



State of Tennessee

Health Facilities Commission

665 Mainstream Drive, 2nd Floor, Nashville, TN 37243

www.tn.gov/hfc

Phone: 615-741-7221

June 16, 2025

Sent Via Email

Catherine S. Dorvil (cdorvil@chamblisslaw.com)

Dickson Surgery Center

c/o Chambliss, Bahmer & Stophel, P.C.

Liberty Tower

605 Chestnut Street, Suite 1700

Chattanooga, Tennessee 37450

Facility Type: Ambulatory Surgical Treatment Center

License Number: 254

Dear Catherine Dorvil:

It is my pleasure to inform you that your application for change of ownership of Dickson Surgery Center located at 127 Crestview Park Drive, Dickson, Tennessee 37055 has been initially approved effective June 1, 2025. The license number shall be 254. For this initial approval to become final and permanent, your application must be ratified by the Commission pursuant to T.C.A. §68-11-206. The Commission will consider your application at its next meeting, scheduled for July 23, 2025. **You are hereby authorized to commence operation pending the final decision of the Commission.** No further action is necessary on your part at this time.

If the Commission **does** ratify the approval of your application, the license number listed above will become your permanent license number and a letter will be forwarded to you within three (3) business days, notifying you of the Commission's final decision.

If the Commission **does not** ratify the initial approval of your application, a letter will be forwarded to you providing an explanation and specific instructions as to any action(s) you may take to have the decision reviewed, at which time this authorization shall cease to be effective.

Please contact me if I can be of further assistance.

Sincerely,

Amy Whitaker

Amy Whitaker, ASA 2

Health Facilities Commission

Phone: (615)-741-7188

Fax: (615) 253-8798

Email: Amy.Whitaker@tn.gov

cc: West Tennessee Regional Office



ESTRO
ITSD

1- RECEIVED DEC 30 2024

RECEIVED DEC 30, 2024
LICENSE # 254
APPL # 10002

**AMBULATORY SURGICAL TREATMENT CENTER
APPLICATION FOR CHANGE OF OWNERSHIP**

All applicable laws, rules, policies, and guidelines affecting your practice are available for viewing at <https://www.tn.gov/hfc/division-of-licensure-and-regulation/hfc-licensure/licensure-applications.html>. Please check this website periodically for updates.

Name of the Facility/Agency Dickson Ambulatory Surgery Center

Location of the Facility:

Street 123 Crestview Park Rd. City Dickson

County Hamilton Dickson State TN Zip 37055

Phone Number (615) 257-4610 Fax Number (615) 257-4609

Twenty-four (24) Hour Emergency Phone Number (615) 426-6293

E-Mail Address CStrong@dicksonmd.com

Administrator Information:

Administrator Christie Strong

Have you (Administrator) ever been convicted of a crime involving injury or harm to person(s), financial or business management (e.g., assault, battery, robbery, embezzlement, or fraud)? Yes ☐ No ☒

If yes, what charge(s)? N/A

Location of Conviction _____ Date _____
(City) (County) (State)

Mailing address if different from the Facility location address:

Name Dickson Surgical Partners

Street 127 Crestview Park Dr.

City Dickson State TN Zip 37055

Ownership of Building:

Name New Prospects Development Phone Number (615) 828-9417

Street 127 Crestview Park Dr.

City Dickson State TN Zip 37055

FEESCHEDULE: (FEESARENON-REFUNDABLE) \$1,404

1. Check classification of institution for which application is made:

General Surgical ☒ Maternity _____ Gynecological _____ Dental _____ Other (specify) _____
Abortion _____ Plastic Surgery _____ Ophthalmological _____ Acupuncture _____
EENT _____ Urological _____ Gastroenterology _____ Cancer Treatment _____

2. Briefly state the overall objective of the surgical treatment center: _____
Multi-specialty surgical center.

OWNERSHIP OF BUSINESS:

1. a. Check the type of Legal Entity:

Individual _____ Partnership _____ Corporation _____ Limited Liability Company ☒
Church Related _____ Government/County _____ Other _____

- b. Check One: For Profit ☒ Non-profit _____

- c. Legal Entity checked in 1.a:

Name Dickson Surgical Partners, LLC Phone Number (615) 257-4610
Street 127 Crestview Park Dr.
City Dickson State TN Zip 37055

- d. List name(s) and address(es) of individual owners, partners, directors of the corporation, or head of the governmental entity:

<u>Dickson Medical Associates, P.C.</u>	<u>127 Crestview Park Dr.</u>	<u>Dickson, TN 37055</u>
Name	Street	City, State, Zip
<u>Dickson Surgical Associates, LLC</u>	<u>127 Crestview Park Dr.</u>	<u>Dickson, TN 37055</u>
Name	Street	City, State, Zip

(If additional space is needed, please use a separate sheet)

- e. If a government/county owned facility, does the administrator have authority to act on behalf of the government/county as it relates to the operation of this facility? Yes _____ No N/A

- f. If no to e., who has said authority? N/A

2. a. Is the ambulatory surgical treatment center a hospital-based ambulatory surgical treatment center?

Yes _____ No ☒

- b. Is the ambulatory surgical treatment center a non-hospital ambulatory surgical treatment center? Yes ☒ No _____

3. a. In accordance with Rule 0720-20-.02, is this CHOW a lease of operation? Yes _____ No ☒

- b. If yes, please provide the lessor's information below:

Name _____ Phone Number () _____
Address _____

4. a. Is your facility/organization accredited by a **federally approved** accrediting body including but not limited to JCAHO,

CARF, etc.? **Provide proof of accreditation.**

Yes ☒ No ☐ Expiration Date May 27, 2027

5. Is this facility chain affiliated? Yes ☐ No ☒

6. If you have a parent company, please provide the following information:

Name N/A Phone Number ()

Address

7. a. If a corporation, is there a holding company? Yes ☐ No ☒ N/A

b. If yes, list the name, address, and phone number of the holding company:

Name Phone Number ()

Street

City State Zip

8. a. Are any owners of the disclosing entity also owners of other health care facilities in Tennessee and/or other states?
Yes ☐ No ☒

b. If yes, list names and addresses of all such facilities: *(If additional space is needed, please use a separate sheet)*

9. a. Do you have a contract with a management firm to operate this facility? Yes ☒ No ☐
If yes, specify dates: From March 2024 To until terminated by 75% vote of Board of Directors

b. If yes, please specify name of firm: Southern Medical Management Partners, LLC

Phone Number (615) 446-1324

127 Crestview Park Dr. Dickson, TN 37055

Street City, State, Zip

10. For any item in (9) a-h below, please identify, explain, and provide documentation of the item(s) noted if response is "Yes".
Have either the licensed entity for any of the other health care facilities in Tennessee and/or other states on the list in question (7.b.) above, OR the management firm listed in question (8.) above; been subjected to any of the following within the last (5) years:

a. **Licensure**

i) Denied a license? Yes ☐ No ☒

ii) Had a license suspended or revoked by any state licensure agency? Yes ☐ No ☒

iii) Been subject to a final order or judgment in a state licensure action? Yes ☐ No ☒

b. **Convictions**

i) Convicted of a criminal offense related to that person's involvement in any program under any state or Federal health care program (including Medicare, Medicaid, and Tricare)? Yes ☐ No ☒

c. Exclusion

- i) Excluded from participation in Federal health care programs (Medicare, Medicaid, CHIP, or Tricare) in the past?
Yes _____ No X

(Note: "Excluded" is defined as a provider or entity has been told by the Department of Health and Human Services, Office of the Inspector General (HHS-OIG) that they may no longer be a provider for any federally funded healthcare program).

d. Termination/Suspension

- i) Suspended or terminated from participation in Medicare or Medicaid/TennCare programs? Yes _____ No X

(Note: This would include involuntary termination of a nursing facility or skilled nursing facility by the Centers for Medicare and Medicaid Services (CMS) or state Medicaid agency).

e. Fraud and Abuse

- i) Paid through settlement, or civil or criminal fines, any monies to the federal government or any state as a result of any administrative or judicial proceeding based on allegations of fraud or abuse involving claims related to the provision of health care items and services? Yes _____ No X

f. Corporate Integrity Agreement

- i) Is presently an entity covered by and subject the terms of a corporate integrity agreement? Yes _____ No X

(Note: If yes, provide a copy of CIA)

g. Bankruptcy

- i) Filed bankruptcy under any provision of the United States Bankruptcy Code? Yes _____ No X

h. Civil Monetary Penalty(CMP)

- i) Paid to the Centers for Medicare and Medicaid Services or any state Medicaid agency a civil money penalty equal to or greater than \$250,000.00 as a result of an enforcement action during a survey? Yes _____ No X

Failure to provide true and correct copies of any documents related to the items list in 9(a-h) listed above may be grounds for referral of the application for special consideration, and/or may be grounds for disciplines.

If the applicant answered "Yes" to any of the questions (a)-(h) above, please provide copies of any documentation associated with the event and/or sanction. The documentation should provide the Health Facilities Commission with sufficient information regarding the nature of the event and/or sanction, the current status of the issue, as well as details regarding what corrective action have been implemented (as applicable).

VERIFICATION BY NOTARY PUBLIC:

Signee for application certifies that he or she is of responsible character and able to comply with the minimum standards and regulations established by Tennessee pertaining to the type of facility or agency for which application for licensure is made and with the rules promulgated under Tennessee Code Annotated (TCA) § 68-11-201.

Signee also certifies that a policy has been implemented to inform all employees of their obligation under TCA § 71-6-103 to report incidents of abuse or neglect.

Signee acknowledges that the State of Tennessee may share information regarding the activities and compliance of the licensee, if the submitted CHOW application is a lessor and/or lessee transaction as described in the above Ownership of Business section of this application.

My Sign
Applicant Signature

DSP President
Title or Position

12/30/24
Date

STATE OF TENNESSEE

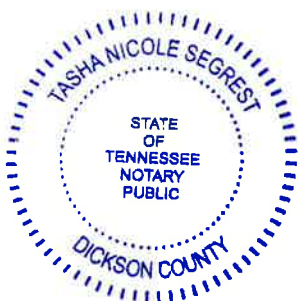
County of DICKSON

The above-named applicant (print name) DR. Wesley Brewer, being by me duly sworn on his/her oath, deposes and says that he/she has read the forgoing application and knows the contents thereof: that the statements concerning the above-named facility or agency, therein contained, are correct and true to his/her own knowledge.

Subscribed to and sworn to me on this 30 day of December 2024
(Month) (Year)

Notary Public: Tasha Nicole Segrest

My commission expires: 12.21.2027



**** DUPLICATE ****



STATE OF TENNESSEE
Health Services and Dev. Agency
Office: Andrew Jackson, 8t
1/6/2025 3:19 PM

Cashier: jeroa0322001
Batch #: 1661817
Trans #: 7

ASTC

Health Care Facilities
Receipt #: 39307074
HA15 HCF \$1,404.00
Payment Total: \$1,404.00
Transaction Total: \$1,404.00
Check 21 \$1,404.00

Thank you for your payment.
Have a nice day!

**** DUPLICATE ****

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH HEAT SENSITIVE INK HAND ICON AND MICROPRINTED BORDER

Dickson Medical Associates
127 Crestview Park Dr.
Dickson, TN 37055

PINNACLE NATIONAL BANK

87-863/640

20125

DATE	AMOUNT
12/18/2024	**1,404.00

PAY ONE THOUSAND FOUR HUNDRED FOUR AND XX/100*****
TO THE
ORDER
OF

Health Facilities Commission
665 Mainstream Drive
2nd Floor
Nashville, TN 37055

Christie Stutz

DETAILS ON BACK

SECURITY FEATURES INCLUDED

MP

12/18/2024 Health Facilities Commission

Date	Doc Type	Reference	Original Amt.	Balance Due	Payment
12/17/2024	Bill	9960	1,404.00	1,404.00	1,404.00
				Check Amount	

1117 Pinnacle Operating Account

Dickson Surgical Partners Dickson Ambulatory Surgery Center

Dickson, TN

has been Accredited by

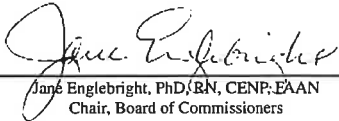


The Joint Commission


Which has surveyed this organization and found it to meet the requirements for the
Ambulatory Health Care Accreditation Program

May 28, 2024

Accreditation is customarily valid for up to 36 months.


Jane Englebright, PhD/RN, CENP, EAAN
Chair, Board of Commissioners

ID #701512
Print/Reprint Date: 05/29/2024


Jonathan B. Perlin, MD, PhD, MSHA, MACP, FACMI
President and Chief Executive Officer

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.





**CHANGE OF OWNERSHIP APPROVAL/DENIAL
(For Office of Health Care Facilities USE ONLY)**

Facility Type: Ambulatory Surgery Center County: Dickson

Facility Name: Dickson Ambulatory Surgery Center

Street Address: 123 Crestview Park Rd.

City/State/Zip Code: Dickson, TN 37055

**Health Licensure Last Survey Date: 3/18/2024 Annual or Complaint (circle one) Survey

Outstanding Complaint(s): Y or N (circle one; if yes, proceed to next question)

Number of Outstanding Complaint(s): _____

Date(s) of Outstanding Complaint(s): _____

**Life Safety Last Survey Date: 3/5/2024 Annual or Complaint (circle one) Survey

Outstanding Complaint(s): Y or N (circle one; if yes, proceed to next question)

Number of Outstanding Complaint(s): _____

Date(s) of Outstanding Complaint(s): _____

Approved: X Denied: _____

If denied, reason for denial: _____

Effective Date of Change of Ownership: 6-1-25

Regional Administrator' Signature/Date: Kathy Zeigler, RA/DPM 1/23/2025



State of Tennessee
Health Facilities Commission

665 Mainstream Drive, 2nd Floor, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-7221

MEMORANDUM

DATE: January 17, 2025

TO: Kathy Ziegler, West Tennessee Regional Administrator

FROM: Amy Whitaker

SUBJECT: CHOW

A change of ownership is to occur on (February 1, 2025) for Dickson Surgery Center, located at 123 Crestview Drive, Dickson Tennessee 37055. This facility is currently owned by Dickson Surgical Partners. The change of ownership applicant is Dickson Surgical Partners, LLC.

Please review your files to determine if there has been an annual survey conducted within the last fifteen (15) months with no deficiencies. Accreditation by a federally recognized accrediting body will stand for the annual licensure survey.

If an annual survey has not been conducted within the last fifteen (15) months, please schedule an on-site survey as soon as possible. If a complaint survey(s) has been conducted in the last fifteen (15) months, please determine if the complaint(s) would prevent recommendation for approval of the change of ownership at this time.

To complete the recommendation for change of ownership, use the Change of Ownership Approval/Denial form. A denial decision could include, but not be limited to the lack of a survey in the last fifteen (15) months, survey performance history, and the nature of complaints received and substantiated for the facility.

If you have any questions, please call me at (615-741-7188).



State of Tennessee
Health Facilities Commission
665 Mainstream Drive, 2nd Floor, Nashville, TN 37243
www.tn.gov/hfc Phone: 615-741-7221

January 17, 2025

Sent Via Email

Catherine S. Dorvil (cdorvil@chamblisslaw.com)
Dickson Surgery Center
c/o Chambliss, Bahner & Stophel, P.C.
Liberty Tower
605 Chestnut Street, Suite 1700
Chattanooga, Tennessee 37450

Dear Catherine Dorvil:

This letter acknowledges receipt of the application and fee for a change of ownership for Dickson Surgery Center, Ambulatory Surgical Treatment Center, license number 254, located at 123 Crestview Park Drive Dickson, Tennessee 37055.

A closing document showing the effective date of transfer to the new owner must be submitted to this office after the transaction is finalized. Prior to issuing a license the charter will be verified with the office of the Secretary of State in Tennessee to ensure that the legal entity is registered as a Limited Liability Company.

Your application and fee will be held in a pending status until your application is recommended by the regional office for a change of ownership. Once the recommendation for a change of ownership is received from the regional office you will be initially approved, and your application will then be presented before the **Health Facilities Commission** for ratification at the next regularly scheduled board meeting.

This application will only be good for one (1) year from the date of receipt. If the change of ownership has not occurred within that one (1) year period you will be required to submit a new application and fee, unless you have contacted our office in writing extending your application.

Should you have any questions or need further assistance please feel free to contact me at (615) 741-7188 or Amy.Whitaker@tn.gov.

Sincerely,

Amy Whitaker

Amy Whitaker, ASA 2
Health Facilities Commission
Phone: (615) 741-7188
Fax: (615) 253-8798
Email: Amy.Whitaker@tn.gov

Chambliss, Bahner & Stophel, P.C.
Liberty Tower
605 Chestnut Street, Suite 1700
Chattanooga, TN 37450
chamblisslaw.com



Catherine S. Dorvil
Direct Dial (423) 757-0240
Direct Fax (423) 508-1240
cdorvil@chamblisslaw.com
Also Licensed in FL

February 13, 2025

Amy Whitaker
Health Facilities Commission
665 Mainstream Drive, Second Floor
Nashville, Tennessee 37243
Amy.Whitaker@tn.gov

RE: Extension of Closing Date for Change of Ownership

Dear Ms. Whitaker,

On December 30, 2024, Dickson Surgical Partners, LLC d/b/a Dickson Ambulatory Surgical Center ("Dickson ASTC") filed a notice of anticipated change in ownership with the Health Facilities Commission. At that time, the projected closing date for the transaction was February 1, 2025.

Dickson ASTC was unable to complete the closing on February 1. The projected closing date for the change of ownership is now March 31, 2025. As soon as the transaction closes, I will provide you with all required documentation.

Please let me know if you need any further information.

Sincerely,

A handwritten signature in cursive script that reads 'Catherine Dorvil'.

Catherine S. Dorvil
CSD/tlt

Chambliss, Bahner & Stophel, P.C.
Liberty Tower
605 Chestnut Street, Suite 1700
Chattanooga, TN 37450
chamblisslaw.com



Catherine S. Dorvil
Direct Dial (423) 757-0240
Direct Fax (423) 508-1240
cdorvil@chamblisslaw.com
Also Licensed in FL

December 26, 2024

Health Facilities Commission
Licensure and Regulation
665 Mainstream Drive, Second Floor
Nashville, Tennessee 37243

RE: Letter of Intent for Change of Ownership

To Whom it May Concern:

This letter serves to provide official notice to the Tennessee Health Facilities Commission, in accordance with Tennessee Administrative Code 0720-20-.02(4), of an anticipated change in the ownership of Dickson Surgical Partners, LLC d/b/a Dickson Ambulatory Surgical Center ("Dickson ASTC").

Dickson ASTC is a director-managed Tennessee limited liability company that currently has four members: (1) Dickson Medical Associates, P.C.; (2) Matt Sarb, D.O.; (3) Wes Brewer, M.D.; and (4) Ehab Kasasbeh, M.D. A fifth member, Giacomo Meeker, M.D., resigned from Dickson ASTC effective August 31, 2024.

As indicated in the attached Application for Change of Ownership, Dickson ASTC anticipates restructuring its membership to consist of two members: (1) Dickson Medical Associates, P.C.; and (2) Dickson Surgical Associates, LLC. Matt Sarb, Wes Brewer, and Ehab Kasasbeh will contribute their current membership interests in Dickson ASTC to Dickson Surgical Associates, LLC in exchange for equal one-third membership interests in Dickson Surgical Associates, LLC. **The projected effective date for the change of ownership is February 1, 2025.**

We respectfully request that this application be considered for ratification at the Commission's January 22, 2025 meeting. Please let me know if you need any further information.

Sincerely,

A handwritten signature in blue ink that reads 'Catherine Dorvil'.

Catherine S. Dorvil
CSD/tlt



BY:

CONTRIBUTION AGREEMENT

This Contribution Agreement (the "**Agreement**") is entered into effective as of June 1, 2025 (the "**Effective Date**"), by and among (i) Dickson Medical Associates, P.C., a Tennessee professional corporation ("**DMA**"), (ii) Dickson Surgical Associates, LLC, a Tennessee limited liability company ("**DSA**"), and (iii) Dickson Surgical Partners, LLC d/b/a Dickson Ambulatory Surgical Center, a Tennessee limited liability company (the "**Company**"). DMA, DSA, and the Company may each be referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS:

A. Subject to the terms and conditions of the Operating Agreement of the Company dated as of June 3, 2021 (the "**Old Operating Agreement**"), Wes Brewer, M.D., Matt Sarb, D.O., and Ehab Kasasbeh, M.D. (collectively, the "**Class B Members**") each hold Twenty-Five (25) Class B Units in the Company, which collectively represent the seventy-five (75) issued and outstanding Class B Units in the Company (the "**Class B Units**").

B. Subject to the terms and conditions of the Old Operating Agreement, DMA currently holds one (1) issued and outstanding Class A Unit in the Company (the "**Class A Unit**").

C. The Company currently has an operating deficit of approximately Two Million One Hundred Seventy-One Thousand Two Hundred Seventy-Five and no/100 Dollar (\$2,171,275.00) (the "**Deficit**"), which DMA has cash-flowed prior to the Effective Date.¹²

D. In connection with the pending restructure of the Company (the "**Restructure**") pursuant to the terms and conditions of the Company's Amended and Restated Operating Agreement dated as of the Effective Date (the "**New Operating Agreement**"), the Parties desire that a portion of the Deficit, equal to Nine Hundred Sixty-Two Thousand Dollars (\$962,630.20)³ (the "**Converted Deficit**"), be converted into fifty-one (51) Units (as defined in the New Operating Agreement) of the Company (the "**DMA Units**") subject to the terms and conditions of the New Operating Agreement. As part of this Restructure, DMA acknowledges, understands, and agrees that its Class A Unit will be canceled.

E. Contemporaneously with the execution of this Agreement, the Company is agreeing to pay to DMA the remainder of the Deficit, currently anticipated to be approximately One Million Two Hundred Eight Thousand Six Hundred Forty-Four and no/100 Dollars (\$1,208,644.00) which (the "**Deficit Balance**"), pursuant to the terms and conditions of that certain Promissory Note (the "**Promissory Note**"), dated as of the Effective Date and executed by the Company in favor of DMA, substantially in form attached hereto as Exhibit A and incorporated herein by reference.

F. Also, contemporaneously with the execution of this Agreement and in connection with the Restructure, on the Effective Date, the Class B Members are collectively contributing the Class B Units to DSA in exchange for DSA's issuance of twenty-one (21) General Units and four (4) Founder Units in DSA (as those terms are defined in the Operating Agreement of DSA dated as of the Effective Date) to each Class B Member. As part of the Restructure, DSA acknowledges, understands, and agrees that the Class B Units it receives from the Class B Members will be canceled and exchanged for forty-nine (49) Units in the Company (the "**DSA Units**") subject to the terms and conditions of the New Operating Agreement.

8. Entire Agreement. This Agreement and the agreements, instruments, and documents contemplated hereby represent the Parties' entire agreement with respect to the subject matter of this Agreement and such other agreements, instruments, and documents, and supersede and replace any prior agreement or understanding with respect to such subject matter. This Agreement may not be amended or supplemented except pursuant to a written instrument signed by the Party against whom such amendment or supplement is to be enforced.

9. Counterparts. This Agreement, and any amendments hereto, may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument. This Agreement will be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. Counterparts may be transmitted via facsimile or other electronic means, and execution by the undersigned by such means shall be deemed an original for all purposes and have the same force and effect as a manually-signed counterpart.

[Signature page follows]

EXHIBIT A

PROMISSORY NOTE

[See attached]

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 3/7/2025 1:16:43 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4925-5504-3329/3/Contribution Agreement - DMA to DSP.docx	
Modified DMS: nd://4925-5504-3329/5/Contribution Agreement - DMA to DSP.docx	
Changes:	34
<u>Add</u>	34
<u>Delete</u>	0
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	68
Total Changes:	

UNIT PURCHASE AGREEMENT

This Unit Purchase Agreement (this "**Agreement**"), dated as of June 1, 2025 (the "**Effective Date**"), is entered into by and between Howard M. Hammer, D.O. ("**Hammer**"), and Dickson Surgical Associates, LLC, a Tennessee limited liability company ("**Company**").

Recitals

- A. Subject to the terms and conditions of this Agreement, Hammer desires to purchase from the Company, and the Company desires to issue and sell to Hammer, twenty-one (21) General Units and four (4) Founder Units in the Company (the "**Purchased Units**"), as those terms are defined in and having the rights and obligations set out in that certain Operating Agreement of the Company, dated as of the Effective Date (the "**Operating Agreement**").
- B. Contemporaneously with the execution of this Agreement and in connection with a pending restructure of Dickson Surgical Partners, LLC d/b/a Dickson Ambulatory Surgical Center, a Tennessee limited liability company ("**DSP**"), on the Effective Date, Wes Brewer, M.D., Matt Sarb, D.O., and Ehab Kasasbeh, M.D. (the "**DSP Class B Members**") are each contributing to DSA the respective Twenty-Five (25) Class B Units held by each of them in DSP in exchange for twenty-one (21) General Units and four (4) Founder Units in the Company. Accordingly, as of the Effective Date Hammer and the DSP Class B Members will each hold twenty-one (21) General Units and four (4) Founder Units in the Company.
- C. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. PURCHASE AND SALE

1.1. Purchase and Sale. Subject to the terms and conditions set forth herein and for the consideration specified in Section 1.2, on the Effective Date, the Company shall sell and issue to Hammer, and Hammer shall purchase from the Company, the Purchased Units, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (collectively, "**Liens**") other than those restrictions under the Operating Agreement.

1.2. Purchase Price. The purchase price for the Purchased Units shall be Two Hundred Thirty One Thousand, Two Hundred Twenty Dollars (\$231,220.00) (the "**Purchase Price**"). Hammer shall pay the Purchase Price to the Company on the Effective Date by check or by electronic transfer of immediately available funds.

1.3. Members of Company. The Company shall update its books and records to reflect (i) the admission of Hammer as a Member holding twenty-one (21) General Units and four (4) Founder Units, and (ii) a capital contribution to the company by Hammer in the amount of the Purchase Price. The Members of the Company as of the Effective Date are reflected on Exhibit A, attached hereto and incorporated herein by reference.

has been duly executed and delivered by Hammer and (b) constitutes the legal, valid, and binding obligations of Hammer, enforceable against him in accordance with its terms.

3.2. No Conflict or Violation. This Agreement has been duly executed and delivered by Hammer and constitutes a legal, valid, and binding obligation of Hammer, enforceable against Hammer in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity).

3.3. No Conflicts; Consents. The execution and delivery by Hammer of this Agreement does not, and the consummation by Hammer of the transactions contemplated hereby will not (with or without the giving of notice, the lapse of time, or both), contravene, conflict with, or result in a breach or violation of, or a default under (i) any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to Hammer; or (ii) any contract, agreement, or instrument to which Hammer is a party or otherwise bound. No consent, approval, waiver, or authorization is required to be obtained by Hammer from any Person (including any governmental authority) in connection with the execution, delivery, and performance by Hammer of this Agreement and the consummation of the transactions contemplated hereby.

3.4. Risk of Loss. Hammer understands and accepts that the purchase of the Purchased Units involves various risks. Hammer has sufficient knowledge, sophistication, and experience in business and financial matters and illiquid investments similar to an investment in the Company so as to be capable of evaluating the merits and risks of an investment in the Company, including the risk that Hammer could lose the entire value of Hammer's investment in the Company. With the assistance of Hammer's own professional advisors (to the extent that Hammer has deemed such assistance appropriate), Hammer has undertaken his own legal, tax, accounting, financial, and other evaluation of the merits and risks of an investment in the Company in light of Hammer's own circumstances and financial condition and has concluded that Hammer is capable of bearing the economic risk of holding the Purchased Units for an indefinite period of time, has adequate means to provide for his current needs and contingencies (after giving effect to an investment in the Company), and can afford to suffer a complete loss of Hammer's investment in the Company.


3.5. Lack of Liquidity. Hammer acknowledges and agrees that no market for the resale of any of the Purchased Units currently exists, and no such market may ever exist. The Purchased Units are subject to the restrictions on transfer set out in the Operating Agreement. Accordingly, no Transfer of any of the Purchased Units is permitted unless such Transfer is permitted under and complies with the applicable provisions of the Operating Agreement. Hammer confirms his understanding that he must bear the economic and financial risk of an investment in the Company for an indefinite period of time.

3.6. Information Concerning the Company. Hammer has made such independent investigation of the Company, its management, its financial condition, and related matters as Hammer deems necessary or advisable in connection with the purchase of the Purchased Units. Hammer and Hammer's representatives have been afforded a full opportunity to ask questions of and receive answers from the directors and officers of the Company about the business and affairs of the Company, and to examine all such documents, materials, and information concerning the Company as Hammer or such representatives deem to be necessary or advisable in order for Hammer to reach an informed decision concerning whether to make an investment in the Company. Hammer confirms that all of Hammer's and any of Hammer's representatives' requests or questions have been answered to their full satisfaction and no request or question has been denied or remains unfulfilled or unanswered.

3.7. Non-Reliance.

IN WITNESS WHEREOF, the parties have executed this Unit Purchase Agreement as of the first set forth above.


HAMMER:



Howard M. Hammer, D.O.

COMPANY:

Dickson Surgical Associates, LLC

By: 
Name: William W. Brewer MD
Title: President

CONTRIBUTION AGREEMENT

This Contribution Agreement (the "**Agreement**") is entered into effective as of June 1, 2025 (the "**Effective Date**"), by and among (i) Wes Brewer, M.D., Matt Sarb, D.O., and Ehab Kasasbeh, M.D. (each, a "**Contributor**" and collectively, the "**Contributors**"), (ii) Dickson Surgical Associates, LLC, a Tennessee limited liability company ("**DSA**"), and (iii) Dickson Surgical Partners, LLC d/b/a Dickson Ambulatory Surgical Center, a Tennessee limited liability company ("**DSP**"). Each Contributor, DSA, and DSP may be referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS:

A. Each Contributor currently holds Twenty-Five (25) Class B Units in DSP, which collectively represent the seventy-five (75) issued and outstanding Class B Units in DSP (the "**Contributed Units**").

B. In connection with a pending restructure of DSP, each Contributor desires to cause all of his respective portion of the Contributed Units to be contributed to DSA in exchange for each Contributor receiving and being issued twenty-one (21) General Units and four (4) Founder Units in DSA (as those terms are defined in the Operating Agreement of DSA dated as of the Effective Date (the "**Operating Agreement**")).

C. Contemporaneously with the execution of this Agreement, on the Effective Date, Howard M. Hammer, D.O. ("**Hammer**") is purchasing from DSA, and DSA is issuing and selling to Hammer, twenty-one (21) General Units and four (4) Founder Units in DSA (the "**Hammer Admission**"). Accordingly, as of the Effective Date, the Contributors and Hammer will each hold twenty-one (21) General Units and four (4) Founder Units in DSA.

D. The Parties desire to enter into this Agreement to evidence and effect the contributions described herein in accordance with the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the provisions and agreements hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

1. Contribution of the Contributed Interests.


(a) For the consideration recited in Section 1(b) below, the receipt and sufficiency of which are hereby acknowledged, each Contributor hereby assigns, transfers, and conveys to DSA all of such Contributor's right, title, and interest in and to his respective twenty-five (25) Class B Units in DSP, and DSA hereby acquires, accepts, and receives collectively from the Contributors all of the Contributed Units, effective as of the Effective Date.

(b) In exchange for the respective contributions of the Contributed Units by each Contributor pursuant to Section 1(a) above, DSA hereby (i) issues to each Contributor twenty-one (21) General Units and four (4) Founder Units in DSA as of the Effective Date, and (ii) admits each Contributor as a member of DSA, as further evidenced by each Contributor's execution of the Operating Agreement.


(c) Following consummation of the transactions contemplated by this Agreement and the Hammer Admission, and as of the Effective Date, the Members of DSA shall be as set forth on Exhibit A, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

CONTRIBUTORS:



Matt Sarb, D.O.



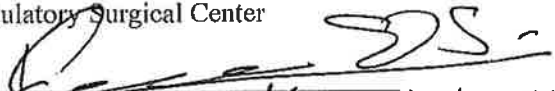
Wes Brewer, M.D.



Ehab Kasasbeh, M.D.

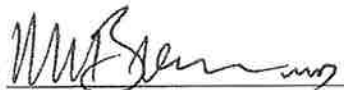
DSP:

Dickson Surgical Partners, LLC d/b/a Dickson
Ambulatory Surgical Center

By: 
Name: Ehab Kasasbeh, MD
Title: _____

DSA:

Dickson Surgical Associates, LLC,

By: 

Name: Wes Brewer, M.D.
Title: President