrestricted funds to pay the Purchase Price at the Effective Time.

7. COVENANTS AND AGREEMENTS OF OWNERS

The Owners covenant and agree that that from the date hereof until the Closing, and thereafter if so specified, they will fulfill the following covenants and agreements unless otherwise consented to by AmSurg in writing:

7.1. Access; Further Assurances.

(a) During regular business hours and on prior notice, from time to time prior to or after the Closing, Owners will accord to AmSurg, its counsel, accountants and other representatives access to all of the properties, books, contracts, commitments, financial information and records in their possession relating to GEC and the Center, and will furnish AmSurg with all such information concerning the business and operations of GEC and the Center as AmSurg reasonably may request. At any time and from time to time after the Closing, at AmSurg's request and without further consideration, Owners agree to execute and deliver such certificates and documents as may be reasonably and lawfully required in connection with any audit of GEC, the Center or its operations.

(b) At any time and from time to time after the Closing, at AmSurg's reasonable request and without further consideration, Owners will execute and deliver such other instruments of sale, transfer, conveyance, assignment and delivery and confirmation and take such action as AmSurg may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to AmSurg and to place AmSurg in possession and control of and to confirm AmSurg's title to, the Purchased Interests.

(c) From the date hereof until the Closing, as soon as reasonably practicable after the end of each quarter, as applicable, but not later than the 15th day of the next succeeding month, the Owners will deliver to AmSurg updated Financial Information as at the quarter then ended ("Ongoing Quarterly Financial Information"). In addition, as soon as reasonably practicable after the end of each month, but not later than the 15th day of the next succeeding month, the Owners will deliver to AmSurg a statement of (i) the number of procedures performed, (ii) the billed charges, and (iii) the cash collections, all with respect to the prior month ("Ongoing Monthly Financial Information") (the Ongoing Quarterly Financial Information and Ongoing Monthly Financial Information are collectively referred to as the "Ongoing Financial Information"). All such Ongoing Financial Information shall be prepared in accordance with the historical accounting practices of GEC, consistently applied.

(d) At any time and from time to time after the Closing, at AmSurg's reasonable request and without further consideration, Owners will execute and deliver such instruments and take such action as AmSurg may reasonably deem necessary or desirable in order to effectuate the merger of GEC.

7.2. Confidentiality.

(a) In the event the transactions contemplated by this Agreement are not consummated for any reason, the Owners promptly will return to AmSurg all records and information provided to the Owners from AmSurg, and shall cause GEC and the LLC to return all records and information provided to any such entity from AmSurg, and the Owners will, and shall cause GEC and the LLC to, treat all such records and information as confidential.

(b) Except as otherwise required by law, Owners will not disclose at any time to any other person (other than their respective legal or financial advisors) not an employee of AmSurg, AmSurg Corp., GEC or the LLC (or a person otherwise involved in the carrying out of the transactions contemplated by this Agreement), nor make any public announcement of, the transactions or terms of the transactions contemplated by this Agreement.

(c) The provisions of this Section 7.2 shall survive a termination of this Agreement pursuant to Section 11.1 below.

7.3. Conduct of Business Pending the Closing. From the date hereof until the Closing, and except as otherwise consented to by AmSurg in writing, GEC shall not, and the Owners shall cause GEC not to:

(a) fail to maintain in effect insurance coverage of the assets of the Center at minimum levels consistent with past practices and as in effect immediately prior to the date hereof;

(b) take any action, or fail to take any action, that would require disclosure pursuant to Section 4.7 if taken prior to the date of this Agreement; or

(c) fail to use good faith efforts to (i) maintain the assets of the Center in their present condition, reasonable wear and tear excepted, (ii) comply with all applicable laws, rules and regulations of governmental agencies or authorities, and (iii) operate its business as a going concern consistent with prior practice and in the ordinary course of business and in a manner reasonably necessary to maintain the goodwill of the Center.

7.4. Consents Under Significant Payor Agreements. The Owners will use commercially

reasonable efforts to assist the LLC in obtaining consents required under agreements with Significant Payors as a result of the consummation of the transactions contemplated hereby.

7.5. Notice of Adverse Change. The Owners will promptly advise AmSurg in writing of any material adverse change in the business, assets or prospects of the Center from the date of this Agreement to the Closing Date.

7.6. Schedules. The Owners shall have the continuing obligation to supplement or amend promptly the schedules being delivered by the Owners pursuant to this Agreement with respect to any matter hereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be set forth or described in the schedules.

7.7. Ownership and Investment Restrictions. No Owner nor any individual or other person directly or indirectly controlling, controlled by or under common control with any Owner (an "Affiliate") shall:

(a) have any direct or indirect ownership interest in, or manage, lease, develop or otherwise have any financial interest in any business or entity competing or planning to compete with the LLC (including, but not limited to, any ambulatory surgery center or any physician office in which surgical procedures are performed and for which facility fees, tray fees or other fees in addition to professional fees are charged) within a twenty-five (25) mile radius of the Center (the "Market Area"), or

(b) become an employee of a hospital or an Affiliate of a hospital that is located within the Market Area, or enter into any contract or other arrangement (whether as a result of his or her employment or otherwise) that requires or incentivizes him or her to perform procedures at any hospital or facility affiliated with a hospital in the Market Area; provided that any such requirements or incentives relating to out-of-network referrals imposed by any accountable care organization, third party payor or provider network shall not constitute a prohibited requirement or incentive to perform procedures at any hospital or facility affiliated with a hospital in the Market Area,

in each case described in Sections 7.7(a) and 7.7(b) until the later of (i) five (5) years from the date of this Agreement, or (ii) two (2) years after such Owner ceases to be a member of the LLC.

The foregoing shall not prohibit any Owner from (i) owning shares of capital stock constituting less than one percent (1%) of the outstanding capital stock of any corporation whose common stock is traded on a

national securities exchange, (ii) practicing medicine or performing surgical procedures at any facility, or (iii) receiving a reasonable fee in exchange for providing medical director services or call coverage to a tertiary hospital. The parties acknowledge and agree that this Section 7.7 does not require Owners who are physicians to perform surgical procedures at the Center or to refer patients to the Center, and imposes no restrictions on where such procedures are performed or where referrals are made.

Notwithstanding the foregoing, (i) the ownership by John Vainder, M.D. of a 0.2% ownership interest in North Shore Surgical Center, located at 3725 West Touhy Avenue, Lincolnwood, Illinois ("NSSC"), (ii) the ownership by Douglas Adler, M.D. of a 1.8% ownership interest in Golf Surgical Center, located at 8901 Golf Road, Des Plaines, Illinois ("GSC"), (iii) the ownership by Leela Prasad, M.D. of a 1.8% ownership interest in GSC, and (iv) the indirect ownership of Douglas Adler, M.D., Ronald Bloom, M.D., Kenneth Chi, M.D., Nina Merel, M.D. and Alan Shapiro, M.D. in GSC through their ownership interest in North Shore Gastroenterology (which owns a 1.8% ownership interest in GSC) shall not be deemed a violation of this Section 7.7; provided, that such persons shall not increase their respective ownership interests in NSSC or GSC. Further, the provisions of this Section 7.7 shall not restrict the medical practices of Caroline ter Rahe, M.D. (the spouse of Ronald Bloom, M.D.) or Susan Shapiro, M.D. (the spouse of Alan Shapiro, M.D.).

Each Owner who is a physician acknowledges and agrees that the enforcement of the provisions of this Section 7.7 against him would not prevent him from engaging in his profession, the practice of medicine.

Owners recognize and acknowledge that the ascertainment of damages in the event of a breach of this Section 7.7 would be difficult, and agree that AmSurg, in addition to all other remedies it may have, shall have the right to injunctive relief if there is such a breach. Notwithstanding the foregoing, in the event any Owner, or any of their respective Affiliates breaches the provisions of Section 7.7(b), such person shall pay to the LLC, as liquidated damages, an amount equal to (a) five (5) times the LLC Profit (as defined in the Operating Agreement) plus the LLC's interest expense for the preceding twelve (12) calendar months, minus (b) the LLC's outstanding Principal Indebtedness (as defined in the Operating Agreement), with this amount multiplied by such person's pro rata direct percentage ownership interest in the LLC (or such person's ownership interest in the LLC immediately prior to the termination of his or her membership in the LLC), it being acknowledged by the parties that the damages to the LLC in such event would be difficult to ascertain.

7.8. **Section 754 Election.** Owners agree that the LLC will make an election under § 754 of the Internal Revenue Code effective for the taxable period ending on the Effective Date.

8. CONDITIONS TO AMSURG'S OBLIGATIONS

AmSurg shall not be obligated to consummate the transactions contemplated hereby, unless each of the following conditions is fulfilled or performed (unless expressly waived in writing by AmSurg) prior to or at the Closing:

8.1. **Compliance.** The representations and warranties made by the Owners in this Agreement and the statements contained in the schedules attached hereto or in any instrument, list, certificate or writing delivered by the Owners pursuant to this Agreement shall be true when made and at and as of the time of the Closing as though such representations and warranties were made at and as of the Closing.

8.2. **Performance by the Owners.** The Owners shall have performed and complied with all covenants, agreements, obligations and conditions required by this Agreement to be so complied with or performed by each of them.

8.3. **Delivery of Documents.** The Owners shall have delivered to AmSurg the certificates, instruments and other documents required to be delivered by them pursuant to Section 3.3(b).

8.4. **Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred any event or condition of any character which has resulted in a material adverse effect, or may reasonably be expected to result in a material adverse effect, on the business, operations, financial condition or prospects of GEC, the LLC or the Center.

8.5. **Planning Board Approval.** AmSurg shall have received the approval for the CON by the DPH.

8.6. **Approval of Amendments or Supplements to Schedules.** In the event the Owners amend or supplement any schedule delivered by the Owners pursuant to this Agreement as provided in Section 7.6 of this Agreement, AmSurg shall be satisfied, in its sole and absolute discretion, with any such amendment or supplement.

9. CONDITIONS TO THE OWNERS' OBLIGATIONS

The Owners shall not be obligated to consummate the transactions contemplated hereby

unless each of the following conditions is fulfilled or performed (unless expressly waived in writing by the Owners) prior to or at the Closing:

9.1. **Compliance.** The representations and warranties made by AmSurg in this Agreement and the statements contained in the schedules attached hereto or in any instrument, list, certificate or writing delivered by AmSurg pursuant to this Agreement shall be true when made and at and as of the time of the Closing as though such representations and warranties were made at and as of the Closing.

9.2. **Performance by AmSurg.** AmSurg shall have performed and complied with all agreements, obligations and conditions required by this Agreement to be so complied with or performed by AmSurg.

9.3. **Delivery of Documents.** AmSurg shall have delivered to the Owners the certificates, instruments and other documents required to be delivered by AmSurg pursuant to Section 3.3(a).

9.4. **Planning Board Approval.** AmSurg shall have received the approval for the CON by the DPH.

10. INDEMNIFICATION

10.1. **Indemnification by Owners.** Owners, jointly and severally (except with respect to any breach of the representation in Section 5 or the violation of the covenant in Section 7.7, for which the Owners shall be severally liable), hereby agree to defend, indemnify and hold harmless AmSurg and shall reimburse AmSurg for, from and against each claim, loss, liability, cost and expense (including without limitation interest, penalties, costs of preparation and investigation, and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors but specifically excluding special, indirect, consequential, and punitive damages, other than special, indirect, consequential or punitive damages paid or payable to a third party) (collectively, "Losses"), directly or indirectly relating to, resulting from or arising out of:

(a) The business and operations of GEC and the Center through and including the Effective Date other than the liabilities listed on Schedule 1.2 and the liability for refunds payable to BCBS as set forth on "Interim Reconciliation" statements issued by BCBS with respect to claims for procedures with dates of service prior to the Effective Date.

(b) Any untrue representation, misrepresentation, breach of warranty or non-fulfillment of any covenant, agreement or other obligation by or of any Owner contained herein, any schedule hereto or in

any certificate, document or instrument delivered to AmSurg pursuant hereto.

(c) Any tax liability of GEC not previously paid, which may at any time be asserted or assessed against GEC or the LLC for any event or period prior to the Effective Date (regardless of whether the possibility of the assertion or assessment of any such tax liability shall have been disclosed to AmSurg at or prior to the Closing).

(d) Liability for any amounts owed by GEC or the LLC to any governmental third party or private payors because of overpayments to GEC or the LLC for services rendered to patients prior to the Effective Date, which liability is due to a recomputation of rates, field audit adjustments, overpayments or otherwise, other than the liability for refunds payable to BCBS as set forth on "Interim Reconciliation" statements issued by BCBS with respect to claims for procedures with dates of service prior to the Effective Date.

(e) Any other Loss incidental to any of the foregoing.

10.2. **Indemnification by AmSurg.** AmSurg hereby agrees to defend, indemnify and hold harmless the Owners, and shall reimburse the Owners for, from and against Losses directly or indirectly relating to, resulting from or arising out of:

(a) Any untrue representation, misrepresentation, breach of warranty or non-fulfillment of any covenant, agreement or other obligation by AmSurg, contained herein or in any certificate, document or instrument delivered to the Owners pursuant hereto.

(b) Any other Loss incidental to the foregoing.

10.3. **Procedure.**

(a) The indemnified party shall promptly notify the indemnifying party of any claim, demand, action or proceeding for which indemnification will be sought under Sections 10.1 or 10.2 of this Agreement, and, if such claim, demand, action or proceeding is a third party claim, demand, action or proceeding, the indemnifying party will have the right at its expense to assume the defense thereof using counsel reasonably acceptable to the indemnified party. The indemnified party shall have the right to participate, at its own expense, with respect to any such third party claim, demand, action or proceeding. In connection with any such third party claim, demand, action or proceeding, AmSurg, the LLC and Owners shall cooperate with each other and provide each other with access to relevant

books and records in their possession. No such third party claim, demand, action or proceeding shall be settled without the prior written consent of the indemnified party. If a firm written offer is made to settle any such third party claim, demand, action or proceeding and the indemnifying party proposes to accept such settlement and the indemnified party refuses to consent to such settlement, then: (i) the indemnifying party shall be excused from, and the indemnified party shall be solely responsible for, all further defense of such third party claim, demand, action or proceeding; and (ii) the maximum liability of the indemnifying party relating to such third party claim, demand, action or proceeding shall be the amount of the proposed settlement if the amount thereafter recovered from the indemnified party on such third party claim, demand, action or proceeding is greater than the amount of the proposed settlement.

(b) Notwithstanding the foregoing, no Owner shall be required to indemnify AmSurg for any amount in excess of its or his pro rata portion of the Purchase Price.

(c) Notwithstanding the foregoing, (i) Owners shall not be obligated to make any indemnification under Section 10.1 unless the aggregate amount of Losses exceeds \$10,000 (the "Basket"), and such indemnification with respect to such Losses shall be made by Owners only to the extent of such excess over the Basket, and (ii) AmSurg shall not be obligated to make any indemnification under Section 10.2 unless the aggregate amount of Losses exceeds the Basket, and such indemnification with respect to such Losses shall be made by AmSurg only to the extent of such excess over the Basket.

(d) In determining the Losses suffered by AmSurg for purposes of this Article 10, AmSurg's percentage ownership interest in the LLC shall be considered, as appropriate.

11. **TERMINATION OF AGREEMENT; SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

11.1. **Termination.** This Agreement shall terminate in its entirety upon written notice from one party to the other in the event (i) that the transactions contemplated by this Agreement have not been consummated on or before December 31, 2012, or such other date as the parties may mutually agree, (ii) of a material adverse effect pursuant to Section 8.4, (iii) of a material breach of this Agreement, or (iv) AmSurg, in its sole and absolute discretion, shall reject any amendment or supplement to any schedule delivered by the Owners pursuant to this Agreement as provided in Section 7.6 of

this Agreement. Upon termination of this Agreement, all obligations of the parties under this Agreement shall terminate, except that the termination of this Agreement shall not be deemed to release any party from any liability for a breach of this Agreement prior to such termination or to limit the right of a party to commence a proceeding for improper or wrongful termination of this Agreement.

11.2. Survival of Representations and Warranties. The representations and warranties contained herein shall survive the Closing Date and any investigation made by or on behalf of any party hereto, and shall survive for a period of twenty-four (24) months after the Closing Date (except for any Losses described in Section 10.1(c), which shall survive for the applicable statute of limitations, including any waivers thereof, Section 10.1(d), which shall not terminate, and any breach of the representations and warranties contained in Sections 4.6 and 4.9 with respect to professional malpractice claims arising before the Closing Date, which shall not terminate).

11.3. Indemnification as an Exclusive Remedy. The indemnification remedies set forth this Section 11 shall constitute the sole and exclusive remedies of the parties with respect to any matters arising under or relating to this Agreement, provided, however that the provisions of this Section 11.3 shall not prevent or limit a cause of action based on fraud or intentional misrepresentation.

12. MISCELLANEOUS

12.1. Expenses. All fees and expenses incurred by GEC and Owners, including without limitation legal fees and expenses, in connection with this Agreement will be borne by the Owners and all fees and expenses incurred by AmSurg, including without limitation legal fees and expenses, in connection with this Agreement will be borne by AmSurg; provided however, that the LLC shall pay for the costs and expenses incurred as a result of the CON and licensure process.

12.2. Assignability; Parties in Interest.

The Owners may not assign, transfer or otherwise dispose of any of their respective rights hereunder without the prior written consent of AmSurg. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective heirs, successors, assigns and legal or personal representatives of the parties hereto.

12.3. Entire Agreement; Amendments; Waiver. This Agreement, including the exhibits, schedules, lists

and other documents and writings referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties (including warranties of merchantability or fitness for particular purpose), covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors, assigns or legal personal representatives. Any condition to a party's obligations hereunder may be waived but only by a written instrument signed by the party entitled to the benefits thereof. Except with respect to the survival periods contained in Section 11.2, the failure or delay of any party at any time or times to require performance of any provision or to exercise its rights with respect to any provision hereof, shall in no manner operate as a waiver of or affect such party's right at a later time to enforce the same.

12.4. Severability. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

12.5. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested, by overnight courier service or by facsimile) as follows:

If to the Owners:

Ronald Bloom, M.D.
4711 Golf Road, Suite 500
Skokie, IL 60076
Fax: 847-677-1233

With a copy to:

Ungaretti & Harris LLP
3500 Three First National Plaza
Chicago, IL 60602
Attn: Sam Vinson
Fax: (312) 977-4405

If to AmSurg:

AmSurg Holdings, Inc.
20 Burton Hills Boulevard
Nashville, TN 37215
Attn: Christopher R. Kelly
Fax: (615) 665-0755

With a copy to:

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attn: J. James Jenkins, Jr.
Fax: (615) 742-2736

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

12.6. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

12.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; provided, however, that the several executed counterparts shall together have been signed by AmSurg and each of the Owners. All of such executed counterparts shall constitute one and the same instrument.

12.8. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The parties acknowledge that they have independently negotiated the provisions of this Agreement, that they have relied upon their own counsel as to matters of law and application and that neither party has relied on the other party with regard to such matters. The parties expressly agree that there shall be no presumption created as a result of either party having prepared in whole or in part any provisions of this Agreement.

12.9. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without regard to its conflict of laws rules.

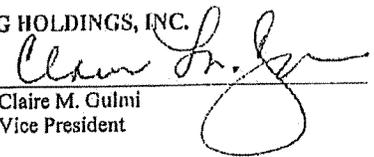
12.10. Waiver of Operating Agreement Provisions. By their execution of this Agreement, each of the Owners hereby consents to the purchase of the Purchased Interests by AmSurg and the admission of AmSurg as a member of GEC, and waives any provision of the operating agreement of GEC that would prevent AmSurg from being admitted as a member of GEC or

would otherwise limit AmSurg's rights as a member of GEC.

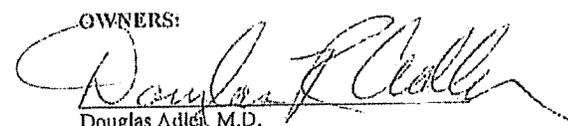
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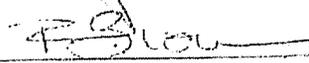
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

AMSURG HOLDINGS, INC.

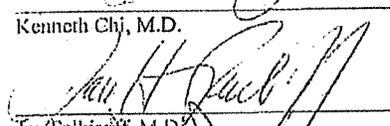
By: 
Name: Claire M. Gulmi
Title: Vice President

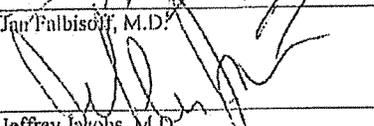
OWNERS:

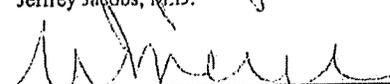

Douglas Adler, M.D.

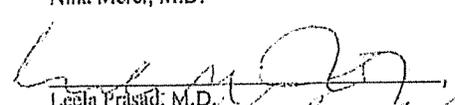

Ronald Bloom, M.D.

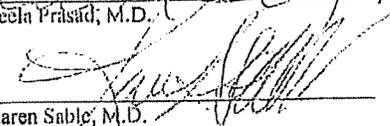

Kenneth Chi, M.D.

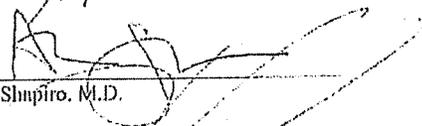

Jan Palbisoff, M.D.


Jeffrey Jacobs, M.D.


Nina Merel, M.D.


Leela Prasad, M.D.


Karen Sable, M.D.


Alan Shapiro, M.D.

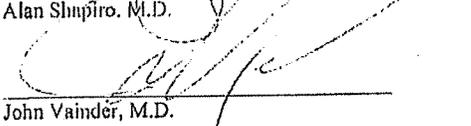

John Vainder, M.D.

EXHIBIT A

<u>Owner</u>	<u>Percentage Membership Interest Owned</u>
Douglas Adler, M.D.	13.3%
Ronald Bloom, M.D.	13.3%
Kenneth Chi, M.D.	6.7%
Jan Faibisoff, M.D.	6.7%
Jeffrey Jacobs, M.D.	13.3%
Nina Merel, M.D.	6.7%
Leela Prasad, M.D.	6.7%
Karen Sable, M.D.	13.3%
Alan Shapiro, M.D.	13.3%
John Vainder, M.D.	6.7%
Total	100.00%

EXHIBIT B

<u>Owner</u>	<u>Percentage Membership Interest to be Sold</u>
Douglas Adler, M.D.	6.783%
Ronald Bloom, M.D.	6.783%
Kenneth Chi, M.D.	3.417%
Jan Faibisoff, M.D.	3.417%
Jeffrey Jacobs, M.D.	6.783%
Nina Merel, M.D.	3.417%
Leela Prasad, M.D.	3.417%
Karen Sable, M.D.	6.783%
Alan Shapiro, M.D.	6.783%
John Vainder, M.D.	3.417%
Total	51.00%

10825231.7

MEMBERSHIP INTEREST PURCHASE AGREEMENT

Schedule 4.3 Page 1 of 5

Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

“Expenses of Operating the Center”

Attached.

For The Glen Endoscopy Center, LLC

Schedule 4.3

Page 2 of 5

The Glen Endoscopy Center, LLC [Glenview, IL]

EXPENSES	Due Diligence: Adjusted TTM Ended 6/30/2012	Seller's TTM Ended 6/30/2012	2011	2010
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SALARIES & BENEFITS:

Bonuses				
Bonus	-	-	-	-
Administrator Bonus	-	-	-	-
Center Director Bonus	-	-	-	-
sub- total "Clinical"	-	-	-	-

Salaries - No Detail				
Facility Salaries	484,695	484,695	469,761	451,939
	484,695	484,695	469,761	451,939

TOTAL SALARIES	484,695	484,695	469,761	451,939
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BENEFITS:

PENSION & 401(K)				
Retirement Plan - Employees	-	-	-	-
Retirement Plan Expenses	-	-	-	-
TOTAL PENSION	-	-	-	-

Employee Benefits				
Employee Insurance	34,480	34,480	30,830	25,047
Worker's Comp	3,373	3,373	3,442	3,511
Unemployment Insurance	1,489	1,489		
Insurance - Disability	9,553	9,553	9,553	
TOTAL INS.	48,895	48,895	43,825	28,558

Payroll Taxes				
Payroll Taxes	-	-	-	-
Fica	37,001	37,001	35,826	39,396
Futa	-	-	-	698
TOTAL TAX & OTHER	37,001	37,001	35,826	40,094

TOTAL TAX & BENE'S	85,896	85,896	79,651	68,652
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TOTAL SAL. WAGES & BENE.	570,591	570,591	549,412	520,591
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MEDICAL SUPPLIES

Supplies - Medical	146,346	146,346	136,712	157,099
	146,346	146,346	136,712	157,099

DRUGS

Supplies - Pharmacy	31,889	31,889	37,058	39,696
	31,889	31,889	37,058	39,696

Schedule 4.3

Page 3 of 5

The Glen Endoscopy Center, LLC [Glenview, IL]

EXPENSES	Due Diligence: Adjusted TTM Ended 6/30/2012	Seller's TTM Ended 6/30/2012	2011	2010
Linen & Uniforms	-	-	-	
Laundry	44,888	44,888	43,343	37,581
Uniforms	-	-	-	
	44,888	44,888	43,343	37,581
OFFICE SUPPLIES				
Supplies - Food Service	1,916	1,916	777	305
Supplies - Office Supplies	13,664	13,664	16,974	14,079
Printing	4,667	4,667	6,250	6,055
	20,247	20,247	24,001	20,439
Billing Fees				
Other Billing fees	1,096	1,096	994	2,347
	1,096	1,096	994	2,347
Contract Labor	3,263	3,263	3,263	2,200
	3,263	3,263	3,263	2,200
Management Fees: Nueterra				
% % OF NET	-	85,008	85,000	85,008
	-	85,008	85,000	85,008
Medical Director Fees	-	-	-	-
	-	-	-	-
Medical Consulting Fees	-	25,400	25,400	19,050
	-	25,400	25,400	19,050
Accounting Fees	-	4,875	5,234	5,591
Legal Fees	-	-	-	-
	-	4,875	5,234	5,591
Professional Fees				
Transcription	-	-	-	
Payroll Expenses	-	-	-	
Pharmacy	-	-	-	
Professional Fees Expense	-	-	-	
Security	-	-	-	
'Other Professional Services'	-	-	-	
HR Fee	-	-	-	
Other Professional Services	20,273	20,273	25,783	29,391
HR Fee	2,371	2,371	2,325	2,152
Hazard Waste	4,781	4,781	3,810	3,124

Schedule 4.3

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The Glen Endoscopy Center, LLC [Glenview, IL]

EXPENSES	Due Diligence: Adjusted TTM Ended 6/30/2012	Seller's TTM Ended 6/30/2012	2011	2010
Purchased Services	4,083	4,083	1,757	537
	<u>31,508</u>	<u>31,508</u>	<u>33,675</u>	<u>35,204</u>
Advertising				
Advertising	-	-	150	640
	<u>-</u>	<u>-</u>	<u>150</u>	<u>640</u>
Travel & Ent.				
Auto Expense	-	-	-	
Meals & Entertainment	1,658	1,658	1,981	3,046
Travel	5,264	5,264	3,996	2,465
	<u>6,922</u>	<u>6,922</u>	<u>5,977</u>	<u>5,511</u>
Patient Transport.				
Insurance	-	-	-	
Airplane Fuel	-	-	-	
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Malpractice & Director's Insurance				
Insurance - Directors	11,324	11,324	10,812	9,363
Insurance - Bonding	-	-	100	
Malpractice Insurance	13,235	13,235	13,242	19,123
	<u>24,559</u>	<u>24,559</u>	<u>24,154</u>	<u>28,486</u>
Licensing & Permits				
Licenses & Permits	8,482	1,048	610	8,502
	<u>8,482</u>	<u>1,048</u>	<u>610</u>	<u>8,502</u>
Taxes - Franchise & Sales Tax				
Franchise Tax	-	-	-	
Taxes - Property	-	-	-	
Sales Tax	-	-	-	
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other Operating Expenses				
Bank Charges	10,352	10,352	13,765	13,070
Dues & Subscriptions	636	636	477	482
Employee Dev - Education	2,228	2,228	540	875
Employee Dev - Recognition	8,018	5,498	8,025	4,738
Employee Dev - Recruitment	591	591	873	94
Postage & Freight	3,833	3,833	3,214	4,473
Physicians Relations	-	-	-	347
Meetings & Seminars	1,959	-	1,959	
Misc Expense	-	-	93	32
Telephone	8,936	8,936	9,617	9,704
Plug to Seller's P&L	3	3	-	
	<u>36,556</u>	<u>32,077</u>	<u>38,563</u>	<u>33,815</u>

Schedule 4.3

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The Glen Endoscopy Center, LLC [Glenview, IL]

EXPENSES	Due Diligence: Adjusted TTM Ended 6/30/2012	Seller's TTM Ended 6/30/2012	2011	2010
INTEREST - DEBT				
Interest Expense	6,405	6,405	11,388	20,697
	<u>6,405</u>	<u>6,405</u>	<u>11,388</u>	<u>20,697</u>
Taxes - Other				
Taxes - Other	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Amortization				
Amortization	18,672	18,672	18,672	18,672
	<u>18,672</u>	<u>18,672</u>	<u>18,672</u>	<u>18,672</u>
Depreciation				
Depreciation	19,315	19,315	22,092	22,092
	<u>19,315</u>	<u>19,315</u>	<u>22,092</u>	<u>22,092</u>
Property Taxes				
Personal Property Taxes	28,987	28,987	30,985	25,664
Real Estate Taxes	-	-	-	(7,998)
	<u>28,987</u>	<u>28,987</u>	<u>30,985</u>	<u>17,666</u>
RENT - Floorspace				
Rent - Building	339,147	332,366	367,245	323,404
	<u>339,147</u>	<u>332,366</u>	<u>367,245</u>	<u>323,404</u>
Rent - Equipment				
Equipment	110,292	102,574	95,871	136,719
	<u>110,292</u>	<u>102,574</u>	<u>95,871</u>	<u>136,719</u>
Housekeeping				
Maint - Housekeeping	25,963	25,963	24,065	26,084
	<u>25,963</u>	<u>25,963</u>	<u>24,065</u>	<u>26,084</u>
Utilities & Waste Disposal				
Utilities	15,187	15,187	14,635	20,148
Cable TV	127	127	218	816
	<u>15,314</u>	<u>15,314</u>	<u>14,853</u>	<u>20,964</u>
Repairs & Maint.				
Maintenance - Other	2,842	2,842	3,204	5,296
Maintenance - HVAC	6,319	6,319	6,643	5,173
Maintenance - security	1,376	1,376	1,376	1,747
Maintenance - Med Equip	17,614	17,614	14,465	8,400
Maintenance - Office Equipment	1,778	1,778	1,529	2,287
Computer Support	8,093	8,093	9,862	11,187
	<u>38,022</u>	<u>38,022</u>	<u>37,079</u>	<u>34,090</u>
TOTAL EXPENSES	<u>1,528,464</u>	<u>1,617,335</u>	<u>1,635,796</u>	<u>1,622,148</u>

MEMBERSHIP INTEREST PURCHASE AGREEMENT

Schedule 4.4(a) Page 1 of 3

Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

" Statements of charges and cash receipts by month for the year ended December 31, 2011
and the six (6) months ended June 30, 2012"

Attached.

For The Glen Endoscopy Center, LLC

Schedule 4.4(a)
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The Glen Endoscopy Center, LLC [Glenview, IL]
Revenue Statistics & Procedures

Month	Charges	Charge per Procedure	Adjustments	Gross Receipts	Refunds	Billing System Net Receipts	Collection PP	Collection %	A/R Balance	Avg Days in AR	Credit Balance (Apart of A/R)	AR Test	Total Cases	Total Procedures	DRM	BLOM
June-12	\$ 1,142,919	\$ 2,603	\$ 907,564	\$ 664,452	\$ 288,580	\$ 375,872	\$ 856	32.9%	\$ 1,041,709	26	(157,776)	-	315	439	44	64
May-12	\$ 1,196,045	\$ 2,556	\$ 869,625	\$ 579,598	\$ 364,545	\$ 215,052	\$ 460	18.0%	\$ 1,182,226	30	(156,277)	-	351	468	73	56
April-12	\$ 1,210,048	\$ 2,537	\$ 675,327	\$ 530,170	\$ 265,640	\$ 264,530	\$ 555	21.9%	\$ 1,070,858	28	-	-	362	477	47	42
Mar-12	\$ 1,170,103	\$ 2,549	\$ 853,144	\$ 722,422	\$ 312,384	\$ 410,038	\$ 893	35.0%	\$ 801,667	23	-	-	338	459	65	72
Feb-12	\$ 1,044,238	\$ 2,541	\$ 991,038	\$ 529,109	\$ 421,702	\$ 107,408	\$ 261	10.3%	\$ 894,746	24	-	-	300	411	48	49
Jan-12	\$ 926,560	\$ 2,539	\$ 917,823	\$ 629,080	\$ 332,740	\$ 296,340	\$ 812	32.0%	\$ 948,954	24	-	-	272	365	35	32
TOTAL	\$ 6,689,933	\$ 2,554	\$ 5,215,521	\$ 3,654,831	\$ 1,985,590	\$ 1,669,240	\$ 637	25.0%		26			1,928	2,619	312	315
														100%	12%	12%
Dec-11	1,413,483	\$ 2,547	797,812	778,860	262,494	516,366	\$ 930	36.5%	1,236,537	29	-	-	422	555	75	98
Nov-11	1,228,921	\$ 2,523	878,440	643,180	307,762	335,418	\$ 689	27.3%	1,137,232	30	-	-	363	487	80	70
Oct-11	1,194,540	\$ 2,542	664,934	498,672	273,313	225,358	\$ 479	18.9%	1,122,169	31	-	-	356	470	75	70
Sep-11	1,009,919	\$ 2,537	990,932	625,580	413,248	212,331	\$ 533	21.0%	817,922	24	-	-	295	398	55	50
Aug-11	1,052,696	\$ 2,543	633,474	525,964	200,812	325,151	\$ 785	30.9%	1,011,266	31	-	-	321	414	53	47
Jul-11	956,805	\$ 2,428	600,265	439,783	230,857	208,926	\$ 530	21.8%	917,196	29	-	-	296	394	68	66
Jun-11	891,777	\$ 2,410	493,668	490,380	3,482	486,898	\$ 1,316	54.6%	769,582	23	-	-	271	370	49	51
May-11	953,387	\$ 2,432	768,819	423,286	235,375	187,911	\$ 479	19.7%	858,370	26	-	-	300	392	52	46
Apr-11	1,137,338	\$ 2,420	684,009	497,461	226,773	270,688	\$ 576	23.8%	861,713	27	-	-	362	470	54	54
Mar-11	912,637	\$ 2,421	813,235	500,013	285,375	214,638	\$ 569	23.5%	679,072	22	-	-	293	377	69	52
Feb-11	856,817	\$ 2,400	839,087	478,281	379,778	96,503	\$ 276	11.5%	794,309	22	-	-	267	357	60	35
Jan-11	1,025,741	\$ 2,431	858,693	596,793	281,515	315,278	\$ 747	30.7%	875,082	21	-	-	314	422	44	44
TOTAL	12,634,061	\$ 2,474	9,024,368	6,498,252	3,100,764	3,397,467	\$ 665	26.9%		26			3,860	5,106	734	705
														100%	14%	14%
Dec-10	1,416,458	\$ 2,413	840,096	872,795	253,438	619,358	\$ 1,055	43.7%	1,024,312	24	-	-	450	567	101	98
Nov-10	1,272,053	\$ 2,414	933,706	561,668	275,346	286,321	\$ 543	22.5%	1,067,307	28	-	-	388	527	73	67
Oct-10	1,190,242	\$ 2,429	726,320	530,263	242,072	288,191	\$ 588	24.2%	1,015,282	28	-	-	367	490	46	65
Sep-10	1,024,679	\$ 2,411	685,734	523,388	232,200	291,188	\$ 685	28.4%	839,551	24	-	-	325	425	68	80
Aug-10	1,103,321	\$ 2,409	789,398	525,115	284,893	260,222	\$ 568	23.6%	791,793	22	-	-	347	458	52	44
Jul-10	959,068	\$ 2,392	933,513	536,718	263,268	273,450	\$ 682	28.5%	738,093	22	-	-	301	401	58	79
Jun-10	1,108,173	\$ 2,430	750,042	510,180	244,142	266,038	\$ 583	24.0%	985,988	29	-	-	343	456	69	59
May-10	990,582	\$ 2,309	659,141	534,525	233,722	300,803	\$ 701	30.4%	893,895	26	-	-	319	429	63	58
Apr-10	991,561	\$ 2,311	713,430	479,341	221,803	257,538	\$ 600	26.0%	863,257	26	-	-	330	429	75	74
Mar-10	1,075,435	\$ 2,308	735,011	496,419	279,972	216,447	\$ 464	20.1%	842,665	28	-	-	341	466	57	62
Feb-10	895,300	\$ 2,325	795,069	513,020	348,581	164,439	\$ 427	18.4%	718,688	26	-	-	292	385	62	37
Jan-10	752,438	\$ 2,315	579,240	561,594	223,035	338,560	\$ 1,042	45.0%	782,896	31	-	-	254	325	64	27
TOTAL	12,779,310	\$ 2,376	9,140,701	6,645,026	3,082,472	3,562,555	\$ 662	27.9%		26			4,057	5,378	788	750
														100%	15%	14%

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Month	FABISOFF	JACOBS	PRASAD	SABLE	SHAPIRO	VANDER	MEREL	CHI	GLAWS	GUPTA	MARECIK	PARK	QAZI	WILLIAMS
June-12	30	64	8	72	67	23	33	11			2	3	12	6
May-12	30	45	13	40	49	31	69	25		2	2	6	20	7
April-12	43	58	19	63	79	17	52	15		9	3	7	8	15
Mar-12	28	50	18	59	70	25	32	16	1			7	12	4
Feb-12	23	52		63	62	20	40	18			4		15	17
Jan-12	28	63	8	59	53	23	40	12	1	1			10	
TOTAL	182	332	66	356	380	139	266	97	2	12	11	23	77	49
	7%	13%	2%	14%	15%	6%	10%	4%	0%	0%	0%	1%	3%	2%
Dec-11	47	65	19	58	66	25	61	20		5	1		15	
Nov-11	31	56		49	68	27	61	34		2	4		5	
Oct-11	30	71	4	69	59	20	40	24		4			4	
Sep-11	29	54	6	52	66	21	43	16		3	2		1	
Aug-11	17	65	12	56	64	31	38	27			4			
Jul-11	12	60	8	54	51	27	32	11	2	1	2			
Jun-11	23	32	9	60	60	18	37	25		3	3			
May-11	28	69	8	53	67	26	19	14		1	4	5		
Apr-11	19	74	16	60	79	21	41	19		1	4	6		
Mar-11	15	52	3	48	51	21	45	18	1		2			
Feb-11	28	38	8	48	80	18	13	18	1		3	7		
Jan-11	43	47	10	68	75	27	38	23			2	1		
TOTAL	322	683	103	675	786	282	468	249	4	20	31	19	25	
	9%	13%	2%	13%	15%	6%	9%	5%	0%	0%	1%	0%	0%	0%
Dec-10	38	73	23	57	76	29	48	35		3		6		
Nov-10	42	66	16	73	88	33	38	24	1		3	3		
Oct-10	28	62	6	69	102	29	48	24	1	2	2	5		
Sep-10	-	48	16	57	72	19	46	10			3	6		
Aug-10	60	73	8	61	67	25	36	21		1	5	5		
Jul-10	16	59	11	37	51	15	45	22		1	4	3		
Jun-10	28	51	12	60	76	23	57	9		2	5	5		
May-10	22	59	7	45	79	24	46	21	2		2	1		
Apr-10	18	43	9	56	47	29	47	27				4		
Mar-10	18	60	-	54	88	43	45	28		1	2	7		
Feb-10	22	43	17	65	58	13	29	27			2	10		
Jan-10	27	35	-	51	45	19	33	22			4			
TOTAL	320	672	125	685	847	301	518	271	4	10	32	55		
	9%	12%	2%	13%	16%	6%	10%	5%	0%	0%	1%	1%	0%	0%

Month	FABISOFF	JACOBS	PRASAD	SABLE	SHAPIRO	VAINDER	MEREL	CHI	GLAWS	GUPTA	MARECIK	PARK	QAZI	WILLIAMS
June-12	30	64	8	72	67	23	33	11			2	3	12	6
May-12	30	45	13	40	49	31	69	25		2	2	6	20	7
April-12	43	58	19	63	79	17	52	15		9	3	7	8	15
Mar-12	28	50	18	59	70	25	32	16	1			7	12	4
Feb-12	23	52		63	62	20	40	18			4		15	17
Jan-12	28	63	8	59	53	23	40	12	1	1			10	
TOTAL	182	332	66	356	380	139	266	97	2	12	11	23	77	49
	7%	13%	3%	14%	15%	5%	10%	4%	0%	0%	0%	1%	3%	2%
Dec-11	47	65	19	58	66	25	61	20		5	1		15	
Nov-11	31	56		49	68	27	61	34		2	4		5	
Oct-11	30	71	4	69	59	20	40	24		4			4	
Sep-11	29	54	6	52	66	21	43	16		3	2		1	
Aug-11	17	65	12	56	64	31	38	27		4				
Jul-11	12	60	8	54	51	27	32	11	2	1	2			
Jun-11	23	32	9	60	60	18	37	25		3	3			
May-11	28	69	8	53	67	26	19	14		1	4	5		
Apr-11	19	74	16	60	79	21	41	19		1	4	6		
Mar-11	15	52	3	48	51	21	45	18	1		2			
Feb-11	28	38	8	48	80	18	13	18	1		3	7		
Jan-11	43	47	10	68	75	27	38	23			2	1		
TOTAL	322	683	103	675	786	282	468	249	4	20	31	19	25	
	9%	13%	2%	13%	15%	9%	9%	5%	0%	0%	1%	0%	0%	0%
Dec-10	38	73	23	57	76	29	48	35		3		6		
Nov-10	42	66	16	73	88	33	38	24	1		3	3		
Oct-10	29	62	6	69	102	29	48	24	1	2	2	5		
Sep-10	-	48	16	57	72	19	46	10			3	6		
Aug-10	60	73	8	61	67	25	36	21		1	5	5		
Jul-10	16	59	11	37	51	15	45	22		1	4	3		
Jun-10	28	51	12	60	76	23	57	9		2	5	5		
May-10	22	59	7	45	79	24	46	21	2		2	1		
Apr-10	18	43	9	56	47	29	47	27				4		
Mar-10	18	60	-	54	88	43	45	29		1	2	7		
Feb-10	22	43	17	65	58	13	29	27			2	10		
Jan-10	27	35	-	51	43	19	33	22			4			
TOTAL	320	672	125	685	847	301	518	271	4	10	32	55		

Month	Percentage
FABISOFF	6%
JACOBS	12%
PRASAD	2%
SABLE	13%
SHAPIRO	16%
VANDER	6%
MEREL	10%
CHI	5%
GLAWS	0%
GUPTA	0%
MARECIK	1%
PARK	1%
QAZI	0%
WILLIAMS	0%

MEMBERSHIP INTEREST PURCHASE AGREEMENT

Schedule 4.4(b) Page 1 of 10

Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

"Unaudited statements of income for the year ended December 31, 2011 and the six (6)
months ended June 30, 2012"

Attached.

For The Glen Endoscopy Center, LLC

Schedule 4.4(b)

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GLEN ENDOSCOPY CENTER, LLC Actual Income YTD Comparison NUETERRA HEALTHCARE

	Actual YTD June 2011	Actual YTD June 2012	Variance
REVENUES:			
Combined Revenues	\$3,042,654	\$3,690,758	\$648,104
Cases	2,231	2,416	185
Gross Revenue	3,042,654	3,690,758	648,104
Total Cases	2,231	2,416	185
REFUNDS-INSURANCE	1,633,906	1,983,324	(349,418)
REFUNDS-PATIENT	9,383	7,460	1,923
Total Revenue Adjustments	1,643,289	1,990,784	(347,495)
(Cum. Adjustment Rate)	54%	54%	0%
NET REVENUE	1,399,365	1,699,974	300,609
EXPENSES			
<i>Variable Costs:</i>			
SUPPLIES-MEDICAL	70,235	79,869	(9,634)
SUPPLIES-PHARMACY	21,953	16,784	5,169
SUPPLIES-FOOD SERVICE	377	1,516	(1,139)
SUPPLIES TOTAL	92,565	98,169	(5,604)
PURC. SERV.-LINEN/LAUNDRY	19,936	21,481	(1,545)
PURC. SERV.-HAZ. WASTE	1,753	2,724	(971)
BILLING & COLLECTION EXPENSES	449	551	(102)
MANAGEMENT FEES	42,496	42,504	(8)
Total Variable Costs	157,199	165,429	(8,230)
<i>Fixed Costs:</i>			
FACILITY SALARIES	230,900	245,834	(14,934)
SOCIAL SECURITY	17,585	18,760	(1,175)
HR FEE (SALARIES & WAGES)	1,189	1,235	(46)
UNEMPLOYMENT INSURANCE	8,072	9,561	(1,489)
WORKERS' COMP	1,532	1,463	69
EMPLOYEE INSURANCE	14,917	18,567	(3,650)
SALARIES, WAGES & BENEFITS	274,195	295,420	(21,225)
BLDG. LEASE	197,785	162,906	34,879
EQUIPMENT RENTAL	37,217	43,920	(6,703)
MAINTENANCE-OTHER	1,483	1,121	362
MAINT.-HOUSEKEEPING	11,970	13,868	(1,898)
MAINT.-HVAC	4,833	4,509	324
MAINT.-SECURITY	547	547	
MAINT.-MED. EQUIP.	2,739	5,888	(3,149)
MAINT.-OFFICE EQUIP.	222	471	(249)
OFFICE SUPPLIES	9,149	5,839	3,310
PRINTING	4,388	2,805	1,583
POSTAGE/FREIGHT	1,255	1,874	(619)
MEALS/ENTERTAINMENT	1,474	1,151	323
TRAVEL	1,816	3,084	(1,268)
DUES/PUBLICATIONS	250	409	(159)
MEETINGS/SEMINARS	1,959		1,959
PURC. SERVICES-OTHER	765	3,091	(2,326)
COMPUTER SUPPORT	6,464	4,695	1,769
BANK CHARGES	8,208	4,795	3,413
LICENSES/PERMITS	85	523	(438)
EMP. DEV.-EDUCATION	147	1,835	(1,688)
EMP. DEV.-RECOGNITION	2,877	350	2,527
EMP. DEV.-RECRUITMENT	282		282

Schedule 4.4(b)

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GLEN ENDOSCOPY CENTER, LLC Actual Income YTD Comparison NUETERRA HEALTHCARE

	Actual YTD June 2011	Actual YTD June 2012	Variance
ACCOUNTING FEES	\$5,233	\$4,874	\$359
CONSULTANTS-MEDICAL	12,700	12,700	
ADVERTISING	150		150
TELEPHONE	4,970	4,289	681
CABLE TELEVISION	91		91
UTILITIES	7,821	8,373	(552)
INSURANCE-BONDING	100		100
INSURANCE-MALPRACTICE	7		7
INSURANCE-DIRECTORS	3,158	3,670	(512)
TAXES	30,985	28,987	1,998
MISC. EXPENSE	93		93
OTHER PROFESSIONAL SRVCS	10,500	4,990	5,510
Total Fixed Costs	645,918	626,984	18,934
TOTAL EXPENSE	803,117	792,413	10,704
Earnings Before INT/TAX/DEPR	596,248	907,561	311,313
DEPRECIATION	(11,048)	(8,271)	2,777
AMORTIZATION EXPENSE	(9,337)	(9,337)	
INTEREST INCOME	1	1	
OTHER INCOME/LOSS	8,301	(378)	(8,679)
INTEREST EXPENSE	(6,918)	(1,935)	4,983
Total Other Income/Expense	(19,001)	(19,920)	(919)
NET INCOME	577,247	887,641	310,394
<i>(Profit Margin)</i>	41%	52%	11%

Schedule 4.4(b)

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GLEN ENDOSCOPY CENTER, LLC

Actual Income Statement

NUJETERRA HEALTHCARE

For the Month Ending June 30, 2012

	Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	YTD ACTUAL
REVENUES:							
Gastroenterology Cases	\$626,181	\$520,926	\$702,083	\$534,298	\$617,888	\$641,382	\$3,642,758
Gross Revenues	343	380	419	448	434	392	2,416
Gross Revenue	626,181	528,926	718,083	534,298	633,888	649,382	3,690,758
Total Cases	343	380	419	448	434	392	2,416
REFUNDS-INSURANCE	332,740	420,518	315,282	260,821	369,039	284,925	1,983,325
REFUNDS-PATIENT	1,184	1,184	2,295	326	3,655	7,460	7,460
Total Revenue Adjustments	332,740	421,702	317,577	260,821	369,365	288,580	1,990,785
(Cum. Adjustment Rate)	53%	80%	44%	49%	58%	44%	54%
NET REVENUE	293,441	107,224	400,506	273,477	264,523	360,802	1,699,973
EXPENSES							
Variable Costs:							
SUPPLIES-MEDICAL	12,830	15,440	9,226	13,733	16,604	12,036	79,869
SUPPLIES-PHARMACY	1,736	2,267	3,414	2,597	5,233	1,538	16,785
SUPPLIES-FOOD SERVICE	51	195	433	428	341	68	1,516
SUPPLIES TOTAL	14,617	17,902	13,073	16,758	22,178	13,642	98,170
PURC. SERV.-LINEN/LAUND	3,660	4,541	3,583	2,953	3,417	3,326	21,480
PURC. SERV.-HAZ. WASTE	356	356	356	414	828	414	2,724
BILLING & COLLECTION EX	7,084	131	140	79	88	114	552
MANAGEMENT FEES		7,084	7,084	7,084	7,084	7,084	42,504
Total Variable Costs	25,717	30,014	24,236	27,288	33,595	24,580	165,430
Fixed Costs:							
FACILITY SALARIES	36,115	36,889	57,523	38,974	37,791	38,542	245,834
SOCIAL SECURITY	2,756	2,815	4,390	2,974	2,884	2,941	18,760
HR FEE (SALARIES & WAGE	291	170	254	181	170	170	1,236
UNEMPLOYMENT INSURAN	2,365	1,999	2,871	1,165	680	481	9,561
WORKERS' COMP	240	247	247	240	240	247	1,461
EMPLOYEE INSURANCE	3,491	3,255	1,953	3,205	3,457	3,205	18,566
SALARIES, WAGES & BENEFI	45,258	45,375	67,238	46,739	45,222	45,586	295,418

Schedule 4.4(b)

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GLEN ENDOSCOPY CENTER, LLC

Actual Income Statement
 NUETERRA HEALTHCARE
 For the Month Ending June 30, 2012

	Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	YTD ACTUAL
BLDG. LEASE	\$28,262	\$28,262	\$28,262	\$21,530	\$28,262	\$28,327	\$162,905
EQUIPMENT RENTAL	10,828	7,275	8,053	8,808	8,957		43,921
MAINTENANCE-OTHER	100		812	64		145	1,121
MAINT.-HOUSEKEEPING	3,739	2,164	168	1,822	5,974		13,867
MAINT.-HVAC			2,271	313		1,926	4,510
MAINT.-SECURITY	171			171	205		547
MAINT.-MED. EQUIP.	1,048	697	3,365		778		5,888
MAINT.-OFFICE EQUIP.				264	7	200	471
OFFICE SUPPLIES	1,181	669	602	468	1,019	1,902	5,841
PRINTING		1,137	48			1,620	2,805
POSTAGE/FREIGHT	770	104	70	744	78	107	1,873
MEALS/ENTERTAINMENT	339		18	162	68	564	1,151
TRAVEL	767	1,028	6	494		790	3,085
DUES/PUBLICATIONS		335	74				409
PURC. SERVICES-OTHER	176	157	80	352	388	1,938	3,091
COMPUTER SUPPORT			1,695		802	3,000	4,695
BANK CHARGES	849	636	840	834		835	4,796
LICENSES/PERMITS						523	523
EMP. DEV.-EDUCATION		560		1,275			1,835
EMP. DEV.-RECOGNITION				350			350
ACCOUNTING FEES	888	1,318	1,468		1,200		4,874
CONSULTANTS-MEDICAL	6,350	100	100	6,250			12,700
TELEPHONE	714	713	723	711	718	710	4,289
UTILITIES	2,020	1,508	1,517	973	1,398	957	8,373
INSURANCE-DIRECTORS	615	608	608	615	615	608	3,669
TAXES			28,987				28,987
OTHER PROFESSIONAL SR	143	648	800	1,800	1,000	600	4,991
Total Fixed Costs	104,218	93,194	147,805	94,739	96,691	90,338	626,985
TOTAL EXPENSE	129,935	123,208	172,041	122,027	130,286	114,918	792,415
Earnings Before INT/TAX/DEPR	163,506	(15,984)	228,465	151,450	134,237	245,884	907,558
DEPRECIATION	(1,841)	(1,841)	(1,841)	(916)	(916)	(916)	(8,271)
AMORTIZATION EXPENSE	(1,556)	(1,556)	(1,556)	(1,556)	(1,556)	(1,556)	(9,336)
OTHER INCOME/LOSS	(378)						(378)
INTEREST EXPENSE	(508)	(436)	(341)	(292)	(212)	(146)	(1,935)
Total Other Income/Expense	(4,283)	(3,833)	(3,738)	(2,764)	(2,684)	(2,618)	(19,920)

Schedule 4.4(b)
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GLEN ENDOSCOPY CENTER, LLC

Actual Income Statement
NUETERRA HEALTHCARE

For the Month Ending June 30, 2012

	Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	YTD ACTUAL
NET INCOME	\$159,223	(\$19,817)	\$224,727	\$148,686	\$131,553	\$243,266	\$887,638
(Profit Margin)	54%	(18%)	56%	54%	50%	67%	52%

Schedule 4.4(b)

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GLEN ENDOSCOPY CENTER, LLC Actual Income YTD Comparison NUETERRA HEALTHCARE

	Actual YTD December 2010	Actual YTD December 2011	Variance
REVENUES:			
Combined Revenues	\$6,746,450	\$6,614,116	(\$132,334)
<i>Cases</i>	5,009	4,751	(258)
Gross Revenue	6,746,450	6,614,116	(132,334)
Total Cases	5,009	4,751	(258)
REFUNDS-INSURANCE	3,047,641	3,079,262	(31,621)
REFUNDS-PATIENT	33,764	21,890	11,874
Total Revenue Adjustments	3,081,405	3,101,152	(19,747)
<i>(Cum. Adjustment Rate)</i>	46%	47%	(1%)
NET REVENUE	3,665,045	3,512,964	(152,081)
EXPENSES			
<i>Variable Costs:</i>			
SUPPLIES-MEDICAL	157,099	136,712	20,387
SUPPLIES-PHARMACY	39,695	37,058	2,637
SUPPLIES-FOOD SERVICE	305	778	(473)
SUPPLIES TOTAL	197,099	174,548	22,551
PURC. SERV.-LINEN/LAUNDRY	37,580	43,343	(5,763)
PURC. SERV.-HAZ. WASTE	3,125	3,812	(687)
BILLING & COLLECTION EXPENSES	2,348	992	1,356
MANAGEMENT FEES	85,008	85,000	8
Total Variable Costs	325,160	307,695	17,465
<i>Fixed Costs:</i>			
FACILITY SALARIES	451,938	469,760	(17,822)
CONTRACT LABOR	2,200	3,263	(1,063)
SOCIAL SECURITY	39,396	35,827	3,569
HR FEE (SALARIES & WAGES)	2,153	2,325	(172)
UNEMPLOYMENT INSURANCE	698	9,551	(8,853)
WORKERS' COMP	3,513	3,441	72
EMPLOYEE INSURANCE	25,045	30,829	(5,784)
SALARIES, WAGES & BENEFITS	524,943	554,996	(30,053)
BLDG. LEASE	323,405	367,244	(43,839)
EQUIPMENT RENTAL	136,720	95,872	40,848
MAINTENANCE-OTHER	5,295	3,204	2,091
MAINT.-HOUSEKEEPING	26,086	24,064	2,022
MAINT.-HVAC	5,173	6,641	(1,468)
MAINT.-SECURITY	1,746	1,376	370
MAINT.-MED. EQUIP.	8,401	14,466	(6,065)
MAINT.-OFFICE EQUIP.	2,286	1,529	757
OFFICE SUPPLIES	14,080	17,028	(2,948)
PRINTING	6,055	6,249	(194)
POSTAGE/FREIGHT	4,472	3,214	1,258
MEALS/ENTERTAINMENT	3,046	1,980	1,066
TRAVEL	2,466	3,995	(1,529)
PHYSICIANS RELATIONS	347		347
DUES/PUBLICATIONS	482	477	5
MEETINGS/SEMINARS		1,959	(1,959)
PURC. SERVICES-OTHER	537	1,755	(1,218)
COMPUTER SUPPORT	11,186	9,862	1,324
BANK CHARGES	13,071	13,765	(694)
REAL ESTATE TAXES	(7,998)		(7,998)
LICENSES/PERMITS	8,502	610	7,892

Schedule 4.4(b)

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GLEN ENDOSCOPY CENTER, LLC Actual Income YTD Comparison NUETERRA HEALTHCARE

	Actual YTD December 2010	Actual YTD December 2011	Variance
EMP. DEV.-EDUCATION	\$875	\$540	\$335
EMP. DEV.-RECOGNITION	4,738	8,024	(3,286)
EMP. DEV.-RECRUITMENT	94	873	(779)
ACCOUNTING FEES	5,591	5,233	358
CONSULTANTS-MEDICAL	19,050	25,400	(6,350)
ADVERTISING	640	150	490
TELEPHONE	9,703	9,616	87
CABLE TELEVISION	816	218	598
UTILITIES	20,148	14,634	5,514
INSURANCE-BONDING		100	(100)
INSURANCE-MALPRACTICE	19,123	13,242	5,881
INSURANCE-DIRECTORS	9,364	10,812	(1,448)
TAXES	25,664	30,985	(5,321)
MISC. EXPENSE	32	93	(61)
OTHER PROFESSIONAL SRVCS	29,390	26,483	2,907
Total Fixed Costs	1,235,529	1,276,689	(41,160)
TOTAL EXPENSE	1,560,689	1,584,384	(23,695)
Earnings Before INT/TAX/DEPR	2,104,356	1,928,580	(175,776)
DEPRECIATION	(22,095)	(18,982)	3,113
AMORTIZATION EXPENSE	(18,674)	(18,674)	
INTEREST INCOME	10	2	(8)
OTHER INCOME/LOSS		39,890	39,890
INTEREST EXPENSE	(20,697)	(11,388)	9,309
Total Other Income/Expense	(61,456)	(9,152)	52,304
NET INCOME	2,042,900	1,919,428	(123,472)
<i>(Profit Margin)</i>	56%	55%	(1%)

Schedule 4.4(b)

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GLEN ENDOSCOPY CENTER, LLC
 Actual Income Statement
 NUETERRA HEALTHCARE
 For the Month Ending December 31, 2011

	Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	Actual July	Actual August	Actual September	Actual October	Actual November	Actual December	YTD ACTUAL
EMP. DEV.-EDUCATION			\$147					\$80	\$313			5,148	\$540
EMP. DEV.-RECOGNITION					357	2,520			81	510			6,025
EMP. DEV.-RECRUITMENT			2,336	96	186								873
ACCOUNTING FEES	6,350		100	2,898			6,350						5,234
CONSULTANTS-MEDICAL			150	6,250						6,350			25,400
ADVERTISING			842	818	846	822	828	836	823	788	660	712	150
TELEPHONE	825	91	1,986	761	1,174	1,738	1,086	1,235	1,142	1,202	1,601	548	9,617
CABLE TELEVISION	1,132	1,030											218
UTILITIES	100	100											14,635
INSURANCE-BONDING													13,242
INSURANCE-MALPRACTICE	7								13,235				10,612
INSURANCE-DIRECTORS	531	524	30,985	524	531	524	531	4,066	1,226	615	608	608	30,985
TAXES													
MISC. EXPENSE						93							93
OTHER PROFESSIONAL SR	800	3,200		4,900	1,600		2,400	3,893	2,450	1,800	2,640	2,800	26,463
Total Fixed Costs	123,808	79,103	118,734	131,814	98,785	93,683	93,192	101,398	123,830	105,556	105,753	101,049	1,276,705
TOTAL EXPENSE	142,321	95,982	151,561	165,544	129,748	117,969	109,634	136,046	148,162	126,898	133,429	127,085	1,594,399
Earnings Before INTITAXID	195,055	(13,021)	77,027	112,857	76,109	148,213	117,212	182,395	288,938	90,589	207,440	445,771	1,928,565
DEPRECIATION	(1,841)	(1,841)	(1,841)	(1,841)	(1,841)	(1,841)	(1,841)	(1,841)	(1,841)	(1,841)	(1,841)	(1,272)	(18,979)
AMORTIZATION EXPENSE	(1,556)	(1,556)	(1,556)	(1,556)	(1,556)	(1,556)	(1,556)	(1,556)	(1,556)	(1,556)	(1,556)	(1,556)	(18,672)
OTHER INCOME/LOSS	(1,350)	(1,281)	(1,095)	(1,143)	(1,039)	(1,010)	(903)	(863)	(793)	(699)	(651)	(561)	(11,388)
INTEREST EXPENSE													
Total Other Income/Expense	(4,747)	(4,678)	(4,311)	(2,694)	(1,827)	(4,407)	(4,300)	(20,740)	(4,190)	(4,056)	(4,048)	(5,744)	(9,150)
NET INCOME	190,308	(17,659)	72,716	110,173	77,956	143,806	112,912	203,135	284,748	86,473	203,382	451,515	1,919,415
(Profit Margin)	56%	(21%)	32%	40%	39%	54%	50%	64%	65%	40%	60%	79%	55%

Schedule 4.4(c)

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GLEN ENDOSCOPY CENTER, LLC BALANCE SHEET

	<u>At 06/30/12</u>	<u>At 05/31/12</u>
ASSETS		
CURRENT ASSETS		
CASH	\$487,816.34	\$267,763.96
TOTAL CURRENT ASSETS	\$487,816.34	\$267,763.96
PROPERTY & EQUIPMENT		
FIXED MEDICAL EQUIPMENT	149,752.45	149,752.45
OFFICE EQUIPMENT	14,879.82	14,879.82
FURNITURE & FIXTURES	120,871.87	120,871.87
COMPUTER SOFTWARE	19,848.88	19,848.88
COMPUTER HARDWARE & COMMUNICATION EQUIPMENT	133,733.25	133,733.25
LEASEHOLD IMPROVEMENTS	526,189.98	526,189.98
LAND IMPROVEMENTS	1,500.00	1,500.00
ACCUMULATED DEPRECIATION	(625,825.05)	(624,909.30)
TOTAL PROPERTY & EQUIPMENT	\$340,951.20	\$341,866.95
OTHER ASSETS		
ORGANIZATION COSTS	238,661.60	238,661.60
GOODWILL	280,107.00	280,107.00
ACCUM AMORT - ORGANIZATION COSTS	(324,517.10)	(322,960.93)
TOTAL OTHER ASSETS	\$194,251.50	\$195,807.67
TOTAL ASSETS	<u>\$1,023,019.04</u>	<u>\$805,438.58</u>
CURRENT LIABILITIES		
ACCRUAL OTHER		5,707.09
TOTAL CURRENT LIABILITIES		\$5,707.09
LONG-TERM LIABILITIES		
NOTES PAYABLE	19,993.43	39,970.97
TOTAL LONG-TERM LIABILITIES	\$19,993.43	\$39,970.97
TOTAL LIABILITIES	<u>\$19,993.43</u>	<u>\$45,678.06</u>
MEMBER CONTRIBUTION	580,174.00	580,174.00
MEMBER DISTRIBUTIONS	(5,460,014.81)	(5,460,014.81)
RETAINED EARNINGS	4,995,223.88	4,995,223.88
NET INCOME	887,642.54	644,377.45
TOTAL CAPITAL	<u>\$1,003,025.61</u>	<u>\$759,760.52</u>
TOTAL LIABILITIES & CAPITAL	<u>\$1,023,019.04</u>	<u>\$805,438.58</u>

MEMBERSHIP INTEREST PURCHASE AGREEMENT

Schedule 4.4(d) Page 1 of __

Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

"Summary of patient accounts receivable as of Closing."

Seller will provide AmSurg with a detailed A/R as of closing, within ten (10) business days of the Closing date, which will be attached to this schedule.

For The Glen Endoscopy Center, LLC

MEMBERSHIP INTEREST PURCHASE AGREEMENT

Schedule 4.5 Page 1 of 4

Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

"Assets"

Attached.

For The Glen Endoscopy Center, LLC

The Glen Endoscopy Center, LLC [59306]
Depreciation Expense
Federal

01/01/2012 - 12/31/2012

Schedule 4.5
Page 2 of 4

36-4486546
01/01/2012 - 12/31/2012
Sorted: General - category

Sys tem No.	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Special Allowance	Sec. 179/ Bonus / (Cur. Yr. Only)	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation/ (Sec. 179)	Total Depreciation/ (Sec. 179)
Computer Equipment										
1	COMPUTER EQUIPMENT	11/18/2004	M / MQ	5.0000	12,759	6,380	0	12,759	0	12,759
26	DELL POWER EDGE 2900	12/20/2006	M / MQ	5.0000	9,371	0	0	9,371	0	9,371
20	Computer Equipment	10/29/2007	M / HY	5.0000	975	0	0	975	0	975
33	OPTIPLEX GX755	6/17/2008	M / HY	5.0000	1,245	0	0	1,245	0	1,245
37	Caris Diagnostics Provation	7/30/2009	M / HY	5.0000	90,000	0	0	90,000	0	90,000
38	Computer Equipment- Caris Diaan	1/14/2010	M / HY	5.0000	19,383	0	0	19,383	0	19,383
	Subtotal: Computer Equipment				133,733	6,380	0	133,733	0	133,733
	Less dispoitions and exchanges:				0	0	0	0	0	0
	Net for: Computer Equipment				133,733	6,380	0	133,733	0	133,733
Computer Software										
2	COMPUTER SOFTWARE	11/18/2004	SL / FM	3.0000	14,300	7,150	0	14,300	0	14,300
31	Computer Software	10/29/2007	SL / N/A	3.0000	549	0	0	549	0	549
40	Computer Software	4/22/2009	SL / FM	3.0000	5,000	0	0	5,000	0	5,000
	Subtotal: Computer Software				19,849	7,150	0	19,849	0	19,849
	Less dispoitions and exchanges:				0	0	0	0	0	0
	Net for: Computer Software				19,849	7,150	0	19,849	0	19,849
Furniture										
3	FURNITURE	11/18/2004	M / MQ	7.0000	27,711	13,856	0	27,711	0	27,711
8	PERSONAL PROPERTY	11/18/2004	M / MQ	7.0000	82,797	41,399	0	82,797	0	82,797
14	FILING CABINETS	4/1/2006	M / MQ	7.0000	2,061	0	0	2,061	0	2,061
15	HENRICKSEN - FURNITURE	12/1/2006	M / MQ	7.0000	6,384	0	0	6,384	0	6,384
21	TV/MONITOR	12/19/2006	M / MQ	5.0000	1,918	0	0	1,918	0	1,918
	Subtotal: Furniture				120,871	55,255	0	120,871	0	120,871
	Less dispoitions and exchanges:				0	0	0	0	0	0
	Net for: Furniture				120,871	55,255	0	120,871	0	120,871
Land Improvements										
9	LAND IMPROVEMENTS	11/18/2004	M / MQ	15.0000	1,500	750	0	1,151	44	1,195
	Subtotal: Land Improvements				1,500	750	0	1,151	44	1,195
	Less dispoitions and exchanges:				0	0	0	0	0	0
	Net for: Land Improvements				1,500	750	0	1,151	44	1,195
Leasehold Improvements										
4	LEASEHOLD IMPROVEMENTS	11/18/2004	MSL / MM	39.0000	426,857	0	0	77,983	10,945	88,928
11	LEASEHOLD IMPROVEMENTS	1/1/2005	M / MQ	5.0000	6,866	0	0	6,866	0	6,866
22	PROCEDURE ROOM - SPECIAL P	12/5/2006	M / MQ	5.0000	74,916	0	0	74,916	0	74,916
27	PROCEDURE ROOM SPECIAL PL	1/12/2007	M / HY	5.0000	10,794	0	0	10,794	0	10,794
34	CARPET IN RECEPTION AREA	8/26/2008	M / HY	7.0000	2,092	0	0	2,092	0	2,092
39	Leasehold Improvements- Water F	10/21/2010	M / HY	7.0000	4,665	0	0	4,665	0	4,665
	Subtotal: Leasehold Improvements				526,190	0	0	177,316	10,945	188,261

Schedule 4.5
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The Glen Endoscopy Center, LLC [59306]
Depreciation Expense
Federal

01/01/2012 - 12/31/2012

Sys term No.	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Special Allowance	Sec. 179 / Bonus / (Cur. Yr. Only)	Beg. Accum. Depreciation / (Sec. 179)	Current Depreciation / (Sec. 179)	Total Depreciation / (Sec. 179)
Less dispositions and exchanges:										
Net for: Leasehold Improvements										
					526,190	0	0	177,316	10,945	188,261
Medical Equipment										
5	MEDICAL EQUIPMENT	11/18/2004	M / MQ	5.0000	59,023	29,512	0	59,023	0	59,023
10	MEDICAL EQUIPMENT	11/18/2004	M / MQ	5.0000	9,851	4,926	0	9,851	0	9,851
12	MV-2 DISINFECTOR	11/2/2005	M / MQ	5.0000	17,975	0	0	17,975	0	17,975
19	CRITICARE SYSTEMS, INC.	12/6/2006	M / MQ	5.0000	20,555	0	0	20,555	0	20,555
23	MCKESSON MEDICAL-SURGICAL	12/6/2006	M / MQ	5.0000	1,793	0	0	1,793	0	1,793
24	MEDICAL EQUIPMENT - OLYMPUS	12/6/2006	M / MQ	5.0000	13,030	0	0	13,030	0	13,030
25	ELECTROSURGICAL GENERATOR	12/12/2006	M / MQ	5.0000	8,471	0	0	8,471	0	8,471
28	MOBILECARE STRETCHERS	1/30/2007	M / HY	5.0000	10,926	0	0	10,926	0	10,926
29	VIDEO PROCEDURE CART	2/5/2007	M / HY	5.0000	3,462	0	0	3,462	0	3,462
30	CRITICARE MEDICAL EQUIPMENT	2/27/2007	M / HY	5.0000	4,182	0	0	4,182	0	4,182
32	Medical Equipment	11/6/2007	M / HY	5.0000	483	0	0	483	0	483
	Subtotal: Medical Equipment				149,751	34,438	0	149,751	0	149,751
Less dispositions and exchanges:										
Net for: Medical Equipment										
					149,751	34,438	0	149,751	0	149,751
Office Equipment										
6	OFFICE EQUIPMENT	11/18/2004	M / MQ	5.0000	2,338	1,169	0	2,338	0	2,338
17	PHASER 6530 DP PRINTER	1/6/2006	M / MQ	5.0000	2,021	0	0	2,021	0	2,021
18	STEREO SYSTEM	3/7/2006	M / MQ	5.0000	1,783	0	0	1,783	0	1,783
16	KYOCERA DIGITAL COPIER	8/7/2006	M / MQ	5.0000	5,100	0	0	5,100	0	5,100
35	SCANNER AND WORKSTATION	3/11/2008	M / HY	5.0000	3,638	0	0	3,638	0	3,638
	Subtotal: Office Equipment				14,880	1,169	0	14,880	0	14,880
Less dispositions and exchanges:										
Net for: Office Equipment										
					14,880	1,169	0	14,880	0	14,880
Subtotal:										
					966,774	105,142	0	617,551	10,989	628,540
Less dispositions and exchanges:										
Grand Totals:										
					966,774	105,142	0	617,551	10,989	628,540

Schedule 4.5

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5/2/2012
4:09:05PM

The Glen Endoscopy Center, LLC [59306]
Amortization Expense
Federal

01/01/2012 - 12/31/2012

36-4486546
01/01/2012 - 12/31/2012
Sorted: General - category

Sys term No.	Description	Date In Service	Amort. Code Sec.	Life	Cost / Other Basis	Special Allowance	Beg. Accum. Amortization	Current Amortization	End. Accum. Amortization
Pre-Opening Costs									
7	STARTUP COSTS	11/18/2004	Unassigned	60.00000	238.662	0	238.661	0	238.661
	Subtotal: Pre-Opening Costs				238.662	0	238.661	0	238.661
	Less dispositions and exchanges:				0	0	0	0	0
	Net for: Pre-Opening Costs				238.662	0	238.661	0	238.661
Unassigned									
13	STEP-UP GOODWILL	12/31/2006	Sec. 197	180.00000	77.894	0	25.965	5.193	31.158
36	Glaws redemption Goodwill	4/4/2008	Unassigned	180.00000	202.213	0	50.554	13.481	64.035
	Subtotal: Unassigned				280.107	0	76.519	18.674	95.193
	Less dispositions and exchanges:				0	0	0	0	0
	Net for: Unassigned				280.107	0	76.519	18.674	95.193
	Subtotal:				518.769	0	315.180	18.674	333.854
	Less dispositions and exchanges:				0	0	0	0	0
	Grand Totals:				518.769	0	315.180	18.674	333.854

MEMBERSHIP INTEREST PURCHASE AGREEMENT

Schedule 4.9 Page 1 of 1

Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

"Litigation"

None.

For The Glen Endoscopy Center, LLC

MEMBERSHIP INTEREST PURCHASE AGREEMENT

Schedule 4.10 Page 1 of 1

Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

"Compliance With Laws and Other Regulations"

All required licenses, permits, certificates, authorizations and agreements are listed below:

State License Number – 7002892; exp. 11/17/2012
Medicare Certification Number – 14C000112
Medicare PTAN – 210929
CLIA Waiver Permit Number – 14D1026299; exp. 6/01/2014
DEA Number – BG7436771; exp. 09/30/2013
Railroad Medicare Number – not provided
TriCare North - 364486546

For The Glen Endoscopy Center, LLC

MEMBERSHIP INTEREST PURCHASE AGREEMENT

Schedule 4.11 Page 1 of 6

Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

Significant Payors

Attached.

For The Glen Endoscopy Center, LLC

Schedule 4.11

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The Glen Endoscopy Center LLC
Payer Transaction Summary

Group By: Payer

Payer:	Billing (B)	Billing Adjustment (A)	Additional Charge (L)	Contractual Write-off (C)	Bad Debt Write-off (D)	Total Write-off (C+D)	Adjustment (J)	Payment (P)	Refund (R)	Collected (P-R)
100 United Health Care	1,161,926.00	2,562.00	-	756,473.61	5,137.06	761,610.67	37.87	274,409.44	336.00	274,073.44
102 Uni Care	2,562.00	-	-	2,010.00	-	2,010.00	-	552.00	-	552.00
103 AmeriHealth/PHCS	5,137.00	-	-	3,916.75	-	3,916.75	-	1,220.25	-	1,220.25
105 PHCS	23,826.00	-	-	17,230.45	-	17,230.45	-	5,975.86	-	5,975.86
108 Aetna	807,635.00	-	-	673,433.46	737.92	674,171.38	2,562.86	118,946.74	-	118,946.74
110 Cigna	488,541.00	-	-	309,749.65	0.20	309,749.85	(962.21)	88,620.49	751.66	87,868.83
112 Core Source Inc.	12,752.00	-	-	8,917.81	-	8,917.81	-	2,972.77	-	2,972.77
113 Physicians Benefit Trust	12,849.00	-	-	11,049.00	-	11,049.00	-	1,154.53	-	1,154.53
114 Humana	465,859.00	-	-	306,735.92	-	306,735.92	(10.85)	121,138.22	-	121,138.22
116 AARP	-	-	-	140.00	-	140.00	-	6,883.05	-	6,883.05
117 Great West	74,597.00	-	-	37,370.50	-	37,370.50	-	6,403.29	-	6,403.29
118 Mutual Of Omaha Companies	-	-	-	-	-	-	-	7,258.62	-	7,258.62
121 American Family Insurance	-	-	-	-	-	-	-	-	-	-
125 United American Insurance Company	-	-	-	-	-	-	-	290.78	-	290.78
129 Country Companies	-	-	-	-	-	-	-	301.05	-	301.05
133 Tricare	66,715.00	-	-	42,517.50	-	42,517.50	6,111.00	11,178.62	-	11,178.62
139 Bankers Life And Casualty Co	-	-	-	-	-	-	-	261.84	-	261.84

Schedule 4.11
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140	USAA Life Insurance	-	-	-	-	-	74.53	-	74.53
146	Meritain Health/first health	7,725.00	-	1,975.00	-	-	600.00	-	600.00
147	State Farm Health Insurance	-	-	-	-	-	109.96	-	109.96
151	NEIHBP	-	-	-	-	-	144.80	-	144.80
154	American Heritage Life Insurance Company	2,440.00	-	1,646.80	-	-	202.47	-	202.47
155	Golden Rule	61,445.00	-	46,849.60	-	-	11,956.97	-	11,956.97
157	NCAS GROUP HEALTH	-	-	-	-	-	164.99	-	164.99
158	Chicago Graphic Arts Health & Welfare fu	-	-	-	-	-	-	-	-
159	Sterling Option 1	-	-	-	-	-	74.53	-	74.53
166	Bankers Fidelity	-	-	-	-	-	74.53	-	74.53
170	Professional Benefit Administration/phcs	12,836.00	-	9,750.03	-	-	4,965.51	-	4,965.51
172	Midwest Operating Engineers	5,137.00	-	-	-	-	260.86	-	260.86
173	Principal/ PHCS	(2,452.00)	-	1,840.00	-	-	540.00	-	540.00
174	APWU Health Plan	-	-	-	-	-	74.53	-	74.53
176	Beech Street	-	-	-	-	(2.45)	2.45	-	2.45
185	Continental Life Insurance Co	-	-	-	-	-	74.53	-	74.53
187	HFN	30,454.00	-	6,054.00	-	-	11,552.40	-	11,552.40
188	Marsh Affinity Group Services	-	-	-	-	-	87.97	-	87.97
190	Philadelphia American Life Insurance	-	-	-	-	-	406.09	-	406.09
192	Allied Benefits Systems / PHCS	38,573.00	-	32,157.58	-	-	7,974.44	-	7,974.44
194	Guardian / PHCS	1,500.00	-	656.23	-	-	1,024.59	-	1,024.59
196	Starnark/Trustmark/phcs	5,150.00	-	1,975.00	-	-	540.00	-	540.00
200	Medicare	4,207,404.00	1,090.00	3,570,182.65	407.90	3,570,590.55	410,017.23	347.70	409,669.53
201	Railroad Medicare	10,287.00	-	-	-	-	310.99	-	310.99
202	Group Administrators/phcs	2,575.00	-	5,328.99	-	-	1,875.14	-	1,875.14
203	Assurant Health/phcs	17,774.00	-	9,064.36	-	-	1,918.77	-	1,918.77
204	Benefit Administrative System/phcs	7,712.00	-	7,296.45	-	-	1,799.85	-	1,799.85

Schedule 4.11
Page 4 of 6

205	Christian Brothers /PHCS	10,300.00	-	1,975.00	-	1,975.00	-	600.00	-	600.00
209	CBCA Administrators /phcs	-	-	-	54.98	54.98	-	54.98	-	54.98
219	Health Partners	-	-	1,816.00	-	1,816.00	-	636.00	-	636.00
223	Benefit Systems & Servicees /phcs	2,575.00	-	-	-	-	-	-	-	-
300	ILLINOIS MEDICAID	97,453.00	-	34,109.75	12,004.00	46,113.75	-	3,381.64	-	3,381.64
301	Illinois Medicaid	-	-	-	-	-	-	4,133.69	-	4,133.69
400	BlueCross BlueShield	5,669,464.00	-	3,410,161.01	7,025.90	3,417,186.91	(426.19)	5,479,725.74	3,414,944.03	2,064,781.71
600	Self Pay	34,975.00	300.00	-	72,065.27	81,558.27	(58.62)	534,817.53	27,758.51	507,059.02
667	Transworld Systems	-	-	-	(3,515.01)	(3,515.01)	(795.80)	3,070.86	-	3,070.86
1004	AFLAC	-	-	-	-	-	-	109.96	-	109.96
1010	Plumbers Welfare	-	-	-	-	-	-	77.89	-	77.89
1012	Rocky Mountain Health Plans	9,976.00	-	5,115.51	-	5,115.51	-	2,020.49	-	2,020.49
1014	Sheet Metal Workers	2,575.00	-	1,939.00	-	1,939.00	-	710.53	-	710.53
1016	Oxford Health Plans	7,699.00	-	3,027.00	-	3,027.00	-	1,710.00	-	1,710.00
1017	Physicians Mutual	-	-	-	-	-	-	159.85	-	159.85
1018	Principal Life Insurance	-	-	-	-	-	-	255.35	-	255.35
1022	Healthlink	54,010.00	-	42,070.00	-	42,070.00	-	7,181.73	-	7,181.73
1023	Medical Mutual	2,452.00	-	1,752.00	-	1,752.00	-	630.00	-	630.00
1027	ChampVa	-	-	-	-	-	-	521.96	-	521.96
1029	Equitable Life & Casualty Ins.	-	-	-	-	-	-	163.37	-	163.37
1035	Chicago Plastering Health & Welfare	-	-	-	-	-	-	-	-	-
1050	Country Life Insurance Co.	-	-	-	-	-	-	446.57	-	446.57
1051	Transamerica	-	-	-	-	-	-	-	-	-
1052	Trustmark Ins	15,424.00	-	11,049.00	-	11,049.00	-	256.83	-	256.83
1053	Spraying Systems Co	2,562.00	-	768.60	-	768.60	-	1,614.06	-	1,614.06
1054	Everence	-	-	-	-	-	-	223.09	-	223.09

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1062	Student Resources	5,018.00	-	3,108.00	-	3,108.00	-	1,814.50	-	1,814.50
1069	Mid-West National Life Ins	2,575.00	-	772.50	-	772.50	-	242.00	-	242.00
1073	American National Life Ins Co of Tx	2,575.00	-	1,375.00	-	1,375.00	-	1,200.00	-	1,200.00
1074	Government Personnel Mutual Life Insuran	-	-	-	-	-	-	74.53	-	74.53
1075	Allied National	2,575.00	-	1,121.64	-	1,121.64	-	303.55	-	303.55
1076	MVP Health Care	5,150.00	-	3,878.00	-	3,878.00	-	1,272.00	-	1,272.00
1077	Celtic Individual Health	2,575.00	-	1,751.35	-	1,751.35	-	823.65	-	823.65
1078	AMA insurance Agency Inc	-	-	-	-	-	-	70.86	-	70.86
1080	CBP Inc.	2,575.00	-	-	-	-	-	-	-	-
1081	Woodmen of the World Assured Life Assoc	-	-	-	-	-	-	183.99	-	183.99
1082	Administrative Concepts Inc	2,562.00	-	1,768.80	-	1,768.80	-	693.20	-	693.20
1083	SWSCHP	-	-	-	-	-	-	77.89	-	77.89
1084	NGS CoreSource	5,031.00	-	-	-	-	-	-	-	-
1085	Chartis Korea Claims	2,562.00	-	2,135.22	-	2,135.22	-	426.78	-	426.78
1086	Forethought Life Insurance	-	-	-	-	-	-	70.27	-	70.27
1087	Samba	-	-	-	-	-	-	77.89	-	77.89
1088	MYP Health Insurance Co	5,150.00	-	4,196.00	-	4,196.00	-	954.00	-	954.00
1090	Medico Insurance Co	-	-	-	-	-	-	116.83	-	116.83
1091	Medicare Supplement Operations	-	-	-	-	-	-	77.96	-	77.96
1092	Family Life Insurance Co	-	-	-	-	-	-	113.13	-	113.13
1093	Central States Indemnity	-	-	-	-	-	-	77.96	-	77.96
1094	Government Personnel Mutual of Life Ins.	-	-	-	-	-	-	49.96	-	49.96
1095	ARM Grp	5,137.00	-	3,916.75	-	3,916.75	-	576.20	-	576.20
1100	United Commercial Travelers of Amer.	-	-	-	-	-	-	638.29	-	638.29
1107	The Mail Handlers Benefit Plan	2,575.00	-	1,875.00	-	1,875.00	-	630.00	-	630.00
1108	Chesterfield Resources Inc	5,150.00	-	3,950.00	-	3,950.00	-	1,080.00	-	1,080.00
1114	Illini Care	10,287.00	-	8,961.00	-	8,961.00	-	1,326.00	-	1,326.00

Schedule 4.11
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1126	Western & Southern Benefits Dept	7,712.00	-	5,712.00	-	5,712.00	-	1,481.27	-	1,481.27
1140	UMR	12,862.00	-	11,923.00	-	11,923.00	-	5,392.23	-	5,392.23
1300	Mega Life & Health Insurance Co	5,150.00	-	2,503.73	-	2,503.73	-	125.82	-	125.82
Totals:		13,527,645.00	-	9,446,545.20	93,918.22	9,540,463.42	6,455.61	7,166,868.56	3,444,137.90	3,722,730.66

MEMBERSHIP INTEREST PURCHASE AGREEMENT

Schedule 4.15(a) Page 1 of 2

Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

"Employees"

Attached.

For The Glen Endoscopy Center, LLC

MEMBERSHIP INTEREST PURCHASE AGREEMENT

Schedule 4.15(a) Page 1 of 2

Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

"Employees"

Attached.

For The Glen Endoscopy Center, LLC

**OPERATING AGREEMENT OF
THE GLEN ENDOSCOPY CENTER, LLC**

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THIS OPERATING AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2012, by and between AmSurg Holdings, Inc., a Tennessee corporation ("AmSurg"), and each of the other persons listed on the signature page to this Agreement ("Owners") (each of AmSurg and Owners, together with the other persons who may become members under the terms of this Agreement, a "Member" and collectively, the "Members").

WITNESSETH:

WHEREAS, the Members have formed a limited liability company under and pursuant to the Act (as defined below) to conduct certain business as a limited liability company that owns and operates the Center and serves the suburban Chicago North Shore community and desire to set forth their mutual rights and obligations in this Agreement; and

WHEREAS, Owners have sold to AmSurg a portion of their membership interests in the LLC pursuant to a Membership Interest Purchase Agreement dated October 1, 2012.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

1. DEFINITIONS

When used in this Agreement, the following terms shall have the meanings set forth below:

- 1.1. "Act" means the Tennessee Revised Limited Liability Company Act, being Sections 48-249-101 *et seq.* of the Tennessee Code Annotated, as amended from time to time, and any corresponding provisions of any successor legislation.
- 1.2. "Affiliate," with respect to any individual or Entity, means any individual or other Entity directly or indirectly controlling, controlled by or under common control with such individual or Entity.
- 1.3. "Affiliated Physician" means any individual physician who directly or indirectly through another entity has an ownership interest in the LLC, is an Immediate Family Member of any individual who directly or indirectly through another entity has an ownership interest in the LLC, or is a grantor, trustee or beneficiary of any trust that is a Member.
- 1.4. "Agent" means any agent of the LLC, including any officer, director, employee, independent contractor, or agent of a Member acting on behalf of the LLC.

1.5. "Agreement" means this Operating Agreement, as amended from time to time.

1.6. "AmSurg" has the meaning set forth in the introductory paragraph hereof.

1.7. "AmSurg Corp." means AmSurg Corp., a Tennessee corporation and the sole shareholder of AmSurg.

1.8. "Articles of Organization" means the Articles of Organization of the LLC filed with the Secretary of State of the State of Tennessee, as amended from time to time.

1.9. "Available Cash Flow" means all cash funds of the LLC on hand at the end of each month, less (a) provision for payment of all outstanding and unpaid current cash obligations of the LLC at the end of such month (including those which are in dispute) and (b) provisions for reserves reasonably determined by the Board for anticipated operating expenses, capital expenditures and other contingencies (which may include debt service on LLC indebtedness and fees payable to Affiliates); provided, however, that proceeds from the disposition of all or substantially all of the LLC's capital assets shall not be included in Available Cash Flow.

1.10. "Board" means the Board of Directors of the LLC.

1.11. "Book Capital Account" has the meaning given to such term in Section 4.3 hereof.

1.12. "Capital Contribution" in respect of any Member means the amount of all cash and other property, tangible or intangible, contributed by such Member to the capital of the LLC. The initial capital account balance for each Member shall be as set forth on Exhibit A.

1.13. "Center" means the single-specialty, Medicare-certified, Illinois-licensed endoscopy ambulatory surgery center operated by the LLC and located in Glenview, Illinois including the real property, or leasehold improvements, furniture, fixtures, the Equipment, books, records, supplies, accounts receivable, goodwill, other intangibles and other assets used in its operation.

1.14. "Code" means the Internal Revenue Code of 1986, as amended from time to time, any corresponding provisions of any successor legislation, and the regulations adopted thereunder.

1.15. "Director" means, individually, any natural person serving on the Board.

1.16. "Dissolution Event" has the meaning given to such term in Section 13.2 hereof.

- 1.17. **"Entity"** means any corporation, partnership, trust, limited liability company or other entity.
- 1.18. **"Equipment"** means the equipment used in connection with the operation of the Center.
- 1.19. **"Financial Rights"** means a Member's rights as a member of the LLC (i) to share in the profits and losses of the LLC to the extent provided in this Agreement and (ii) to share in distributions to the extent provided in this Agreement.
- 1.20. **"Fundamental Regulatory Change"** means any change in federal or state law or regulation that results in (a) the referral of Medicare or any other patients to the Center by Owners, or the submission of claims to Medicare for services performed by or at the direction of Owners, becoming illegal, (b) the existence of a substantial likelihood that the receipt of cash distributions from the LLC to Owners is or will be found to be in violation of federal or state law, or (c) the ownership by Owners of Membership Interests in the LLC becoming illegal.
- 1.21. **"Governance Rights"** means all of a Member's rights as a member of the LLC other than Financial Rights and the right to assign Financial Rights.
- 1.22. **"Immediate Family Member"** means an individual's spouse, siblings, lineal ancestors and lineal descendants, and shall include step relations.
- 1.23. **"Information"** has the meaning given to such term in Section 8.10 hereof.
- 1.24. **"LLC"** means The Glen Endoscopy Center, LLC, a Tennessee limited liability company.
- 1.25. **"LLC Profit"** means net income of the LLC for the applicable period determined on an accrual basis in accordance with generally accepted accounting principles; provided, that in determining LLC Profit, any net income of the LLC attributable to direct or indirect referrals from, procedures performed by or other business generated by all Terminating Owners and their Affiliates shall be excluded from the net income of the LLC.
- 1.26. **"Market Area"** has the meaning given to such term in Section 8.2 hereof.
- 1.27. **"Medical Director"** means the person appointed by Owners and approved by the Board pursuant to Section 8.3.1 to provide medical supervision and to coordinate professional and clinical activities at the Center.
- 1.28. **"Members"** has the meaning set forth in the introductory paragraph hereof.
- 1.29. **"Membership Interest"** means a Member's interest in the LLC, which when expressed as a percentage of all Membership Interests in the LLC shall

- be equal to such Member's Membership Percentage. The Membership Interest shall consist of (a) the Member's Financial Rights, (b) the Member's right to assign Financial Rights to the extent permitted under this Agreement, and (c) the Member's Governance Rights.
- 1.30. **"Membership Percentage"** means the percentage interest of a Member as shown on Exhibit A, as amended from time to time as provided in Section 4.8 or 12.9 hereof or as otherwise required by this Agreement or the Code.
- 1.31. **"New Member"** has the meaning given such term in Section 12.7 hereof.
- 1.32. **"Officers"** means the President, Vice Presidents, Treasurer, Secretary, and any other person appointed to be an officer by the Board of the LLC.
- 1.33. **"Owners"** has the meaning set forth in the introductory paragraph hereof.
- 1.34. **"Performance Improvement Chairman"** means the person appointed by Owners and approved by the Board to provide oversight and coordinate the development and operation of the Center's performance improvement program.
- 1.35. **"Person"** means an individual, a general partnership, a limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation or any other legal or commercial entity.
- 1.36. **"Prime Rate"** means that rate of interest equal to the prime rate as published from time to time by SunTrust Bank in Nashville, Tennessee, or any successor thereto.
- 1.37. **"Principal Indebtedness"** means the principal amount of the LLC's indebtedness for borrowed money plus indebtedness for capitalized leases.
- 1.38. **"Responsible Person"** has the meaning given to such term in Section 48-249-115(a)(6) of the Act.
- 1.39. **"Successor"** means a Member's executor, administrator, guardian, conservator, other legal representative or successor in interest.
- 1.40. **"Tax Capital Account"** has the meaning given to such term in Section 4.4 hereof.
- 1.41. **"Tax Matters Member"** has the meaning given to such term in Section 11.6 hereof and shall also mean the "tax matters partner" as that term is used in the Code.
- 1.42. **"Treasury Regulations"** includes proposed, temporary and final regulations promulgated under the Code.
- 1.43. **"Triggering Event"** has the meaning given to such term in Section 8.11 hereof.

1.44. "Triggering Event Date" means the last day of the calendar month immediately preceding the month during which a Triggering Event occurs.

2. ORGANIZATION

2.1. **Formation; Effective Date.** The parties have formed the LLC by filing Articles of Organization and a Certificate of Merger with the Secretary of State of the State of Tennessee. This Agreement shall become effective upon execution by the Members as of the date first above written.

2.2. **Adoption of Agreement.** The Members hereby adopt this Agreement as the operating agreement of the LLC, as the term "operating agreement" is used in the Act, to set forth the rules, regulations and provisions regarding the management of the business of the LLC, the governance of the LLC, the conduct of its business and the rights and privileges of its members. The operating agreement of the LLC shall be in writing, and the terms of the operating agreement shall be as set forth in this Agreement.

2.3. **Name.** The name of the LLC shall be The Glen Endoscopy Center, LLC. The LLC may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The LLC shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

2.4. **Principal Place of Business.** The initial registered agent of the LLC shall be Claire M. Gulmi. The initial registered office and the principal executive office of the LLC shall be 20 Burton Hills Boulevard, Davidson County, Nashville, Tennessee 37215.

3. PURPOSES AND POWERS

3.1. **Purposes.** The general purposes of the LLC shall be to own and operate the Center and to carry on any and all activities necessary, proper, convenient or advisable in connection therewith. Without limiting the generality of the foregoing, a specific purpose of the LLC is to own and operate the Center and provide health care services customarily provided in an ambulatory surgery center consistent with Illinois-state licensure, including twenty-three (23) hour recovery services, if permitted by law, and providing such services to Medicaid and Medicare program enrollees.

3.2. **Powers.** The LLC may exercise all powers necessary or convenient to carry out its business and affairs and to effectuate the purposes set forth in Section 3.1 hereof which may be legally exercised by limited liability companies under the Act.

3.3. **Independent Medical Judgment.** No provision of this Agreement shall limit the independent medical judgment of any practicing physician with staff

privileges at the Center with regard to the providing of patient care. Further, nothing contained herein requires any practicing physician with staff privileges at the Center to use or recommend the use of facilities or services owned, operated or provided by the LLC.

4. CAPITAL CONTRIBUTIONS AND MEMBERSHIP INTERESTS

4.1. **Capital Contribution.** Each Member shall be credited with having contributed capital to the LLC in the amount set forth opposite such Member's name on Exhibit A hereto.

4.2. **Additional Contributions.** Members shall make additional Capital Contributions as may be determined from time to time by the Board in an amount proportional to their Membership Percentages. The timing, amount and terms of such additional Capital Contributions shall be determined by the Board. The Capital Contributions of each Member shall be made on the same terms and conditions.

4.3. **Book Capital Accounts.** Each Member shall have a capital account to which the fair market value of such Member's Capital Contribution shall be credited (the "Book Capital Account"). Each Member's share of the income, including tax-exempt income, expenses, gain or loss of the LLC shall be charged or credited to such Member's Book Capital Account. All distributions to a Member shall be charged to such Member's Book Capital Account.

Any Capital Contributions made solely by one Member or made out of proportion to the Membership Percentages shall be treated as a loan to the LLC and shall not affect the balance of the Book Capital Accounts.

4.4. **Tax Capital Accounts.** The capital accounts for the Members for federal income tax purposes (the "Tax Capital Accounts") shall be maintained and adjusted in accordance with the principles set forth in Treasury Regulation Section 1.704-1(b)(2)(iv), and the items of income, profit, gain, expenditures, deductions, losses, distributions and contributions which increase or decrease such Tax Capital Accounts shall be those items which, pursuant to such provision, affect the balance of capital accounts.

Any Capital Contributions made solely by one Member or made out of proportion to the Membership Percentages shall be treated as a loan to the LLC and shall not affect the balance of the Tax Capital Accounts.

4.5. **LLC Loans.** AmSurg or an Affiliate thereof may, from time to time and as it deems necessary, lend, or arrange for the LLC to borrow, additional working capital sufficient to enable the LLC to carry on its business as contemplated by Article 3 hereof.

Any loan by AmSurg or an Affiliate thereof to the LLC made for working capital purposes shall be evidenced by a promissory note which shall bear interest at a rate equal to one-half percentage point over the Prime Rate and which shall contain other terms substantially similar to those which might be agreed to with a non-affiliated lender. Any required monthly payments (including any past due amounts) under any such loan by the LLC or any other party shall be made before any distributions of Available Cash Flow are made to the Members pursuant to Section 6.3 hereof.

4.6. **Withdrawal or Reduction of Members' Capital Contributions.** No Member shall have the right to withdraw from the LLC. A Member shall not receive out of the LLC's property all or any part of such Member's Capital Contributions except as provided in Sections 6.3 and 13.3 hereof.

4.7. **Interest and Preferential Rights.** Except with respect to any loans made pursuant to Sections 4.3, 4.4 and 4.5 hereof, no interest shall accrue on any Capital Contributions and no Member shall have any preferential rights with respect to distributions or upon dissolution of the LLC.

4.8. **Membership Interests and Amendments to Exhibit A.** Each Member shall be credited with the Membership Interest (expressed as a percentage of all Membership Interests) and initial capital account balance set forth opposite such Member's name on Exhibit A. The amounts shown on Exhibit A with respect to capital account balances and Membership Interests shall be appropriately amended to reflect changes to such amounts as a result of any changes in the membership of the LLC or assignments of Membership Interests. Exhibit A shall also be amended from time to time to reflect any changes in the addresses of Members.

5. EXPENSES OF THE LLC

5.1. **Organizational Expenses.** Each Member shall bear its own expenses incurred in connection with the preparation, review, and negotiation of this Agreement, the Membership Interest Purchase Agreement and any other documents contemplated hereunder.

5.2. **Operating Expenses.** The LLC will reimburse the Members for reasonable travel expenses approved by the Board and incurred in connection with performing their respective duties hereunder.

6. ALLOCATION OF INCOME AND LOSS AND DISTRIBUTIONS

6.1. **Allocation of Net Taxable Income or Loss and Tax Credits.** Except as provided in Sections 6.2 and 6.5, all income and gain of the LLC includable for federal, state and local income tax purposes, all

expenses and losses of the LLC deductible for federal, state and local income tax purposes, as applicable, and all federal income tax credits shall be allocated in proportion to the Membership Percentage of each Member.

6.2. **Allocations to Reflect Contributed Property.** If a Member contributes property to the LLC which has a difference between its tax basis and its fair market value on the date of its contribution, then all items of income, gain, loss and deduction with respect to such contributed property shall be shared for federal income tax purposes among the Members pursuant to Section 704(c) of the Code so as to take into account the variation between the basis of such property and its fair market value at the time of contribution.

Any elections or other decisions relating to such allocations shall be made by the Tax Matters Member in any manner that reasonably reflects the purpose and intention of this Agreement. Except as otherwise provided in such Section 1.704-3(d) of the Treasury Regulations, the Capital Accounts of the Members shall be adjusted in accordance with Section 1.704-1(b)(2)(iv)(g) of the Treasury Regulations for allocations to the Members of income, gain, loss and deduction (including depreciation, depletion, amortization or other cost recovery) as computed for book purposes, with respect to the property contributed; and the amount of book depreciation, depletion or amortization for a period with respect to an item of contributed property shall be the amount that bears the same relationship to the book value of such property as the depreciation (or cost recovery deduction), depletion or amortization computed for tax purposes with respect to such property for such period bears to the adjusted tax basis of such property. If such property has a zero adjusted tax basis, the book depreciation, depletion or amortization may be determined under any reasonable method selected by the Tax Matters Member.

References in this Section 6.2 to book and tax depreciation, depletion, amortization, and gain or loss with respect to property that has an adjusted tax basis that differs from its book value include, under analogous rules and principles, the unrealized income or deduction with respect to accounts receivable, accounts payable and other accrued but unpaid items.

6.3. **Distribution of Available Cash Flow.** Except as provided in Section 4.5, the LLC shall distribute Available Cash Flow. Such distributions shall be made in monthly installments within fifteen (15) days after the end of each month and shall be made to all Members pro rata in proportion to the respective Membership Percentages of the Members at the time of each distribution.

6.4. **Consequences of Distributions.** Upon the determination to distribute funds in any manner expressly provided in this Article 6, made in good faith,

no Member shall incur liability on account of such distribution, even though such distribution may have resulted in the LLC retaining insufficient funds for the operation of its business, which insufficiency resulted in loss to the LLC or necessitated the borrowing of funds by the LLC.

6.5. Distribution Upon Termination. When the LLC is terminated, pursuant to Article 13 or otherwise, the final distribution to Members shall be according to the balance of their Book Capital Accounts, after allocation of income, gain, expense and loss in the fiscal year of termination (including the allocation for the deemed sale of assets distributed in kind required by Section 13.3).

7. BOARD OF DIRECTORS

7.1. Number and Term. The LLC shall have a Board consisting of two (2) AmSurg Directors and two (2) Owner Directors. Each Director shall hold office for a period of one (1) year or until such Director's earlier resignation, removal or death.

7.2. Duties. Except as otherwise specifically set forth in this Agreement, the Board shall have ultimate authority with respect to the LLC's operations, including, but not limited to, physician credentialing, granting of privileges and approval of operating policies and procedures of the Center.

7.3. Acts Requiring Board Approval. Without obtaining the consent of the Board, no Member or Officer shall:

7.3.1. Sell, exchange, lease or otherwise transfer all or substantially all of the assets of the LLC;

7.3.2. Dissolve the LLC;

7.3.3. Merge or consolidate the LLC into another entity;

7.3.4. Establish or change in any material respect the operating policies and procedures of the Center, except for policies and procedures relating to corporate governance and regulatory compliance, employment matters and financial reporting matters;

7.3.5. Except as expressly provided in this Agreement, enter into any agreement with any Member or an Affiliate of a Member;

7.3.6. Hire or discharge the clinical director of the Center;

7.3.7. Vary or change in any material respect any portion of the professional liability coverage of the Center;

7.3.8. Establish or release any reserve in excess of \$25,000 for anticipated operating

expenses, capital expenditures or other contingencies, in each case other than in the ordinary course of business; or

7.3.9. Request or require a Capital Contribution to be made by any Member.

7.4. Election. The AmSurg Directors shall be elected by AmSurg, and the Owner Directors shall be elected by Owners holding a majority of the Membership Interests held by the Owners. Any vacancy occurring on the Board for any reason shall be filled by the Member that originally appointed such Director. A Chairman of the Board shall be elected by a majority of the members of the Board at the first meeting of the Board held in each fiscal year.

7.5. Quorum and Voting. A quorum of the Board shall consist of a majority of the number of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present shall be the act of the Board, unless the Articles of Organization or this Agreement requires the vote of a greater number of Directors. Each Director shall have one vote on each matter considered by the Board.

7.6. Regular Meetings of the Board. Regular meetings of the Board shall be held quarterly at such places, within or without the State of Illinois, on such dates and at such times as the Board may determine from time to time.

7.7. Meeting by Telephone. Any or all Directors may participate in a regular or special meeting by conference telephone or any other means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

7.8. Action on Written Consent. Action required or permitted to be taken at a meeting of the Board may be taken without a meeting, if the number of Directors required to approve any such action consent to the taking of such action without a meeting and approve such action by signing one or more written consents describing the action taken. The LLC shall promptly distribute copies of any such action to the Directors, but the failure of the LLC to distribute copies of such action shall not void or otherwise effect the validity of such action in any manner.

7.9. Notice of Meetings. The President or a majority of the Directors may call a special meeting of the Board of Directors by giving 48 hours' prior notice to all Directors of the date, time and place of the meeting. The notice need not state the purpose of the meeting.

7.10. Quality Committee. The Board shall appoint a Quality and Performance Improvement Committee consisting of not less than three (3) members. Subject

to the authority of the Board, the Quality and Performance Improvement Committee shall assist and support the Medical Director in the performance of his duties described in Section 8.3.1 and the Performance Improvement Chairman in the performance of his duties described in Section 8.3.2. The members of the Quality and Performance Improvement Committee shall be appointed by the Board and shall be members of the medical staff of the Center.

8. MEMBERS AND OWNERS

8.1. **Medical Malpractice Insurance.** Each Owner shall maintain at all times medical malpractice insurance complying with the Medical Staff Bylaws of the Center.

8.2. **Ownership and Investment Restrictions.** No Owner or Affiliated Physician, nor any Affiliate of any Owner or Affiliated Physician shall:

8.2.1. have any direct or indirect ownership interest in, or manage, lease, develop or otherwise have any financial interest in any business or entity competing or planning to compete with the LLC (including, but not limited to, any ambulatory surgery center or any physician office in which surgical procedures are performed and for which facility fees, tray fees or other fees in addition to standard professional fees are charged) within a twenty-five (25) mile radius of the Center (the "Market Area"), or

8.2.2. become an employee of a hospital or an Affiliate of a hospital that is located within the Market Area, or enter into any contract or other arrangement (whether as a result of his or her employment or otherwise) that requires or incentivizes him or her to perform procedures at any hospital or facility affiliated with a hospital in the Market Area; provided that any such requirements or incentives relating to out-of-network referrals imposed by any accountable care organization, third party payor or provider network shall not constitute a prohibited requirement or incentive to perform procedures at any hospital or facility affiliated with a hospital in the Market Area,

in each case described in Sections 8.2.1 and 8.2.2 until the later of (i) five (5) years from the date of this Agreement, or (ii) two (2) years after such Owner (or with respect to an Affiliated Physician, the Owner with whom such Affiliated Physician is affiliated) ceases to be a Member of the LLC.

The foregoing shall not prohibit any Owner or Affiliated Physician, nor any Affiliate of an Owner or Affiliated Physician, from (i) owning shares of capital stock constituting less than 1% of the outstanding capital stock of any corporation whose common stock is

traded on a national securities exchange, (ii) practicing medicine or performing surgical procedures at any facility, or (iii) receiving a reasonable fee in exchange for providing medical director or call coverage services to a tertiary hospital. The parties acknowledge and agree that this Section 8.2 does not require physician Owners or Affiliated Physicians to perform surgical procedures at the Center or to refer patients to the Center, and imposes no restrictions on where such procedures are performed or where referrals are made.

Notwithstanding the foregoing, (i) the ownership by John Vainder, M.D. of a 0.2% ownership interest in North Shore Surgical Center, located at 3725 West Touhy Avenue, Lincolnwood, Illinois ("NSSC"), (ii) the ownership by Douglas Adler, M.D. of a 1.8% ownership interest in Golf Surgical Center, located at 8901 Golf Road, Des Plaines, Illinois ("GSC"), (iii) the ownership by Leela Prasad, M.D. of a 1.8% ownership interest in GSC, and (iv) the indirect ownership of Douglas Adler, M.D., Ronald Bloom, M.D., Kenneth Chi, M.D., Nina Merel, M.D. and Alan Shapiro, M.D. in GSC through their ownership interest in North Shore Gastroenterology (which owns a 1.8% ownership interest in GSC) shall not be deemed a violation of this Section 8.2; provided, that such persons shall not increase their respective ownership interests in NSSC or GSC. Further, the provisions of this Section 8.2 shall not restrict the medical practices of Caroline ter Rahe, M.D. (the spouse of Ronald Bloom, M.D.) or Susan Shapiro, M.D. (the spouse of Alan Shapiro, M.D.).

Each Owner who is a physician and each Affiliated Physician acknowledges and agrees that the enforcement of the provisions of this Section 8.2 against him or her would not prevent such person from engaging in his or her profession, the practice of medicine.

Each Owner and Affiliated Physician recognizes and acknowledges that the ascertainment of damages in the event of a breach of this Section 8.2 would be difficult, and agrees that AmSurg, in addition to all other remedies it may have, shall have the right to injunctive relief if there is such a breach. Notwithstanding the foregoing, in the event a physician Owner or Affiliated Physician, or any Affiliate of a physician Owner or Affiliated Physician violates the provisions of Section 8.2.2, such physician Owner or Affiliated Physician shall pay to the LLC, as liquidated damages, an amount equal to (a) five (5) times the LLC Profit plus the LLC's interest expense for the preceding twelve (12) calendar months, minus (b) the LLC's outstanding Principal Indebtedness, with this amount multiplied by such Owner's ownership interest in the LLC (or such Owner's ownership interest in the LLC immediately prior to the termination of his or her membership in the LLC), it being acknowledged by the parties that the damages to the LLC in such event would be difficult to ascertain.

8.3. **Services Provided by Owners.** As additional consideration for his or her Membership Interests and without further charge to the LLC other than the expenses outlined in Section 5.2 hereof, the Owners shall elect from among them and provide the Center with:

8.3.1. A Medical Director acceptable to the Board, who will perform the duties and responsibilities assigned from time to time by the Board, including, but not limited to:

8.3.1.1 Assisting in the selection of suitable treatment modality for all patients of the Center;

8.3.1.2 Devising clinical procedures which, when implemented by the Center, will assure adequate monitoring of patients and the treatment process;

8.3.1.3 Directing, coordinating and reporting to the Board on all medical aspects of the Center's operations;

8.3.1.4 Devising procedures which, when implemented by the Center, will assure (i) adequate training of nurses and other staff in appropriate treatment techniques, and (ii) the supervision of all non-physician staff at the Center;

8.3.1.5 Devising clinical procedures which, when implemented by the Center, will assure the availability of a patient care policy and procedures manual and other written materials that reflect current professional standards and assisting in the periodic review and revision thereof;

8.3.1.6 Developing and maintaining professional memberships and active visibility in the local community through the provision of consulting, educational and related services in a manner consistent with the role of Medical Director which promotes the positive visibility of the Center in the community;

8.3.1.7 Devising the medical policy statements of the Center, presenting the statements for the approval of the Board and upon securing Board approval, implementing and monitoring the policies;

8.3.1.8 Assisting the LLC in attracting qualified physicians to the

medical staff of the Center and recommending to the Board that qualified physicians be granted clinical privileges at the Center;

8.3.1.9 Assisting the LLC in attracting qualified non-physician staff to work at the Center and assessing, in conjunction with other members of the medical staff, the performance of non-physician staff;

8.3.1.10 Using best efforts to assist the Board in assuring that the Center complies with all state and federal statutes, all standards of applicable accreditation bodies, and regulations and agency directives concerning the medical standards of patient care required at the Center, and reporting to the Board any known deficiencies therein;

8.3.1.11 Accepting appropriate and reasonable medical staff duties and assignments at the Center including (i) acting as the liaison between the medical staff and the Board, (ii) appointing physicians to serve as members and chairmen of medical staff committees, and (iii) serving on all committees of the Center; and

8.3.1.12 Participating in long and short range planning for the Center, reviewing the Center's operating budget, and, where appropriate, making recommendations on the budget.

8.3.2. A Performance Improvement Chairman acceptable to the Board, who will perform the duties and responsibilities assigned from time to time by the Board or its designee, including, but not limited to:

8.3.2.1 Overseeing the performance improvement program and all corresponding activities of the Center;

8.3.2.2 Assisting in the development and revision of indicators necessary to adequately evaluate care provided by the Center and that meet or exceed governmental requirements;

8.3.2.3 Directing the review of data summaries of all identified indicators, as well as information from other sources regarding the

quality of care provided by the Center;

8.3.2.4 Directing the development of educational programs based on the needs identified through committee activities and supporting department-wide education on continuous process improvement principles;

8.3.2.5 Overseeing the credentialing and recredentialing process for the Center's medical staff;

8.3.2.6 Overseeing and administering the risk management program for the Center;

8.3.2.7 Overseeing and administering medical malpractice issues related to the Center;

8.3.2.8 Working with the Center's performance improvement committee and conducting quarterly performance improvement committee meetings; and

8.3.2.9 Reviewing the Center's performance improvement program on at least an annual basis.

8.4. **Member Representations.** Each Owner hereby represents that he or she maintains a current license to practice medicine in the State of Illinois, has not been excluded from participation in the Medicare program or any other governmental health care program for any reason, has not been convicted of any crime in violation of any state or Federal law related to health care matters, and has no knowledge of any circumstances or conditions that would reasonably be expected to have a material adverse impact on the operations of the Center or the medical practices of Owners (other than conditions which might have a material adverse effect on the health care industry in general). Each Owner represents and warrants that he or she (i) has not provided to or received remuneration from any other Person (including any Member or the LLC) to induce the referral of Medicare, Medicaid or other third party payor items or services to the Center, to other entities or to other Members; (ii) no Person has requested information from the Owner regarding the Owner's ability to refer Medicare, Medicaid and other third party payor items or services (other than with respect to an Owner's general ability to meet the One-Third Test as further discussed below), (iii) has not lent money to another Owner for purpose of investing in the LLC; (iv) has not received loans from the LLC or from any Member for the purpose of investing in the LLC; (v) has not been encouraged to invest or not invest in the

LLC based on his or her ability to direct referrals to the Center, to other entities or to other Members; (vi) has not been excluded or suspended from participation in the Medicare and/or Medicaid programs; and (vii) complies with all legal requirements.

8.5. **Meetings.** Meetings of the Members, for any purpose or purposes, may be called by the President, the Board of Directors or Members holding a majority of the Membership Interests by giving 48 hours' prior notice to all Members of the date, time and place of the meeting. The notice need not state the purpose of the meeting.

8.6. **Action by Members Without a Meeting; Telephone Meetings.** Action required or permitted to be taken at a meeting of the Members may be taken without a meeting, if the number of Members required to approve any such action consent to the taking of such action without a meeting and approve such action by signing one or more written consents describing the action taken. The LLC shall promptly distribute copies of any such action to the Members, but the failure of the LLC to distribute copies of such action shall not void or otherwise affect the validity of such action in any manner. A meeting also may take place by telephone conference call or any other form of electronic communication through which the Members may simultaneously hear each other. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

8.7. **Record Date.** For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 8.7, such determination shall apply to any adjournment thereof.

8.8. **Quorum.** Members holding 75% of the Membership Interests, represented in person, shall constitute a quorum at any meeting of Members.

8.9. **Required Vote; Manner of Acting.** Except as otherwise provided in Section 8.7 above, if a quorum is present, the affirmative vote of Members holding 75% of the Membership Interests present and entitled to vote on that item of business shall be the act of the Members.

8.10. **Confidentiality.** Except as required by law or legal process, each Owner and Affiliated Physician shall maintain the confidentiality of all documents and information provided by AmSurg or AmSurg Corp. in connection with the formation of, and the business to be conducted by, the LLC, including, but not limited to,

pro forma financial information, outcome studies, information concerning AmSurg Corp. and its business strategy and any documents to be utilized in connection with the ownership and operation of the Center (the "Information"). No Owner or Affiliated Physician will discuss or disclose any of the Information to any third party or take any action that could compromise the confidentiality of the Information without the prior written consent of AmSurg Corp. Each Owner and Affiliated Physician shall, upon termination of his or her membership in the LLC, promptly return to AmSurg all Information in his or her possession, including without limitation all policy, procedure and program manuals and related documents, and such person shall not make or retain any copies thereof. By their execution of this Agreement, each Owner and Affiliated Physician acknowledges that the Information is proprietary and contains specialized knowledge and data that constitutes valuable intellectual property.

8.11. Triggering Events.

8.11.1. Each of the following events shall be deemed a "Triggering Event" for purposes of this Section 8.11 with respect to any Owner (and such Owner shall hereinafter be referred to as "Terminating Owner"):

8.11.1.1 the death of such Terminating Owner or the Affiliated Physician of such Terminating Owner;

8.11.1.2 the certification of such Terminating Owner or the Affiliated Physician of such Terminating Owner as permanently disabled by at least two (2) licensed physicians;

8.11.1.3 the cessation of the practice of medicine by such Terminating Owner or the Affiliated Physician of such Terminating Owner on a full-time basis or, with respect to a Terminating Owner or the Affiliated Physician of such Terminating Owner that does not practice on a full-time basis as of the date of this Agreement, a material reduction (as determined by the Board) in the time devoted to the practice of medicine by such Terminating Owner or the Affiliated Physician of such Terminating Owner;

8.11.1.4 the relocation of the practice of such Terminating Owner or the Affiliated Physician of such Terminating Owner outside of the Market Area;

8.11.1.5 such Terminating Owner or the Affiliated Physician of such Terminating Owner no longer maintaining a current license to practice medicine in the State of Illinois (the foregoing not being applicable to a temporary suspension of a license to practice in Illinois for a period of less than ninety (90) days);

8.11.1.6 such Terminating Owner or the Affiliated Physician of such Terminating Owner is involved in a divorce proceeding or matrimonial dissolution that becomes final and in which a transfer of any of such Terminating Owner's Membership Interest is ordered, in which case this subsection shall be applied solely to the ex-spouse of the Terminating Owner or the Affiliated Physician of such Terminating Owner; provided, however, that in the event the LLC exercises its right to purchase any of the Terminating Owner's Membership Interest pursuant to this subsection, the Terminating Owner or the Affiliated Physician of such Terminating Owner shall have an option to repurchase such membership interest for the same purchase price paid by the LLC in accordance with Section 8.11;

8.11.1.7 a Terminating Owner (A) makes an assignment for the benefit of creditors or admits in writing his inability to pay debts generally as they become due, (B) applies to any tribunal for the appointment of a trustee or receiver of any substantial part of his assets, (C) commences any voluntary proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation laws of any jurisdiction, (D) becomes the subject of any involuntary proceedings and such Terminating Owner indicates his approval, consent or acquiescence, or (E) becomes the subject of an order appointing a trustee or receiver, adjudicating him bankrupt or insolvent, or approving a petition in any involuntary proceeding, and such order remains in effect for ninety (90) days;

Owner. Any such physician shall be treated as an Owner on the same terms as the other Owners.

8.12. **Fiduciary Duty.** Each Owner and Affiliated Physician and each Affiliate of an Owner or Affiliated Physician shall have a fiduciary duty to act at all times in a manner such Person reasonably believes to be in the best interest of the LLC, in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

9. OFFICERS

9.1. **Appointment of Officers.** The Board shall appoint a President and may appoint one or more Vice Presidents, a Treasurer, a Secretary and such other officers as the Board shall elect from time to time, all of whom will be Affiliates of AmSurg, to serve as the officers of the LLC.

9.2. **Term.** The Officers shall serve for an indefinite term until removed and replaced by the Board.

9.3. President.

9.3.1. **General.** Subject to the provisions of this Agreement, the management of the business affairs of the LLC shall rest with the President, who shall have all the authority which may be possessed by a president pursuant to the Act, and such additional authority as otherwise conferred by law or is necessary or advisable in the discharge of the duties of the President under this Agreement. The President shall perform his or her duties to the best of his or her ability and shall use his or her best efforts to carry out the business of the LLC.

9.3.2. **Powers.** Subject to the provisions of Section 7.3 and those powers reserved to the Members and the Board by this Agreement or the Articles of Organization, the President may, on behalf of and at the cost, expense and risk of the LLC and in accordance with the operating and capital budgets of the LLC:

9.3.2.1 On behalf of the LLC, spend the capital and net income of the LLC in the exercise of any rights or powers possessed by the President hereunder;

9.3.2.2 Make capital expenditures on behalf of the LLC;

9.3.2.3 Cause the LLC to lease, acquire, own, manage and operate the Center, and enter into agreements containing such terms, provisions and

conditions as the President may deem advisable;

9.3.2.4 Cause the LLC to lease, acquire, own and operate any equipment, fixtures, supplies or other items necessary for the operation of the Center;

9.3.2.5 On behalf of and for the benefit of the LLC, enter into any contracts or arrangements necessary for the conduct of the business of the LLC;

9.3.2.6 Purchase from or through others contracts of liability, casualty and other insurance which the President deems advisable for the protection of the LLC or for any purpose convenient or beneficial to the LLC;

9.3.2.7 On behalf of and for the benefit of the LLC, incur indebtedness;

9.3.2.8 Sell or otherwise dispose of, upon such terms and conditions as the President may deem advisable, appropriate or convenient, any of the assets of the LLC that do not constitute all or substantially all of the LLC's assets;

9.3.2.9 Establish bank accounts in the name and on behalf of the LLC and designate the signatories thereon;

9.3.2.10 Invest in short-term debt obligations of federal and state governments and their agencies, commercial paper and certificates of deposit of commercial banks, savings bank or savings and loan associations and "money market" mutual funds, such funds as are temporarily not required for the purposes of the LLC's operations; and

9.3.2.11 Delegate all or any of its duties hereunder and, in furtherance of any such delegation, appoint, employ or contract with any person (including Affiliates of the Members) for the transaction of the business of the LLC, which persons may, under the supervision of the President, act as consultants, accountants, attorneys, brokers, escrow agents, or in any other capacity deemed by the President necessary or desirable, and

pay appropriate fees to any of such persons. Without limiting the foregoing, AmSurg may delegate to AmSurg Corp. the authority to negotiate and execute agreements with payors on behalf of the LLC.

9.4. **Duties.** As additional consideration for its Membership Interest and without further charge to the LLC other than the expenses outlined in Section 5.2 hereof, AmSurg, through the President, shall consult in and oversee the administrative operations of the Center and, subject to the terms of this Agreement and the general direction and control of the Board, coordinate all business and administrative activities pertaining to the Center, including, but not in any way limited to, the following:

9.4.1. Assist the Center in operating in an efficient and business like manner;

9.4.2. Coordinate the purchase or lease of equipment, supplies and pharmaceuticals (including purchases through national purchasing programs) necessary for the operation of the Center;

9.4.3. Coordinate all reasonable and necessary actions to maintain all licenses, permits and certificates required for the operation of the Center, and to ensure that all appropriate certification and accreditation available to the Center's operations are obtained;

9.4.4. Coordinate, with the support of the Medical Director and the Board, ongoing marketing programs to increase community and payor awareness of the Center;

9.4.5. Negotiate the amount and method of reimbursement that the Center will receive from all appropriate third party payors, both public and private;

9.4.6. Establish, maintain, revise and administer, with the support and approval of the Board, the overall charge structure of the Center and arrange for payment of such charges by others, when appropriate;

9.4.7. Arrange and negotiate financing for equipment and future capital needs of the Center;

9.4.8. Develop and revise, subject to approval by the Board, all necessary policies and operating procedures pertaining to each aspect of the Center's operations (except for policies and procedures relating to corporate and regulatory compliance, employment matters and financial reporting matters, which

shall be approved by AmSurg and shall not be subject to Board approval);

9.4.9. Hire, supervise, discipline and discharge, in conjunction with the Medical Director, all persons working in the Center and providing direct patient care, as needed;

9.4.10. Train Center personnel with respect to all aspects of the Center's operations, including but not limited to administrative, clinical, financial and marketing matters;

9.4.11. Arrange for the purchase by the LLC of necessary insurance coverage for the Center;

9.4.12. Establish and administer accounting procedures and controls and systems for the development, preparation and keeping of records and books of accounting related to the business and financial affairs of the Center;

9.4.13. Oversee the preparation of the annual report and tax information returns required to be filed by the LLC, and deliver a copy of same to the Members in a timely manner as needed;

9.4.14. Furnish the LLC in a timely fashion monthly operating reports and other reports reasonably requested by the Board or any Director;

9.4.15. Prepare for Board review all capital and annual operating budgets as needed; and

9.4.16. Perform all duties herein required of it in good faith and with reasonable diligence so as to maximize the Center's ability to efficiently provide appropriate quality health care to patients.

9.5. **Right to Rely Upon the Authority of the President.** No person dealing with the President shall be required to determine the President's authority to make any commitment or undertaking on behalf of the LLC, nor to determine any fact or circumstance bearing upon the existence of its authority. In addition, no purchaser of any property of the LLC shall be required to determine the sole and exclusive authority of the President to sign and deliver on behalf of the LLC any instrument of transfer, or to see to the application or distribution of revenues or proceeds paid or credited in connection therewith, unless such purchasers shall have received written notice from the LLC affecting the same.

9.6. **Vice President.** The Vice President or Vice Presidents (if any) shall assist the President in the management of the LLC, and shall perform such other duties as the Board may from time to time prescribe.

9.7. **Secretary.** The Secretary shall be responsible for recording the minutes of all Board and Member meetings. The Secretary shall have the responsibility of authenticating records of the LLC and receiving notices required to be sent to the Secretary and shall perform such other duties as the Board may from time to time prescribe.

9.8. **Treasurer.** The Treasurer shall have custody of the LLC's funds and securities, shall keep or cause to be kept full and accurate account of receipts and disbursements in books of the LLC, shall disburse or cause to be disbursed the funds of the LLC as required in the ordinary course of business, and shall perform such other duties as may be incident to his or her office or as prescribed by the Board.

9.9. **Limitation on Liability.** An Officer shall not be liable for any action taken as an Officer, or any failure to take action as an Officer, except to the extent that such Officer's conduct failed to comply with the standards set forth in Section 48-249-115 of the Act.

9.10. **Resignation.** Any Officer of the LLC may resign at any time by giving written notice to the Members. The resignation of any Officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.11. **Compensation and Reimbursement.** No Officer shall have any right to compensation for services performed on behalf of the LLC except as determined from time to time by the Board. Notwithstanding the foregoing, an Officer shall have the right to be reimbursed by the LLC for any out-of-pocket expenses incurred by such Officer in connection with any services performed by such Officer on behalf of the LLC.

9.12. **No Exclusive Duty.** Each Officer may have other business interests and may engage in other activities in addition to those relating to the LLC. Neither the LLC nor any Member shall have the right to share or participate in such other investments or activities of such Officer based on such Officer's status as an Officer of the LLC. No Officer shall incur any liability to any Member or the LLC as a result of engaging in any other business or venture.

10. INDEMNIFICATION

10.1. **Authority to Indemnify.** The LLC shall indemnify, and upon request shall advance expenses to, an individual made a party to a proceeding because such individual is or was a Responsible Person, to the full extent permitted by law, against liability incurred in the proceeding if the Responsible Person satisfies the following standard of conduct:

10.1.1. The Responsible Person's conduct was in good faith and the Responsible Person reasonably believed (a) in the case of conduct in the Responsible Person's official capacity with the LLC, that his or her conduct was in the best interest of the LLC and (b) in all other cases, that his or her conduct was at least not opposed to the LLC's best interest; and

10.1.2. In the case of any criminal proceeding, the Responsible Person had no reasonable cause to believe his or her conduct was unlawful.

10.2. **Limitations on Authority to Indemnify.** Except as required by applicable law, the LLC may not indemnify a Responsible Person (a) in connection with a proceeding by or in the right of the LLC in which the Responsible Person was adjudged liable to the LLC, and (b) in connection with any other proceeding charging improper personal benefit to such Responsible Person, whether or not involving action in the Responsible Person's official capacity, in which the Responsible Person was adjudged liable on the basis that personal benefit was improperly received by such Responsible Person.

The indemnification and advancement of expenses granted pursuant to this Article 10 shall not be deemed exclusive of any other rights to which a Responsible Person seeking indemnification or advancement of expenses may be entitled, whether contained in this Article 10, the Articles of Organization, the Act, a resolution of the Board, or an agreement providing for such indemnification; provided, however, that no indemnification may be made to or on behalf of any Responsible Person if a judgment or other final adjudication adverse to the Responsible Person establishes his or her liability:

10.2.1. For any breach of duty of loyalty to the LLC or its Members;

10.2.2. For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or

10.2.3. For any liability for unlawful distributions incurred under Section 48-249-307 of the Act.

10.3. **Advances for Expenses.** To the full extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement. If the LLC advances expenses to a Responsible Person pursuant to this Article 10 and it is subsequently determined that the Responsible Person is not entitled to indemnification, the Responsible Person will repay such advances within fifteen (15) days of such determination.

10.4. **Indemnification of Officers, Employees and Agents.** An Officer, employee, independent contractor or Agent of the LLC who is not a Responsible Person is entitled to indemnification and advancement of expenses to the same extent as a Responsible Person. The LLC shall also indemnify and advance expenses to an Officer, employee, independent contractor or Agent who is not a Responsible Person to the extent required, consistent with public policy, by specific action of the Board or by contract.

11. FISCAL MATTERS

11.1. **Books and Records.** The LLC's books and records (including a current list of the names and addresses of all Members) and an executed copy of this Agreement, as currently in effect, shall be maintained at the principal executive office of the LLC, and each Member shall have access thereto at all reasonable times.

11.2. **Fiscal Year.** The fiscal year of the LLC shall be the calendar year.

11.3. **Tax Status; Elections.** Notwithstanding any provision hereof to the contrary, solely for purposes of the federal income tax laws, each of the Members hereby recognizes that the LLC will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of a U.S. Partnership Return of Income shall not be construed to extend the purposes of the LLC or expand the obligations or liabilities of the Members. Upon the transfer of an interest in the LLC or in the event of a distribution of the LLC's property, the Tax Matters Member may, but is not required to, elect pursuant to Section 754 of the Code to adjust the basis of the LLC's property as allowed by Sections 734(b) and 743(b) thereof.

11.4. **Reports to Members.** As soon as reasonably practicable after the end of each fiscal year, but not later than ninety (90) days after the end of each fiscal year, the LLC shall make available to each Member an unaudited balance sheet of the LLC at the end of the previous fiscal year and unaudited statements of income or loss of the LLC for such year. In addition, the LLC will deliver to each Member unaudited monthly summaries of its operations.

All such financial statements shall be prepared on an accrual basis of accounting in accordance with generally accepted accounting principles consistently applied. The LLC shall also furnish to each Member not later than ninety (90) days after the end of each fiscal year whatever information may be necessary for Members to file their federal income tax returns. The LLC will also make available to each Member upon request a copy or summary of all state and/or local tax returns which are filed by the LLC.

11.5. **Banking.** All funds of the LLC shall be initially deposited in a separate bank account or accounts or in an account or accounts of a savings and loan association as shall be determined by the Board, but such funds may be invested as provided in Section 9.3.2.10 hereof.

11.6. **Tax Matters Member.** AmSurg shall be the Tax Matters Member within the meaning of the Code.

12. ASSIGNMENT AND TERMINATION OF MEMBERSHIP INTERESTS AND ADMISSION OF NEW MEMBERS

12.1. **Assignment of Membership Interests.** No assignment of all or any part of a Membership Interest in the LLC (including any Financial Rights, Governance Rights or other rights pertaining to a Membership Interest) shall be made except as follows:

12.1.1. Subject to the provisions of Section 12.2 hereof, a Member may assign all or any part of such Member's Membership Interest to another Member, without the consent of any Member other than the assignee;

12.1.2. Subject to the provisions of Section 12.3 hereof, a Member may assign such Member's Membership Interest to any person who is not a Member;

12.1.3. A Member may not assign all or any part of such Member's Financial Rights in the LLC except pursuant to a simultaneous assignment of the Governance Rights and other rights pertaining to the entire Membership Interest to which such Financial Rights relate pursuant to this Article 12;

12.1.4. Governance Rights may not be assigned to another person except pursuant to a simultaneous assignment of the Financial Rights and other rights pertaining to the entire Membership Interest to which such Governance Rights relate pursuant to this Article 12;

12.1.5. AmSurg may assign all or any part of its Membership Interest to an Affiliate of AmSurg or to another Member without the consent of any Member;

12.1.6. The LLC need not recognize any assignment of all or any part of a Membership Interest other than an assignment described in Sections 12.1.1 through 12.1.5 hereof. Any other assignment or attempted assignment shall be void. No assignment shall be effective until written notice thereof has been provided to the LLC and any other applicable

8.11.1.8 the exclusion of such Terminating Owner or the Affiliated Physician of such Terminating Owner by the Centers for Medicare & Medicaid Services or the state Medicaid agency from participation in the Medicare or Medicaid program for any reason;

8.11.1.9 the conviction of such Terminating Owner or the Affiliated Physician of such Terminating Owner of a felony in violation of any state or federal law related to healthcare matters;

8.11.1.10 the violation of the provisions of Section 8.2 by such Terminating Owner or the Affiliated Physician of such Terminating Owner; and

8.11.1.11 the determination by AmSurg and the Owners holding two-thirds of the membership interests held by all Owners (other than the Terminating Owner) that the Terminating Owner's Membership Interest shall be repurchased by the LLC.

8.11.2. In the event of a Triggering Event, the remaining Owners shall have the obligation to repurchase a portion of such Terminating Owner's Membership Interest equal to the Terminating Owner's Membership Interest multiplied by (i) (a) 100%, with respect to an individual Terminating Owner or (b) the percentage beneficial ownership of the Affiliated Physician or his or her Immediate Family Member in the Terminating Owner, with respect to a Terminating Owner who is not an individual (the "Subject Interest"). The Owners shall purchase the Subject Interest proportionately, based on a fraction, the numerator of which shall be the percentage Membership Interest held by each remaining Owner and the denominator of which shall be the aggregate percentage Membership Interests held by all remaining Owners. The aggregate purchase price for the Subject Interest pursuant to this Section 8.11.2 shall be payable in cash and determined as follows:

8.11.2.1 If the Triggering Event is one described in Sections 8.11.1.1 through 8.11.1.7 and Section 8.11.1.11, an amount equal to (i) three (3) times the LLC Profit for the twelve (12) calendar months immediately following the Triggering

Event Date plus the LLC's interest expense for the twelve (12) calendar months immediately preceding the Triggering Event Date, minus (ii) the LLC's outstanding Principal Indebtedness as of the Triggering Event Date, with this amount multiplied by the selling Terminating Owner's pro rata percentage ownership interest in the LLC.

8.11.2.2 If the Triggering Event is one described in Sections 8.11.1.8 and 8.11.1.9, the purchase price shall be equal to 50% of the amount determined in accordance with Section 8.11.2.1.

8.11.2.3 If the Triggering Event is described in Section 8.11.1.10, the purchase price shall be One Dollar (\$1.00).

In the event the purchase of the Subject Interest is from a Terminating Owner who is not an individual, such purchase price shall be paid by the Terminating Owner to the Affiliated Physician or his or her Immediate Family Member in redemption of his or her full beneficial ownership interest in the Terminating Owner.

8.11.3. The Terminating Owner shall give the LLC and the other Owners prompt written notice of the occurrence of a Triggering Event, and such Terminating Owner's Membership Interest shall terminate as of the date of the Triggering Event. The purchase price for the Terminating Owner's Membership Interest as described in Section 8.11.2 shall be paid in a lump sum in cash to the Terminating Owner within sixty (60) days following the first anniversary of the Triggering Date.

8.11.4. In the event one or more of the Owners does not exercise his, her or its option to purchase his, her or its pro rata portion of the Subject Interest, the remaining Owners or, at the direction of AmSurg, the LLC shall have the right, but not the obligation, to purchase the portion of the Subject Interest not purchased by the Owner[s].

8.11.5. By their execution of this Agreement, each Owner acknowledges and agrees that the LLC may purchase a Terminating Owner's ownership interest in LLC pursuant to Section 8.11.4 and may subsequently thereafter transfer such ownership interest to another physician in the Market Area without then obtaining any additional consent of any

requirements set forth in this Agreement or the Articles of Organization have been satisfied.

12.2. Assignment of Membership Interest to Another Member. A Member may assign all or any portion of such Member's Membership Interest to another Member if: (a) the assignee accepts such assignment, (b) the assignor and the assignee give written notice of such assignment to the LLC, and (c) the assignment is approved by the Board. Upon satisfaction of the conditions specified in the foregoing sentence, the LLC will cause Exhibit A hereto to be amended to the extent required by Section 12.9 hereof and the assignee will become the holder of the Membership Interest so assigned.

12.3. Assignment of Membership Interest with Consent of Other Members. If an Owner (the "Transferor") desires to transfer, assign or sell all or any portion of his or her Membership Interest (the "Offered Interests") to a third party (the "Transferee"), the Transferor shall obtain from the Transferee a bona fide written offer to purchase the Offered Interests, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor (the "Offer"). The Transferor shall give notice to the LLC and the remaining Member(s) of his or her intention to sell, furnishing a copy of the entire Offer (the "Notice"). In such event:

12.3.1. Within thirty (30) days of the receipt of Notice (the "Owner Option Period"), each Owner other than the Transferor may exercise an option to purchase the Offered Interests upon the same terms and conditions and for the same consideration stated in the Offer, on a basis pro rata to their Membership Percentage (or on a basis pro rata to the interest of those Owners exercising this option to purchase.) The Owners shall exercise such options by giving written notice both to the Transferor and each other Member within the Owner Option Period. Should an Owner fail to give written notice within the Owner Option Period, the Owner shall be deemed to have waived such option.

12.3.2. In the event any Owner shall not have exercised his or her option to purchase the Offered Interests, each Owner who exercises in full its option pursuant to Section 12.3.1 above may, within ten (10) days after the expiration of the Owner Option Period (the "Over-Allotment Period"), exercise an option to purchase the remaining Offered Interests upon the terms and conditions and for the same consideration stated in the Offer. In the case of a single Owner, his or her option shall be to purchase all of the remaining Offered Interests. In the case of two or more other Owners, each such other Owner's shall purchase by one or

more successive allocations in the proportion that the Membership Interest owned by each of the eligible other Owners bears to the total Membership Interests owned by all such eligible other Owners. Such other Owners shall exercise such options by giving written notice both to the Transferor and each other Member within the Over-Allotment Period. Should an Owner fail to give written notice within the Over-Allotment Period, the Owner shall be deemed to have waived such option.

12.3.3. If the Owners do not exercise their options to purchase all of the Offered Interests, the LLC, within thirty (30) days beginning on the earlier of the expiration of the Over-Allotment Period or the date the LLC receives written notice from each Owner other than the Transferor waiving their options (the "LLC Option Period"), the LLC may exercise an option to purchase the remaining Offered Interests proposed to be sold by the Transferor, upon the terms and conditions and for the same consideration stated in the Offer. The LLC, at the direction of AmSurg, shall exercise such option by giving written notice both to the Transferor and each other Member within the LLC Option Period. Should the LLC fail to give written notice within such LLC Option Period, the LLC shall be deemed to have waived such option.

12.3.4. Notwithstanding anything contained herein to the contrary, the rights under this Section 12.3.1 may be waived with respect to any proposed transfer or assignment by an Owner and the LLC provided that such transfer or assignment is approved by the Board and the Members elect to waive their rights under this Section 12.3.

12.4. If the right of first refusal options set forth above are forfeited or waived, then within ten (10) days after the expiration of the last option period granted above, the Transferor may transfer the Offered Interests to the Transferee named in the Notice upon the terms specified therein, provided (i) such Transferor has provided the Notice set forth in this Section 12.3, (ii) such transfer, sale or assignment is in compliance with the Securities Act of 1933, as amended (the "Securities Act"), and all applicable state securities laws, and, if requested by the Board, such Transferor has delivered an opinion of such Transferor's counsel to the LLC, in form and substance reasonably satisfactory to the LLC, to the effect that such transfer is either exempt from the requirements of the Securities Act and the applicable securities laws of any state or that such registration requirements have been complied with, (iii) the Board approves such transfer, sale or assignment, (iv) the proposed transfer, assignment or sale is made in

compliance with this Section 12.3, and (v) the Transferee executes a joinder to this Operating Agreement and agrees in writing to be bound by the terms hereof. Upon the satisfaction of the conditions set forth in the preceding sentence and the making of the assignment, the LLC will cause Exhibit A hereto to be amended in accordance with Section 12.9 hereof and the assignee will become a Member holding the Membership Interest so assigned.

12.5. Termination of a Membership Interest. Notwithstanding any provisions to the contrary contained in the Act, a Member's Membership Interest shall be terminated only on the application of the LLC or another Member as described in Section 48-249-503(a)(6) of the Act. In the event a Member's Membership interest is terminated:

12.5.1. If the business and existence of the LLC are not continued, the Member whose Membership Interest is terminated is entitled to receive the Member's distribution pursuant to Article 13; and

12.5.2. If the business and existence of the LLC are continued, the Member whose Membership Interest is terminated is entitled to receive the lesser of:

12.5.2.1 The value of the Member's Membership Interest on a going concern basis as determined by the LLC within 90 days of the termination date, or

12.5.2.2 The value of the Member's Membership Interest on a liquidation basis as determined by the LLC within 90 days of the termination date.

If a Member's Membership Interest is terminated in contravention of this Agreement or the Articles of Organization, the Member forfeits its Governance Rights and shall be liable to the other Member for damages incurred by the other Member and the LLC as a result of the wrongful termination. Such damages may be offset against any amount to be paid to the terminating Member. Any payment to a terminating Member shall be paid to the terminating Member within six months of the determination of the amount of the payment.

12.6. Restrictions on Assignment. No Member shall be permitted to assign such Member's Membership Interest, Financial Rights or Governance Rights if such assignment would result in the LLC being taxed for federal income tax purposes as an association taxable as a corporation or would constitute a violation of any applicable federal or state law. Each of the Members hereby agrees and acknowledges that the restrictions on assignment contained in this Article 12 are not

unreasonable in view of the nature of the parties and their relationships to one another and the nature of the business of the LLC.

12.7. Rights and Obligations of Former Members. A Member who assigns all of the Governance Rights of such Member or whose Membership Interest is otherwise terminated shall cease to be a Member; provided, however, that such former Member or any Successor shall remain liable to the LLC for any obligations of such Member for unlawful distributions under Section 48-249-307 of the Act.

12.8. Admission of New Members. The admission of a new Member pursuant to the issuance of a new Membership Interest which is not acquired pursuant to any assignment by or from any existing or former Member (a "New Member") must be approved by the Board. The New Member shall receive the total amount of the Membership Interest to be received by the New Member, as determined by the Board (the "New Member Interest"), as follows:

12.8.1. If AmSurg's Membership Percentage at the time any New Member is to be admitted is greater than 51%, then AmSurg and each Owner shall transfer to such New Member its or his pro rata share, on the basis of its or his then-current Membership Percentage, of the New Member Interest; provided, however, that in no event will AmSurg be required to transfer any portion of its Membership Interest to the New Member that would result in AmSurg's Membership Percentage following any such transfer falling below 51.0%. In the event that the Membership Interest to be transferred by AmSurg is so limited to prevent AmSurg's Membership Percentage from falling below 51.0%, each Owner shall transfer to the New Member his pro rata share, on the basis of such Owner's then-current Membership Interest as a percentage of the Membership Interests held by all Owners, of the Membership Interest that would have otherwise been transferred to the New Member by AmSurg.

12.8.2. If AmSurg's Membership Percentage at the time any New Member is to be admitted is equal to or less than 51%, then each Owner shall transfer to the New Member his or her pro rata share, on the basis of such Owner's then-current Membership Interest as a percentage of the Membership Interests held by all Owner, of the New Member Interest.

12.8.3. All proceeds corresponding to the transfer of any Membership Interest to a New Member pursuant to this Section 12.7 shall belong exclusively to the party transferring

such Membership Interest, and, for the avoidance of doubt, neither the LLC nor any other Member shall have any right to such proceeds.

Notwithstanding anything contained herein to the contrary, the Members acknowledge and agree that it is the Members intention that AmSurg will always own a 51% or greater Membership Interest in the LLC.

12.9. Government Regulation. If a Fundamental Regulatory Change should occur, AmSurg or its Affiliates or assigns may, at their option, purchase some or all of the Membership Interests of Owners for a purchase price equal to (a) three (3) times the LLC Profit plus the LLC's interest expense for the preceding twelve (12) calendar months (if the Center has not been in operation for a full twelve (12) months, the last six (6) months of LLC Profit will be annualized for this calculation), minus (b) the LLC's outstanding Principal Indebtedness, with this amount multiplied by the Membership Interest of Owners being purchased hereunder.

The determination that a Fundamental Regulatory Change has occurred shall be made by (a) counsel to AmSurg, with the concurrence of counsel to Owners, (b) counsel to Owners, with the concurrence of counsel to AmSurg or (c) if counsel to AmSurg and Owners cannot concur, by a nationally recognized law firm with expertise in health care law jointly selected by AmSurg and Owners.

The Membership Interest that may be purchased by AmSurg pursuant to this Section will not exceed the minimum Membership Interest required to be purchased as a result of the Fundamental Regulatory Change.

In the event of a Fundamental Regulatory Change and the exercise by AmSurg of its option as described above, the purchase price of the Membership Interest purchased shall be determined and payable in the manner hereinafter set forth:

12.9.1. Owners shall be paid 20% of the purchase price (net after reduction for any obligations owed by any Owner to the LLC), in cash and 80% by AmSurg Corp.'s non-negotiable promissory note payable in four (4) approximately equal annual installments of principal, commencing twelve (12) months after the closing, together with interest at a rate equal to one-half percentage point over the Prime Rate.

The note shall contain provisions for (a) the acceleration of the entire unpaid balance of principal and accrued interest at the option of the holder in the event of default in payment of any principal or interest when due, (b) the payment of reasonable attorneys' fees

in the event of default, and (c) prepayment, without penalty, of all or any part of the unpaid principal, any prepayment being first applied to then accrued interest.

12.9.2. If in dispute, all determinations of LLC Profit required under this Section 12.8 shall be made by an independent certified public accountant acceptable to both Owners and AmSurg and any such determination so made shall be binding on all parties.

12.9.3. If an Owner's Membership Interest is acquired pursuant to this Section 12.8, such Owner will be distributed a pro rata share of the Available Cash Flow allocated to that Membership Interest for the month in which AmSurg purchases the Membership Interest based upon the number of days during such month prior to such purchase in relation to the total number of days in such month. Such distribution shall be made within ninety (90) days after the end of such month.

12.9.4. No payment other than those specifically provided for herein shall be due or payable with respect to the Membership Interest of any Owner. Any debt due by the LLC to any Owner shall be payable according to its terms.

12.9.5. Any closing of the purchase of an Owner's Membership Interest pursuant to this Section 12.8 shall be held at the principal office of the LLC within thirty (30) days following the exercise by AmSurg of its option to purchase such Membership Interest as described above.

At the closing, AmSurg shall pay, upon the terms specified hereinabove, the determined value of such Membership Interest to such Owner, after receiving appropriate releases and satisfactions.

12.9.6. AmSurg may transfer or assign any of its rights to purchase the Membership Interest of an Owner to AmSurg's Affiliates or assigns.

12.9.7. If AmSurg or its Affiliate purchases some or all of the Membership Interest of an Owner pursuant to this Section 12.8, AmSurg will use its best efforts to have such Owner released from the appropriate portion of Principal Indebtedness, if any, guaranteed by such Owner. In the event that an Owner is not so released, AmSurg and AmSurg Corp. will indemnify and hold harmless such Owner from liability resulting from that portion of such guaranty.

12.10. **Amendment to Exhibit A.** An appropriate amendment to the amounts shown for capital account balances and Membership Percentages on Exhibit A hereto shall be made upon: (a) any assignment or termination of a Membership Interest described in Sections 12.1.1 through 12.1.5 hereof, (b) the admission of any New Member under Section 12.7 hereof, or (c) any purchase of a Membership Interest pursuant to Section 12.8 hereof.

12.11. **Pledge of Membership Interest.** No pledge or an Owner's interest may be made without the approval of AmSurg. The pledge of or the granting of a security interest, lien or other encumbrance in or against any or all of a Member's Membership Interest shall not constitute an assignment or transfer of such Membership Interest for purposes of this Article 12 or cause such Member to cease to be a Member or to cease to have the power to exercise any of its rights or powers as a Member. Any such pledgee shall not be a Member and shall not be entitled to any rights of a Member, other than the right to receive profit and loss allocations and distributions to the extent permitted by applicable law, unless such pledgee becomes a Member pursuant to Section 12.3 hereof. In any event, the foreclosure of or exercise of other secured party remedies with respect to such pledge, security interest, lien or other encumbrance resulting in an Assignment of any such Membership Interest shall nonetheless be an Assignment subject to the restrictions of Article 12. AmSurg shall have the right to pledge or grant a security interest, lien or other encumbrance in or against any or all of its Membership Interest.

13. **DISSOLUTION, WINDING UP, AND TERMINATION OF THE LLC'S EXISTENCE**

13.1. **Term.** The term of the LLC shall continue until earlier terminated in accordance with the provisions of this Agreement. The Members intend for the term of the LLC, and their involvement in the operation thereof, to continue until the Members mutually agree otherwise. No Member shall take any action unilaterally to terminate the LLC or withdraw as a Member.

13.2. **Events Causing Dissolution and Winding Up.** The LLC shall be dissolved and its affairs wound up only upon the occurrence of the following events (individually, a "Dissolution Event"):

13.2.1. At any time with the prior approval of those Members holding 100% of the voting power and 100% of the Membership Interests in the LLC; or

13.2.2. Termination of this Agreement pursuant to Section 14.13 hereof.

13.3. **Winding Up Affairs on Dissolution.** Upon dissolution of the LLC, the Officers or other persons required or permitted by law to carry out the winding up of the affairs of the LLC shall promptly notify all Members of such dissolution; shall wind up the affairs of the LLC; shall prepare and file all instruments or documents required by law to be filed to reflect the dissolution of the LLC; and, after collecting the debts and obligations owed to the LLC and after paying or providing for the payment of all liabilities and obligations of the LLC, shall distribute the assets of the LLC in accordance with Section 6.5. In determining the final balance of the Book Capital Accounts, assets of the LLC which are distributed in kind to the Members, if any, shall be treated as if sold for their fair market value and allocations shall be made pursuant to Sections 6.1 and 6.2 hereof.

13.4. **Waiver of Right to Partition and Decree of Dissolution.** As a material inducement to each Member to execute this Agreement, each Member covenants and represents to each other Member that, during the period beginning on the date of this Agreement, no Member, nor such Member's heirs, representatives, successors, transferees or assigns, will attempt to make any partition whatever of the assets of the LLC or any interest therein whether now owned or hereafter acquired, and each Member waives all rights of partition provided by statute or principles of law or equity, including partition in kind or partition by sale. The Members agree that irreparable damage would be done to the goodwill and reputation of the LLC if any Member should bring an action in a court to dissolve the LLC. The Members agree that this Agreement provides fair and just provisions for payment and liquidation of the interest of any Member in the LLC, and fair and just provisions to prevent a Member from selling or otherwise alienating its interest in the LLC. Accordingly, each Member hereby waives and renounces its right to such a court decree of dissolution or to seek the appointment by court of a liquidator or receiver for the LLC.

14. **GENERAL PROVISIONS**

14.1. **Notices.** Except as otherwise provided in this Agreement, any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be duly given

14.1.1. if delivered in writing, personally to the person to whom it is authorized to be given; or

14.1.2. if sent by certified or registered mail, overnight courier service or facsimile to the address of the Member or Director reflected in the records of the LLC.

Any such notice shall be deemed to be given as of the date so delivered, if delivered personally, as of

the date on which the same was deposited in the United States mail, postage prepaid, addressed and sent as aforesaid, or on the date received if sent by overnight courier services or electronic facsimile.

14.2. **Section Captions.** Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

14.3. **Applicable Law.** This Agreement and the rights of the Members shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

14.4. **Severability.** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby. Without limiting the foregoing, the Members agree that in the event a court or arbitrator with appropriate jurisdiction determine that the geographic area and/or the time restrictions set forth in Section 8.2 hereof are unenforceable as a matter of law, then the court or arbitrator may modify the unenforceable provision in order to make it enforceable and such modification will be deemed to be valid amendment to this Agreement to which each Owner and his or her Affiliates will be bound.

14.5. **Binding Effect.** Except as herein otherwise provided to the contrary, this Agreement shall be binding upon, and inure to the benefit of, the Members and their respective heirs, executors, administrators, successors, transferees and assigns.

14.6. **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural, and vice versa.

14.7. **Amendment.** This Agreement may be amended in writing (a) with the consent of AmSurg and the Owners holding two-thirds of the Membership Interests held by all Owners and (b) with respect to Exhibit A hereto, under the circumstances set forth in Sections 4.8 and 12.9 hereof. In the event that the parties hereto agree to admit a New Member pursuant to Section 12.7 hereof, the parties will amend this Agreement accordingly.

14.8. **Parties in Interest.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Members hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

14.9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14.10. **Interpretation in Accordance with Requirements for Partnership Tax Treatment.** The LLC is intended to be treated as a partnership for federal income tax purposes, and this Agreement shall be interpreted in a manner consistent with such intended tax treatment.

14.11. **Arbitration.** All disputes arising under this Agreement shall be resolved by binding arbitration pursuant to the rules of the American Health Lawyers Association Dispute Resolution Service ("AHLA") then pertaining. The arbitration proceedings shall be held in Nashville, Tennessee. The procedures for conducting discovery in connection with any such arbitration proceeding shall be determined by the mutual agreement of the Members party to the arbitration proceeding or, if the Members cannot agree, by the arbitrators. The arbitrators shall apply the substantive laws of the State of Tennessee and the United States.

The Members may, if they are able to do so, agree upon one arbitrator; otherwise, there shall be three arbitrators selected to resolve disputes pursuant to this Section 14.11, one named in writing by each Member party to the arbitration proceeding within thirty (30) days after notice of arbitration is served upon any Member by another Member and a third arbitrator selected by the two arbitrators selected by the Members within fifteen (15) days thereafter.

If the two arbitrators cannot select a third arbitrator within such fifteen (15) days, a Member may request that the AHLA select such third arbitrator. If one Member does not choose an arbitrator within thirty (30) days, the other Member(s) shall request that the AHLA name such other arbitrator. No one shall serve as arbitrator who is in any way financially interested in this Agreement or in the affairs of any Member.

Each of the parties to the arbitration shall pay its own expenses of arbitration and one-half of the expenses of the arbitrators. If any position by any party to the arbitration, or any defense or objection thereto, is deemed by the arbitrators to have been unreasonable, the arbitrators shall assess, as part of their award against the unreasonable Member or reduce the award to the unreasonable Member, all or part of the arbitration expenses (including reasonable attorneys' fees) of the other Member(s) and of the arbitrators.

14.12. **Access to Books and Records by Governmental Officials.** Upon written request of the Secretary of Health and Human Services or the Comptroller General or any other duly authorized representatives thereof, each Member shall make available to the Secretary those contracts, books,

documents and records necessary to verify the nature and extent of the cost of providing its services to the Center. Such inspection shall be available up to four (4) years after such services are rendered. If any Member carries out any of the duties of this Agreement through subcontract with a value of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related individual or organization, such Member agrees to include this requirement in such subcontract. If a request from the Secretary or his representative is served on a Member, that Member will notify the LLC in writing prior to responding to the request.

14.13. **Limited Renegotiation.** This Agreement shall be construed to be in accordance with any and all federal and state laws, including laws relating to Medicare, Medicaid and other third party payors. In the event there is a change in such laws, whether by statute, regulation, agency or judicial decision, interpretation, pronouncement, guidance or otherwise that has any material effect on any term of this Agreement, then the applicable term(s) of the Agreement shall be subject to renegotiation and any Member may request renegotiation of the affected term or terms of this Agreement, upon written notice to the other Members, to remedy such condition.

The Members expressly recognize that upon request for renegotiation, each Member has a duty and obligation to the others only to renegotiate the affected term(s) in good faith and, further, each Member expressly agrees that its consent to proposals submitted by the other Members during renegotiation efforts shall not be unreasonably withheld.

Should the Members be unable to renegotiate the term or terms so affected so as to bring it/them into compliance with the statute, regulation, agency or judicial decision, interpretation, pronouncement, guidance or other reason that rendered it/them unlawful or unenforceable within sixty (60) days of the date on which notice of a desired renegotiation is given, then the Members shall be entitled, after the expiration of said sixty (60) day period, to terminate this Agreement upon thirty (30) additional days written notice to the other Members.

14.14. **Integrated Agreement.** This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the Members other than those set forth herein or herein provided for.

The Members acknowledge that they have independently negotiated the provisions of this Agreement, that they have relied upon their own counsel as to matters of law and application and that no Member has relied on any other Member with regard to such matters. The Members expressly agree that there shall

be no presumption created as a result of any Member having prepared in whole or in part any provision of this Agreement.

[Remainder of page intentionally left blank]

CERTIFICATE

IN WITNESS WHEREOF, the undersigned hereby agree, acknowledge and certify that the foregoing Agreement constitutes the Operating Agreement of The Glen Endoscopy Center, LLC adopted by the Members.

John Vainder, M.D.

AMSURG HOLDINGS, INC.

By: _____
Name: _____
Title: _____

OWNERS:

Douglas Adler, M.D.

Ronald Bloom, M.D.

Kenneth Chi, M.D.

Jan Faibisoff, M.D.

Jeffrey Jacobs, M.D.

Nina Merel, M.D.

Leela Prasad, M.D.

Karen Sable, M.D.

Alan Shapiro, M.D.

EXHIBIT A

<u>Member Name and Address</u>	<u>Capital Account Balance</u>	<u>Membership Percentage</u>
AmSurg Holdings, Inc. 20 Burton Hills Boulevard Nashville, TN 37215 FEIN: 62-1595888		51.000%
Douglas Adler, M.D. _____ SSN: _____		6.517%
Ronald Bloom, M.D. _____ SSN: _____		6.517%
Kenneth Chi, M.D. _____ SSN: _____		3.283%
Jan Faibisoff, M.D. _____ SSN: _____		3.283%
Jeffrey Jacobs, M.D. _____ SSN: _____		6.517%
Nina Merel, M.D. _____ SSN: _____		3.283%
Leela Prasad, M.D. _____ SSN: _____		3.283%
Karen Sable, M.D. _____ SSN: _____		6.517%
Alan Shapiro, M.D. _____ SSN: _____		6.517%
John Vainder, M.D. _____ SSN: _____		3.283%
TOTAL:		100.000%

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V. Work Schedule

A. Attendance

Because fellow employees and doctors depend upon your work in order to do their own job, we know you will want to cooperate by being at work punctually each day. Tardiness and excessive absences are unfair to your fellow employees, the doctors, as well as to our patients and practice.

If you are unable to report to work, or if you know you will be late, notify your supervisor as soon as possible. It is the employee's responsibility to obtain his/her supervisors home telephone number so that contact can be made prior to the start of the workday. Under normal circumstances, it is not acceptable to notify only the answering service or another staff member. If you are absent for three consecutive days without notifying your supervisor, it will be assumed that you have resigned your position, and all employee benefits will be considered forfeited.

B. Hours of Work

The standard workweek begins on Sunday and ends on Saturday and consists of forty (40) hours. Standard work hours are eight hours per day, excluding lunch breaks. This work week may vary, depending on organizational needs, to allow for flextime scheduling for employees whose positions require it. The supervisor and/or Administrator must approve special work schedules. Management reserves the right to change an employee's hours on a temporary basis to cover staffing shortages or excesses. Management may change an employee's hours permanently, due to staffing changes, after discussing it with the employee and giving two weeks in advance notice to the employee.

C. Lunch Periods

It is the policy of this organization to establish lunch breaks as deemed by the work load and patient flow. In order to efficiently manage personnel, and provide the highest possible service to our clients, lunch breaks will be staggered. Employees who are to work for 7/12 continuous hours or longer will have an uncompensated meal period each day. The normal lunch break is an unpaid thirty minutes. Meal periods may be staggered to insure proper coverage in the facility. Lunch breaks should be taken in the employee lunchroom or outside the facility. Eating lunch in the work area is not permitted.

Exceptions to this are if employees are needed in case of breakdown of machinery or equipment or other emergency requiring services of experienced and competent labor to prevent injury to person, damage to property, or suspension of necessary operation.

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Employees are required to clock in and out for lunch periods.

D. Mileage/Business Expenses

Mileage driven during the course of the workday for business purposes will be reimbursed at the current IRS approved rate, with prior approval from your supervisor. (As per IRS regulations, this does NOT include mileage driven between an employee's home and the center.)

Employees may be reimbursed for other business related expenses, but prior approval must be obtained from your supervisor.

All mileage and business expenses must be submitted to your supervisor for approval on an "Expense and Mileage Log" form with appropriate receipts attached.

E. Use of Time Clocks

Employees are required to record their attendance daily by using a time clock. Employees must time in and out at the start and end of regularly scheduled shifts. For example, hours are 8:00 – 5:00, time in at 8:00 (not 7:45) and out at 5:00 (not 4:54). If there are any questions, discuss them with your supervisor prior to clocking in or out. It is important to indicate time away due to illness, vacations, or any other related time considerations using a VSP voucher. Any absence from the office or overtime should be explained on your VSP voucher.

Falsifying time cards, punching another employee's time card or having one's time card punched by another is prohibited and can result in immediate termination.

F. Time Off Without Pay

If VSP time is available, it must be utilized when taking time off.

All days off except for approved and accrued illness, vacation, and paid holidays are without pay.

Requests for time off without pay are limited to unusual circumstances and must be approved in advance by your supervisor.

Whenever the physician is out of town or we do not have surgery scheduled in the ASC, it is preferred that you take vacation or time off.

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G. Leave of Absence

A leave of absence may be granted if you have completed at least one year of continuous employment. Employees who have worked for the corporation for less than one year will not be eligible for leave. This request for personal time off must be in writing and submitted to your immediate supervisor at least 30 days before the requested leave is to begin. A leave request may be for any period of time, not to exceed 90 calendar days. Time off will be paid only to the extent of the employee's accumulated vacation.

If your leave request is granted, your vacation and sick leave benefits will be suspended from accrual until you return to work. The employee is responsible for payment of all premiums due for any medical insurance. The payment of the premiums is at the full amount charged to the organization.

H. Disability Leave

Currently, this organization is not a covered employer under the Family and Medical Leave Act of 1993 (FMLA). At such time the organization does meet the necessary requirements, this policy will be reviewed for possible revision.

I. Jury Duty

Full-time employees who are summoned to serve on a federal, state or municipal court jury will be paid his/her regular base pay less the amount equal to any compensation, other than expenses, paid by the court. Employees will need to provide proof of service to his/her immediate supervisor. If jury duty ends prior to the end of the workday, the employee will return to work.

J. Military Duty

Any employee, who is a member or a reserve component of the United States Military service or National Guard, will be granted leave without loss of pay to attend annual active duty or training. This leave is not to exceed fifteen working days in a calendar year, and the employee is required to furnish a copy of their orders to management.

K. Bereavement Time Off

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All full-time employees will be granted three days off with pay in the event of death in the immediate family. Immediate family is defined as spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchild, of the employee or his/her spouse.

The employee's immediate supervisor shall be given notice of intention to take funeral leave as a death occurs. Time taken for funeral leave shall be noted on the employee's VSP voucher and must be initialed by his/her immediate supervisor.

L. Resignation

Employees are expected to give a minimum of two weeks notice of their intention to resign. Failure to give the required notice will result in forfeiture of benefits (including VSP) and ineligibility for re-employment.

Any employee who is absent from work without notifying his/her immediate supervisor of the reason for the absence is considered as having abandoned the job and as having resigned after the third consecutive day of absence.

The employee is not issued a final paycheck until he/she returns all corporate property including, but not limited to, keys, security cards, etc.

Final pay will be distributed at the next normal payday.

M. Punctuality

Punctuality is a job requirement. It should be impressed that tardiness results in a decline in the "team spirit" that is so essential to a well functioning organization.

The following policy will be enforced for tardiness:

Employees are allowed up to thirty minutes in a three-month period in unexcused tardiness. If the thirty minutes is exceeded during that three-month period the employee will receive a written warning. If the employee receives a second written warning in twelve months, termination could result.

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V. Compensation and Benefits

A. Employee Category

Employees are assigned a status for the purpose of record keeping, compensation and benefits. The status is based on the number of hours per week the employee is regularly schedule to work.

Status 1 30-40 hours per week Full Time Employee

Status 2 30 or fewer hours per week Part Time Employee

Status 3 Scheduled As Needed PRN Pool

Benefit Eligibility

Status 1 Receive full benefits

Status 2 Receive VSP and pro-rated holiday pay

Status 3 No benefits

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B. Compensation

Our organization endeavors to pay equitable salaries based on the responsibilities of the position and employee's performance. Some of these factors may include, but are not limited to, educational background, work history, job experience, and specialized training.

Salary increases are administered on the basis of merit and your employer's evaluation of your job performance. Each employee will have a written review in July. Any salary increase may or may not be granted at that time.

Pay periods are Sunday through Saturday. Salaries are computed biweekly (every two weeks). Paychecks are issued every other Friday for the previous two weeks time period. For example, on August 21, an employee would be paid for August 2nd- August 15th.

If a paid holiday falls on your payday, you will receive your paycheck the preceding day.

Overtime (over 40 hours per week of productive hours) for all non-exempt employees will be paid at the rate of one and one-half times the employee's regular hourly rate. All overtime must be pre-authorized by the employee's supervisor and will be granted only when it is to the benefit of the corporation for the work to be performed. Any unauthorized overtime will be subject to disciplinary action. Time and one-half will be paid only for "actual hour worked". Vacation, holiday, birthday and sick pay will not be included when computing overtime.

Employees are required to use a time clock for recording hours worked, vacation, sick leave, etc. Any questions an employee has concerning properly filling out time cards should be referred to his/her supervisor for clarification.

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C. Vacation, Sick Leave, Personal Days (VSP Days)

All status 1 and status 2 employees are entitled to vacation/sick leave/ and personal days after working six months. No vacation or personal days are permitted during the first six months of employment; however, after six months of employment, you are eligible to take your accrued VSP days. Should the employment relationship end prior to six months, the employee will NOT be paid accrued VSP time. Requests for time off must be submitted in writing.

VSP days begin to accrue on the 91st day of employment (following the introductory period of 90 days) and accrue as follows:

0 – 90 days	0 Hours
91 st day – 5 years	.0625 Hours VSP per hour worked (Estimated Full-time 10.8 hours/month)
5 years & over	.08175 Hours VSP per hour worked (Estimated Full-time 14.2 hours/month)

Employees may take these days for vacation, personal, illness (personal or immediate family), emergency leave, or individual need. Requests for time off must be submitted in writing to your supervisor by the first day of the month prior to the month in which you are requesting time off.

Example: Requesting for the third week in August must be submitted by July 1.

It is mandatory that 40 hours of earned VSP be taken each year. VSP time may be "bought out" twice a year. The buyout times are the last pay period in June and the last pay period in December. A total of 40 hours per year may be bought out.

Unused VSP time may be carried forward from one year to the next at the rate of ten days or 80 hours per year. Any time over 80 hours will be lost.

D. Holidays

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This organization observes six paid holidays per year. Full-time employees (Status 1) are eligible for the day off and will be paid eight hours of regular base pay. Part-Time employees (Status 2) are eligible for the day off and will be paid on a pro-rated basis. Holidays that fall on Sunday will be observed on Monday, and holidays that fall on Saturday will be observed on Friday.

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

E. Insurance

Employee health insurance coverage is available for all Status 1 employees for a small fee. Spouse, children or family coverage is available for an additional cost. Employees are eligible to participate in the health insurance plan on the first day of the month following one month of service. There is no open enrollment period for employee or employee family members except at time of hire without providing evidence of insurability.

In addition, there is life insurance available for all Status 1 employees. This benefit is available even if health insurance is declined.

F. Retirement Plan

Due to the fact the company is newly organized, there is not an active retirement plan. The Board will review plan options and make a determination regarding a plan prior to the end of the first year of operation.

G. Worker's Compensation

As an employee you are covered by Worker's Compensation during your employment. This coverage is for sickness, accident or injury related to or as a result of your employment. It is mandatory that you notify your supervisor immediately (within 24 hours) of any job-related sickness, accident or injury.

MEMBERSHIP INTEREST PURCHASE AGREEMENT

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Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

“Services”

Service	Vendor
Laundry	Image First
Hazardous Waste	Stericycle
Management Fees	Neuterra
Payroll Processing Fees	ADP
Computer Support	Source Medical
Quarterly Pharmacy Review	Michele Haines, RPH
Legal and Professional Fees	Ronald Bloom, MD
Legal and Professional Fees	FGMK Insurance Agents
Telephone	X O Communications
Gas	Nicor Gas
Electricity	Com Ed
Electricity	MC2
Repairs & Maintenance	B & B Services, Inc
Repairs & Maintenance	Atomatic Mechanical
Security	Guardian Protection

For The Glen Endoscopy Center, LLC

MEMBERSHIP INTEREST PURCHASE AGREEMENT

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Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

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Between AmSurg Holdings, Inc. and The Glen Endoscopy Center, LLC

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

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Between AmSurg Holdings, Inc. and The Glen Endoscopy Center,
L.L.C.

"Consents and Approvals"

IL Dept. of Health Services, Facility License # 248000315; exp. 01/01/2013
Medicare: Provider/Certification Number: 14C0001112
Medicaid Number: not provided
DEA Registration number: BG7436771; exp. 09/30/2013
CLIA Laboratory Registration/ Certificate of Waiver : 14D1026299; exp. 06/01/2014

For The Glen Endoscopy Center, LLC.

Glenview II 04-16 (Consents Approvals)

10/3/2012

3:10 PM