

CCPA PURCHASING PARTNERS, L.P.
SUBSCRIPTION AGREEMENT

TO THE SUBSCRIBER EXECUTING THE SIGNATURE PAGE TO THIS AGREEMENT:

CCPA PURCHASING PARTNERS, L.P., a limited partnership organized under the laws of the State of Illinois (the “**Partnership**”), hereby agrees with you (the “**Subscriber**”) as follows:

SECTION 1. Definitions. The following capitalized terms used in this Subscription Agreement have the meanings set forth in this Section.

- (a) “**Agreement**” means this Subscription Agreement
- (b) “**Eligible Investor**” means a medical practice (by whatever form organized) of which one or more Qualified Physicians (as defined herein) are owners or employees.
- (c) “**General Partner**” means Children’s Community Physicians Association, Inc. (“**CCPA**”), as the General Partner of the Partnership.
- (d) “**Limited Partner**” means an Eligible Investor admitted as a Limited Partner pursuant to the Limited Partnership Agreement of CCPA Purchasing Partners, L.P., and is a term referring to either Member Limited Partners (as defined herein) or Non-Member Limited Partners (as defined herein) or both. The interest of a Limited Partner in the Partnership is referred to as a “**Limited Partnership Interest**” or as an “**Interest.**”
- (e) “**Member**” means a Member of CCPA.
- (f) “**Member Limited Partner**” means a Limited Partner, the Qualified Physicians of which are Members of CCPA. The interest of a Member Limited Partner in the Partnership is referred to as a “**Member Limited Partnership Interest.**”
- (g) “**Non-Member Limited Partner**” means a Limited Partner, the Qualified Physicians of which are not Members of CCPA. The interest of a Non-Member Limited Partner in the Partnership is referred to as a “**Non-Member Limited Partnership Interest.**”
- (h) “**Prospectus**” means the most recently dated Offering Prospectus of CCPA Purchasing Partners, L.P. existing as of the date hereof.
- (i) “**Qualified Physician**” means a practitioner of medicine or osteopathy who is licensed to practice in, and conducts his or her practice in, any jurisdiction within the Service Area of the Partnership.
- (j) “**Service Area**” means the States of Illinois, Indiana, and Wisconsin, and such additional States within which the General Partner determines to conduct the business of the Partnership from time to time; provided, however, that no State shall be included in the Service Area unless and until the Partnership has taken all required action to offer Partnership Interests to Qualified Physicians in such State.

SECTION 2. Subscription.

(a) The Subscriber, intending to be legally bound, irrevocably subscribes for and applies to purchase from the Partnership the Limited Partnership Interests set forth on the Signature Page (the “**Subscribed Interests**”), at a price (as applicable) of ten dollars (\$ 10.00) per Member Limited Partnership Interest or ten dollars (\$ 10.00) per Non-Member Limited Partnership Interest, in accordance with the terms and subject to the conditions of this Agreement and the Prospectus, as heretofore amended or supplemented, the receipt of which the Subscriber hereby acknowledges. The Subscribed Interests are being offered to the Subscriber as part of an offering to Eligible Investors (the “**Offering**”) of up to five thousand (5,000) Limited Partnership Interests. The terms of the Offering are more particularly described in the Prospectus.

(b) Eligible Investors may subscribe for a minimum and a maximum of one (1) Interest times the number of Qualified Physicians (as defined above) who are owners or employees of the Subscriber.

(c) The Subscriber is simultaneously executing and delivering to the Partnership an executed signature page of the Partnership's Limited Partnership Agreement in the form included in the Subscription booklet of which this Subscription Agreement is a part.

SECTION 3. Payment. Simultaneously with the execution and delivery of this Subscription Agreement by the Subscriber, the Subscriber is tendering payment in full for the Subscribed Interests by delivery of a check made payable to “**CCPA Purchasing Partners, L.P.**”

SECTION 4. Acceptance.

(a) The Subscriber acknowledges and agrees that the General Partner of the Partnership, in its sole discretion, reserves the right to accept or reject this Subscription, in whole or in part, and to withdraw its offer to sell the Interests at any time before the issuance thereof. This Subscription shall be deemed accepted by the Partnership only when the General Partner either deposits a copy of this Subscription Agreement executed on behalf of the Partnership, or other notice of acceptance, in the United States mail, delivers the same by hand, or transmits the same by facsimile to the Subscriber. The Partnership agrees that upon its acceptance of this Subscription, the Partnership shall deliver to the Subscriber a certificate representing the Subscribed Interests or the portion thereof for which the Subscription is accepted.

(b) In the event that this Subscription is not accepted in whole or in part by the Partnership, then the Partnership shall return to the Subscriber, without interest, all, or the applicable pro rata portion, of Subscriber’s payment.

SECTION 5. No Minimum Subscription. Subscriber acknowledges that this Offering has no minimum Subscription requirement. Upon acceptance of this Subscription, Subscriber’s payment shall be immediately available to the Partnership.

SECTION 6. Representations, Warranties, and Covenants of the Subscriber. The Subscriber hereby represents, warrants, and covenants to Partnership as follows:

(a) Subscriber is an Eligible Investor as defined herein;

(b) If Subscriber is subscribing for Member Limited Partnership Interests, each Qualified Physician who is an owner or employee of Subscriber is a Member of CCPA and has entered into a

Participating Provider Agreement with CCPA. Subscriber is not aware of any circumstances that currently, or with the passage of time, constitute grounds for termination of any such Participating Provider Agreement by the Subscriber or by the Qualified Physician, as the case may be, or by CCPA.

(c) **EXHIBIT A** hereto is a true and correct listing of the names, DEA numbers, and other pertinent information of all Qualified Physicians who are owners or employees of Subscriber.

(d) The Subscriber has received and carefully read the Prospectus, is familiar with and understands the Prospectus, has based its decision to invest on the information contained in the Prospectus, and no oral or written representations have been made or oral or written information furnished to the Subscriber in connection with the Offering which were in any way inconsistent with the information provided to the Subscriber in the Prospectus.

(e) The Subscriber understands that no federal or state agency passed upon or endorsed the merits of the Offering or made any finding or determination as to the Interests.

(f) The Subscriber acknowledges and understands that an investment in the Partnership involves a number of significant risks relating to the purchase of the Interests, including those set forth under the caption "Risk Factors" in the Prospectus, and, further, understands such risks.

(g) The Subscriber has sufficient financial resources and wherewithal to make an investment in the Interests and to withstand the loss of its entire investment, and the investment does not exceed ten percent (10%) of the Subscriber's net worth.

(h) The Subscriber has received and carefully read a copy of the Limited Partnership Agreement and acknowledges and understands that the Limited Partnership Agreement describes, among other things, restrictions on the Transfer of the Interests, the right of the Partnership to repurchase the Interests under certain circumstances and other characteristics of the Interests.

(i) The Subscriber acknowledges that the Interests cannot be readily sold because there is currently no public market for the Interests and that the possibility of a public market developing for the Interests is improbable because of the eligibility requirements for ownership and restrictions upon transfer.

(j) The Subscriber understands that the restrictions with respect to sales or transfers of the Interests will be noted in a legend placed on the certificate(s) representing the Interests upon issuance.

(k) The Subscriber will not sell or otherwise transfer the Interests except in accordance with the restrictions on transfer contained in the Limited Partnership Agreement.

(l) The information set forth herein concerning the Subscriber is true and correct, and the Subscriber understands that such information will be relied upon by the Partnership and its employees and agents in determining the Subscriber's eligibility to purchase the Subscribed Membership Interests.

(m) Subscriber is duly authorized and empowered to execute, deliver, and perform this Subscription Agreement and to purchase the Subscribed Membership Interests on behalf of the Qualified Physicians and has duly taken all requisite action in connection therewith.

(n) This Subscription Agreement is a valid and binding legal obligation of the Subscriber, enforceable against Subscriber in accordance with its terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting creditors rights generally and by equitable principals (regardless of whether enforcement is sought in equity or at law), and the execution, delivery, and performance of this Subscription Agreement and the purchase of the Interests do not and will not conflict with, violate, or constitute a default under any applicable law or regulation or any agreement or arrangement to which the Subscriber is a party or may be bound.

(o) The Subscriber has had the opportunity to consult with such Subscriber's legal, financial, and tax advisors concerning the purchase of the Subscribed Membership Interests.

SECTION 7. Representations, Warranties, and Covenants of Partnership. The Partnership hereby represents, warrants, and covenants to the Subscriber as follows:

(a) The execution, delivery, and performance by the Partnership of this Subscription Agreement, including the offer, issuance, sale, and delivery of the Subscribed Membership Interests, have been duly authorized by all necessary corporate action. This Subscription Agreement is a valid and binding legal obligation of the Partnership, enforceable against it in accordance with its terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought in equity or at law).

(b) The issuance of the Subscribed Membership Interests has been duly authorized and, upon the issuance thereof and payment therefor in the manner provided herein, will be duly authorized, validly issued, fully paid and non-assessable.

SECTION 8. Indemnification.

(a) The Subscriber hereby agrees to indemnify, defend, and hold harmless the Partnership, its employees and agents, and all persons deemed in control of the Partnership, and their officers, managers, employees, and agents, from and against any and all claims, actions, loss, costs, expenses, damages, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) arising out of or due to a breach by the Subscriber of any representations, warranties, or covenants made by the Subscriber pursuant to this Subscription Agreement.

(b) In the event the Partnership makes a claim for indemnification pursuant to this Section 8 as a result of, or arising out of, a claim or action initiated against the Partnership by a third party, the Partnership shall, promptly after it becomes aware of such third party claim or action, give the Subscriber written notice describing such claim or action in reasonable detail, provided, however, that the failure to so notify shall not release the Subscriber from its indemnification obligations hereunder. The Subscriber shall defend, at its own expense and by its own counsel, any such matter; provided, however, that such counsel shall be satisfactory to the Partnership in the exercise of its reasonable judgment. The Partnership agrees to cooperate fully with the Subscriber and its counsel in the compromise of, or defense against, any such claim or action and so long as the Subscriber is defending in good faith any such claim, the Partnership shall not compromise or settle such claim without the written consent of the Subscriber, which consent may not be unreasonably withheld. Notwithstanding the obligation of the Subscriber for the defense of such action or proceeding, the Partnership shall have the right to employ separate counsel if (i) the use of counsel chosen by the Subscriber to represent the Partnership would present such counsel with a conflict of interest; (ii) the

defendants in, or targets of, any such claim or action includes both the Partnership and the Subscriber, and the Partnership shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to the Subscriber; (iii) the Subscriber shall not have employed counsel satisfactory to the Partnership in the exercise of the Partnership's reasonable judgment to represent the Partnership within a reasonable time after notice of the institution of such action or proceeding; or (iv) the Subscriber, upon written request of the Partnership to do so, shall authorize the Partnership to employ separate counsel at the Subscriber's expense. In any event, the Partnership shall have the right, at its own expense, to participate in the defense of such claim or action.

SECTION 9. Conditions Precedent. The Subscriber understands and agrees that this Subscription is also subject to the following additional terms and conditions:

- (a) the execution and delivery of the Limited Partnership Agreement by the Subscriber contemporaneously herewith; and
- (b) the continued accuracy and truthfulness of the representations, warranties, and covenants contained in Section 6 hereof.

SECTION 10. Governing Law. This Subscription Agreement shall be construed and its respective provisions enforced and administered in accordance with the laws of the State of Illinois.

SECTION 11. Survival; Assignability.

- (a) The representations, warranties, covenants, and obligations of the Subscriber and the Partnership contained herein shall survive the termination of this Subscription Agreement.
- (b) This Subscription Agreement is not transferable or assignable by the Subscriber.

SECTION 12. Backup Withholding. The Subscriber verifies under penalties of perjury that the Subscriber's true, correct, and complete Taxpayer Identification Number is the number set forth on the Investor Signature Page of this Subscription Agreement and that the Subscriber is not subject to backup withholding either:

- (a) because the Subscriber has not been notified that the Subscriber is subject to backup withholding as a result of a failure to report all interests or dividends; or
- (b) because the Internal Revenue Service has notified the Subscriber that the Subscriber is no longer subject to backup withholding.

SECTION 13. Partial Invalidity. Whenever possible, each provision of this Subscription Agreement shall be interpreted in such manner as to be effective under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation, it shall be deemed modified to conform to the minimum requirements of such law or regulation, or if for any other reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without the remainder thereof or any remaining provision of this Agreement being prohibited or invalid.

SECTION 14. Entire Agreement. This Subscription Agreement represents the entire understanding of the parties regarding the matters set forth herein and supersedes any and all other oral or written agreements between them, which are hereby rendered null and void.

If the foregoing correctly sets forth your understanding of our agreement, please complete and sign the Signature Page and return this Subscription Agreement to us along with full payment for your Subscription.

CCPA PURCHASING PARTNERS, L.P.

CCPA PURCHASING PARTNERS, L.P. SIGNATURE PAGE

BY EXECUTING THIS AGREEMENT, THE SUBSCRIBER IS NOT DEEMED TO HAVE WAIVED ANY RIGHTS AFFORDED THE SUBSCRIBER UNDER THE ILLINOIS UNIFORM SECURITIES ACT OR OTHER APPLICABLE STATE SECURITIES LAWS

(1A) PRACTICE NAME AND CONTACT INFORMATION:

Practice Name: _____

Practice Address: _____ Suite Number: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

General Practice Email: _____

Office Manager/Contact (Name & Title): _____

Office Manager/Contact Email Address (**REQUIRED**): _____

Please note: Email addresses are used by CCPAPP only for the purpose of sending out important communications including but not limited to: new vendor contract announcements, pricing updates, vaccine information, and notice of upcoming events. Email addresses are not shared with anyone outside of CCPAPP including our own contracted vendors. We ask that your practice provides CCPAPP with at least one valid email address to ensure that you are in receipt of the information. If your email address changes, please inform CCPAPP immediately. Thank you!

(1B) PRACTICE NAME AND ADDITIONAL CONTACT INFORMATION (ATTACH ADDITIONAL SHEETS IF NECESSARY)

Practice Name: _____

Practice Address: _____ Suite Number: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

(2) HOW DID YOU LEARN ABOUT CCPA PURCHASING PARTNERS? (Please check all that apply)

CCPA Purchasing Partners' Staff Mailing/Information sent to your practice CCPAPP Website

Another practice/physician (please list so we may thank them): _____

Professional Organization/Society - Please check which one:

Illinois State Medical Society

Illinois Academy of Family Physicians

Missouri State Medical Association

Other (Please list): _____

Representative of CCPAPP's contracted vendors/vaccine companies (please list name of company and contact if possible):

Other (Please explain): _____

CCPA PURCHASING PARTNERS, L.P. SIGNATURE PAGE (CONTINUED)

(3) TAXPAYER I.D. NUMBER: _____ **(PLEASE ALSO SUBMIT COMPLETED W-9 FORM)**

(4) PRACTICE TYPE (check one):

Individual/Sole Proprietor S-Corporation C-Corporation Single-Member LLC Multi-Member LLC Partnership

(5) NUMBER OF INTERESTS SUBSCRIBED FOR: _____ **(PLEASE COMPLETE EXHIBIT A)**

(6) AGGREGATE SUBSCRIPTION PRICE (Number of Interests at \$ 10.00 per Interest): \$ _____

(7) SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF SUBSCRIBING MEDICAL PRACTICE

I have read the CCPA Purchasing Partners, L.P. Subscription Agreement and agree to the terms set forth in the agreement. I am aware that as a limited partner, my practice is entitled to a portion of the administrative awards received from CCPA Purchasing Partners' contracted vendors, which is directly dependent on my practice's utilization of the vendors. I am also aware that I must pay taxes on my share of the limited partnership income. A K-1 form will be provided by CCPA Purchasing Partners each year indicating the total income received by my practice through this partnership.

Practice Name: _____

Name and Title (Please Print:) _____

Signature

Date

THIS SUBSCRIPTION AGREEMENT WILL NOT BECOME EFFECTIVE UNTIL IT IS COUNTERSIGNED BELOW BY A DULY AUTHORIZED OFFICER OR AGENT OF CCPA PURCHASING PARTNERS, L.P.

Agreed to and accepted:

CCPA PURCHASING PARTNERS, L.P.

By: _____ **Date:** _____

Kathleen McTigue
Executive Director, CCPA Purchasing Partners

Exhibit A

The following is a complete and accurate list of all physicians who are owners or employees of the Subscriber practice, with identification of Qualified Physicians (i.e., doctors of medicine and osteopathy licensed to practice in, and conducting a practice in, any jurisdiction within the Service Area of the Partnership). **Attach additional sheets if necessary.** Please note that the physician listed first will be considered the primary physician of the practice group. Correspondences sent from CCPA Purchasing Partners to our practice may be delivered to his or her attention.

Physician Name and Title: _____ Gender: Male Female
Federal DEA Number: _____ State Medical License Number: _____
Specialty(s)/subspecialty(s): _____
Membership in Professional Organizations/Societies: (AAP, ISMS, etc): _____
Email address to receive important news/updates (optional): _____

Physician Name and Title: _____ Gender: Male Female
Federal DEA Number: _____ State Medical License Number: _____
Specialty(s)/subspecialty(s): _____
Membership in Professional Organizations/Societies: (AAP, ISMS, etc): _____
Email address to receive important news/updates (optional): _____

Physician Name and Title: _____ Gender: Male Female
Federal DEA Number: _____ State Medical License Number: _____
Specialty(s)/subspecialty(s): _____
Membership in Professional Organizations/Societies: (AAP, ISMS, etc): _____
Email address to receive important news/updates (optional): _____

Physician Name and Title: _____ Gender: Male Female
Federal DEA Number: _____ State Medical License Number: _____
Specialty(s)/subspecialty(s): _____
Membership in Professional Organizations/Societies: (AAP, ISMS, etc): _____
Email address to receive important news/updates (optional): _____