LIMITED PARTNERSHIP AGREEMENT
OF
CCPA PURCHASING PARTNERS, L.P.

THIS LIMITED PARTNERSHIP AGREEMENT of CCPA Purchasing Partners, L.P., an Illinois limited partnership (the **"Partnership"**), is made, effective as of July 21, 1999, by and among Children's Community Physicians Association, an Illinois not-for-profit corporation, as general partner (the **"General Partner"**), each party listed on Schedule "A" attached hereto as a **"Member Limited Partner"** (collectively the **"Member Limited Partners"**) and each party listed on said Schedule "A" as a **"Non-Member Limited Partner"** (collectively the **"Non-Member Limited Partners"**). The Member Limited Partners and the Non-Member Limited Partners are collectively referred to herein as the **"Limited Partners"**.

BACKGROUND

The General Partner and the Limited Partners have formed a limited partnership (the **"Partnership"**) under the Revised Uniform Limited Partnership Act of the State of Illinois for the purpose of developing and operating a cost reduction program for medical practitioners based on group purchasing of pharmaceuticals, equipment, medical supplies, and other items and services used in the operation of medical practices.

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1
GENERAL; DEFINITIONS

1.1 Formation of Partnership.

1.1.1 The Partnership has been formed as a limited partnership pursuant to the Act by the filing of the certificate of limited partnership with the Illinois Department of State on July 21, 1999. Except as permissibly modified by this Agreement, the Partnership shall be governed by the Act.

1.1.2 The General Partner shall execute such other documents and perform such other acts as shall constitute compliance with all requirements for the formation and operation of the Partnership pursuant to the Act and otherwise under the laws of the State of Illinois and any other jurisdiction in which the Partnership conducts business. In the event of any conflict between the terms and conditions set forth herein and those set forth in the certificate of limited partnership (including any amendments thereto), the terms and conditions of this Agreement shall control as between the Partners.

1.2 Name of Partnership. The name of the Partnership is **CCPA PURCHASING PARTNERS, L.P.**, or such other name as the General Partner may from time to time determine, subject to the requirements of the Act and other applicable law. The Partnership shall be authorized, in the discretion of the General Partner, to conduct business under one or more fictitious names, subject to compliance with the Act and applicable fictitious name statutes.

1.3 Registered and Principal Office. The registered office and principal place of business of the Partnership shall be 225 E. Chicago Avenue, Box 113, Chicago, Illinois 60611-2605. The registered office and the principal place of business of the Partnership need not be the same and either or both may be changed from time to time in the discretion of the General Partner, subject to the requirements of the Act and provided, further, that notice of any such change shall be given to the Limited Partners.

1.4 Purpose. The purpose of the Partnership is to develop and operate a cost reduction program for medical practitioners based on group purchasing of pharmaceuticals, equipment, medical supplies, and other items and services used in the operation of medical practices.

1.5 Term. The Partnership shall continue until dissolved pursuant to Article 10. Dissolution of the Partnership shall occur only upon the occurrence of an event specified in Article 10.

1.6 Certain Definitions. For purposes of this Agreement, and in addition to capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed below:

"Act" means the Illinois Revised Uniform Limited Partnership Act, 805 ILCS 210/100 et seq., as amended from time to time.

"Additional Contribution" means any additional capital contribution required to be made pursuant to Section 3.1.3 below.

"Advances" means advances or loans made to the Partnership by the Partners, in accordance with and as more particularly described in Section 3.2 below.

"Affiliate" means the Immediate Family of an individual person, or any corporation, partnership or other entity controlled by, controlling or under common control with a Person or member of his Immediate Family if such Person is an individual.

"Agreement" means this Limited Partnership Agreement of CCPA Purchasing Partners, L.P., including all Schedules and Exhibits hereto, as amended from time to time.

"Book Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except that **(i)** where an asset has been revalued on the books of the Partnership, the Book Value of such asset shall be adjusted to reflect such revaluation; **(ii)** where an asset has been contributed by a Partner to the Partnership or distributed by the Partnership to a Partner, its Book Value shall be its agreed fair market value; and **(iii)** the Book Value of Partnership assets shall be adjusted to reflect the Depreciation taken into account with respect to such assets.

"Code" means the Internal Revenue Code of 1986, as amended, including corresponding provisions of succeeding law.

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal year (as a result of the revaluation of such asset or its contribution to the Partnership by a Partner), Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided that if the beginning adjusted tax basis is zero, Depreciation for such Fiscal Year shall be determined with reference to such beginning Book Value using any reasonable method selected by the General Partner.

"Depreciation Recapture" means that part of the gain recognized by the Partnership on a sale or other disposition of all or a portion of its property which is treated as ordinary income for federal income tax purposes as a result of the application of Sections 1245 or 1250 of the Code.

"Excess Cash" has the meaning set forth in Section 5.1.3.

"Fiscal Year" means the calendar year, or such other twelve-month period that the General Partner determines to be required by the Code or the Regulations.

"General Partner" means Children's Community Physicians Association (**"CCPA"**), and shall also include any Person admitted to the Partnership as a successor general partner in accordance with this Agreement.

"Hypothetical Capital Account" means with respect to any Partner, such Partner's Capital Account, after giving effect to the following adjustments:

(i) Such Capital Account shall be reduced to reflect the items described in clauses (4), (5) and (6) of Regulation §1.704-1(b)(2)(ii)(d); and

(ii) Such Capital Account shall be increased by any amount such Partner is obligated to restore or is treated as being obligated to restore for purposes of Regulation §1.704-1(b)(2)(ii)(d), including such Partner's Minimum Gain Share and such Partner's share of Partner Minimum Gain.

"Immediate Family" means, with respect to a Person who is an individual, his spouse, his descendants and the spouses of his descendants.

"Indebtedness" means any obligation for money borrowed, including money borrowed pursuant to purchase money indebtedness and Advances.

"Initial Contribution" means, for each Partner, the capital contribution due from such Partner upon such Partner's admission to the Partnership, as set forth on Schedule "A" attached hereto.

"Interest Rate" means three (3) percentage points in excess of the rate of interest published from time to time in the *Wall Street Journal* as the prime rate of interest. Any change in the Interest Rate resulting from a change in the prime rate shall be effective on and as of the date of such change.

"Limited Partner" means each Member Limited Partner (as defined herein) and Non-Member Limited Partner (as defined herein), as listed on Schedule "A" from time to time, and **"Limited Partners"** means all such Persons.

"Major Decision" means the actions and decisions identified in Section 7.2 hereof.

"Majority Approval" means the approval or consent of more then 50% of the Limited Partners whose vote, approval or consent is required, as measured by their relative Percentage Interests.

"Member" means (and the related term **"Membership"** refers to) a physician who has been admitted to and holds corporate membership in CCPA as defined in the Illinois Not-For-Profit Corporation Act and the CCPA Bylaws.

"Member Limited Partner" means a medical practice admitted to the Partnership, in which all Qualified Physicians who are owners or employees are also Members of CCPA.

"Minimum Gain" means an amount determined by computing, with respect to each nonrecourse liability of the Partnership, the amount of gain (of whatever character), if any, that would be realized by the Partnership if it disposed of (in a taxable transaction) the Partnership property subject to such liability in full satisfaction thereof, and by then aggregating the amounts so computed. Such amount shall be determined in a manner consistent with Regulation §1.704-2(d).

"Minimum Gain Share" means for each Partner, such Partner's share of any Minimum Gain for the Fiscal Year (after taking into account any decrease in the Minimum Gain for such year), as determined under Regulation §1.704-2(g).

"Non-Member Limited Partner" means a medical practice admitted to the Partnership, the owners and employees of which include Qualified Physicians who are not Members of CCPA.

"Nonrecourse Deductions" means for each Fiscal Year, the Partnership deductions that are characterized as "nonrecourse deductions" under Regulation §1.704-2(b)(1).

"Participating Provider" means a Member who has entered into a Participating Provider Agreement with CCPA for the purpose of accessing certain third party payor contract arrangements maintained by CCPA.

"Partner" or **"Partners"** means, individually, a General Partner or a Limited Partner, and collectively, the General Partner and Limited Partners, including Persons admitted to the Partnership after the date hereof in accordance with the terms hereof.

"Partner Minimum Gain" means an amount determined by computing, with respect to each Partner Nonrecourse Debt, the Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a nonrecourse liability, determined in accordance with Regulation §1.704-2(i)(3).

"Partner Nonrecourse Debt" means nonrecourse Partnership debt for which one or more Partners bears an economic risk of loss, determined in accordance with Regulation §1.7040-2(b)(4).

"Partner Nonrecourse Deductions" means, for each Fiscal Year, the Partnership deductions that are attributable to Partner Nonrecourse Debt and are characterized as "partner nonrecourse deductions" under Regulation §1.704-2(i)(1).

"Partnership Interest" means a Partner's share of the Partnership equity.

"Patronage Interest" means, for an accounting period, the dollar volume of a Limited Partner's purchases through the Purchasing Program expressed as a percentage of the total dollar volume of such purchases of all Limited Partners.

"Percentage Interests" means the percentages allocated to the Partners as set forth on Schedule "A" hereto, as the same may be modified from time to time in accordance with this Agreement.

"Permitted Indebtedness" means indebtedness which is nonrecourse to the Partnership and all of the Partners, or which is recourse only to the General Partner, and does not exceed $25,000 in aggregate amount.

"Person" means any individual, corporation, partnership, trust, limited liability company or other organization or entity.

"Purchasing Program" means the overall undertaking of the Partnership, as agent of the Limited Partners, to facilitate and make available purchasing arrangements between Vendors and Limited Partners.

"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.

"Regulations" means the Regulations promulgated under the Internal Revenue Code, as such regulations may be amended from time to time.

"Sale of Assets" means **(i)** the sale or other disposition of all or substantially all of the Partnership's assets; **(ii)** the taking of all or substantially all of the Partnership's assets by eminent domain; and **(iii)** any other taxable disposition of all or substantially all of the Partnership's assets.

"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.

"Supermajority Approval" means the concurrent approval or consent of a majority of the Member Limited Partners whose vote, approval or consent is required and a majority of the Non-Member Limited Partners whose vote, approval or consent is required, as measured by their relative Percentage Interests.

"Vendor" means a supplier of pharmaceuticals, medical/surgical products, and/or other goods and supplies that has entered into a Vendor Arrangement with the Partnership.

"Vendor Arrangement" means an agreement between the Partnership and a Vendor to make available certain products to Limited Partners on defined terms.

ARTICLE 2
ADMISSION OF LIMITED PARTNERS

2.1 Eligibility for Limited Partnership. Only Persons who meet the criteria of this Section 2.1 shall be eligible for admission as Limited Partners pursuant to this Agreement. Eligible Persons are medical practices (whether organized as sole proprietorships, partnerships, limited liability companies, corporations, or otherwise) that consist of or include, as owners or employees, one or more Qualified Physicians (as defined in Section 1.6 hereof). If the Qualified Physicians in an eligible practice are Members of CCPA, such practice, upon becoming a Limited Partner, shall be a Member Limited Partner. If the Qualified Physicians in an eligible practice are not Members of CCPA, such practice, upon becoming a Limited Partner, shall be a Non-Member Limited Partner.

2.2 Admission of Limited Partners. A Person who is eligible for admission as a Limited Partner may be admitted hereunder by the General Partner in its discretion. The consent of any Limited Partner shall not be required for such admission.

ARTICLE 3
CAPITAL CONTRIBUTIONS AND ADVANCES

3.1 Capital Contributions.

3.1.1 Upon the execution of this Agreement, each Partner shall make an initial capital contribution to the Partnership in an amount equal to such Partner's Initial Contribution, as set forth on Schedule "A" attached hereto. The capital contribution for a Limited Partner shall be determined on the basis of the number of Qualified Physicians who are owners or employees of the Limited Partner as of the date upon which the Limited Partner executes this Agreement. The amount of the per-Qualified Physician contribution shall be determined by the General Partner from time to time and may be different as between Member Limited Partners and Non-Member Limited Partners. No Limited Partner shall be required or entitled to adjust its capital contribution based on changes subsequent to date of admission in the number of Qualified Physicians who are owners or employees of the Limited Partner.

3.1.2 If, subsequent to admission, a Member Limited Partner ceases to meet the definition of a Member Limited Partner, the Member Limited Partner's Interest shall automatically be converted to a Non-Member Limited Partnership Interest. If, subsequent to admission, a Non-Member Limited Partner meets the definition of a Member Limited Partner, the Non-Member Limited Partner's Interest shall automatically be converted to a Member Limited Partnership Interest. In either event, there shall be no adjustment in such Limited Partner's Initial or Additional Capital Contributions previously made or in such Limited Partner's Percentage Interest, notwithstanding any differences in required Contributions by Member Limited Partners and Non-Member Limited Partners.

3.1.3 After the date hereof, additional Member Limited Partners and Non-Member Limited Partners may be admitted to the Partnership with the approval of the General Partner. Upon the admission of such additional Limited Partners, the Percentage Interests of the original Limited Partners shall be adjusted and the General Partner shall amend Schedule "A" to reflect the admission of the additional Limited Partners and the adjustment of the Percentage Interests of the original Limited Partners.

3.1.4 The General Partner may issue one or more written calls (each a **"Call"**) for the Limited Partners to make Additional Contributions in an aggregate amount equal to up to one hundred fifty percent (150%) of their Initial Contributions if the General Partner determines that such Additional Contributions will benefit the business and operations of the Partnership as a whole. The Limited Partners shall make the Additional Contributions in proportion to their respective Percentage Interests and such Additional Contributions shall be made within thirty (30) days of receipt of the Call or at such later time as specified in the Call. No Limited Partner shall be required to make any Additional Contributions, in aggregate, in excess of 150% of its Initial Contribution without its consent. If any Partner fails to make payment of all or any part of such Partner's Additional Contribution when such payment becomes due, the General Partner shall notify such Partner of the default and, if such Partner fails to make payment within five (5) days after receipt of such notice (a **"Default Notice"**), the Partner (the **"Defaulting Partner"**) shall be deemed in default and, in addition to any other remedy to which the Partnership may be entitled at law or in equity (including without limitation the right to file suit for payment of such Partner's obligation to the Partnerships), such Partner shall be deemed to have authorized the sale of such Partner's Partnership Interest

to the Partnership at a price equal to fifty percent (50%) of the capital contributions theretofore made by the Defaulting Partner (the **"Default Price"**). If the Partnership does not exercise its right to purchase the Partnership Interest of a Defaulting Partner within thirty (30) days of the Default Notice, then the Partners who are not Defaulting Partners shall have the right to purchase the Partnership Interest of the Defaulting Partner for the Default Price, provided that the Partner(s) who purchase such Partnership Interest must pay to the Partnership the full unpaid amount of any Additional Contributions of the Defaulting Partner, and provided further that if more than one non-defaulting Partner desires to purchase such Partnership Interest, such non-defaulting Partners shall be entitled to purchase such Partnership Interest in proportion to their respective Percentage Interests. A Defaulting Partner's Partnership Interest shall not be subject to purchase by the Partnership or the other Partners if, prior to the consummation of any such purchase, the Defaulting Partner makes all required Additional Contributions, with interest at the Interest Rate from the date such Additional Contribution was due.

3.1.5 No Limited Partner shall be obligated to contribute any cash, services or property to the Partnership in excess of the contributions described in this Section 3.1.

3.2 **Loans and Advances.** It shall be the general policy of the Partnership that all monies necessary to carry on the activities of the Partnership shall be obtained first through funds derived from the operation of the business and through the utilization of borrowed funds, including funds borrowed (**"Advances"**) from the Partners. The Company may obtain Advances from any of the Partners on terms and conditions approved by the General Partner at the time such Advance is obtained, except that any Advance obtained from the General Partner shall not bear interest in excess of the Interest Rate or contain any other terms less favorable than a commercial borrowing obligation. Such Advances shall not increase or otherwise affect the Capital Accounts of such Member or of any other Member. The amount of all Advances shall be an obligation of the Partnership to such Partner(s), shall be repaid solely out of Excess Cash, and shall be repaid in full before any distribution of Excess Cash is made under Article 5 hereof. Except as otherwise provided herein, if more than one Partner shall have made Advances, such Advances shall be repaid pro rata, in proportion to the outstanding balances of such Advances (including accrued and unpaid interest thereon). All payments made by the Partnership with respect to Advances made under this Section 3.2 shall be applied first on account of accrued and unpaid interest, and thereafter to reduction of principal.

3.3 **Capital Accounts.** A Capital Account shall be established and maintained for each Partner on the books and records of the Partnership in accordance with the following provisions:

3.3.1 Each Partner's Capital Account shall **(i)** be increased by the amount of money contributed by it to the Partnership, by the fair market value of property contributed by it to the Partnership (net of liabilities secured by such contributed property) and the amount of net income and other items of Partnership income or gain allocated to such Partner under Article 6, and **(ii)** be decreased by the amount of money distributed to it by the Partnership, by the fair market value of property distributed to it by the Partnership (net of liabilities secured by such distributed property) and the amount of net loss and other items of Partnership deduction, loss or expense allocated to such Partner under Article 6. A Partner's Capital Account shall not be increased to reflect the amount or value of any services contributed to the Partnership by such Partner.

3.3.2 Except as otherwise expressly provided herein, it is intended that the Capital Accounts shall be determined and maintained throughout the full term of the Partnership in accordance with the capital accounting rules of Regulation Section 1.704-1(b)(2)(iv), and that all provisions in this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with

the Regulations. In the event the General Partner determines that it is prudent to modify the manner in which the Capital Accounts, or any credits or charges thereto, are computed in order to comply with such Regulations, the General Partner shall make such modification, provided that **(i)** the General Partner determines that such modification is not likely to have a material effect on the amounts distributable to the Limited Partners upon the dissolution and liquidation of the Partnership or **(ii)** such modification receives the Supermajority Approval of the Limited Partners.

3.3.3 In the event of a Transfer of a Partnership Interest, the Capital Account of the Transferor Partner that is attributable to the Transferred interest shall be carried over to the Transferee of such interest and adjusted as provided in the Regulations under Section 704 of the Code.

3.4 **No Withdrawals.** No Partner shall have the right to withdraw or reduce its contribution of capital to the Partnership. The General Partner shall have no personal liability for repayment of the capital contributions of the Limited Partners.

3.5 **No Deficit Make-Up.** Notwithstanding anything to the contrary contained or inferred herein or by reason of any rule of law, upon dissolution of the Partnership the deficit, if any, in the Capital Accounts of the Limited Partners shall not be an asset of the Partnership, and no Limited Partner shall be obligated bring the balance of such Partner's Capital Account to zero or otherwise to contribute any amount to the Partnership in order to account for said deficit, whether resulting by reason of cash distributions or the allocation of the Partnership's losses. Nothing herein, however, shall be deemed to affect the liability of the General Partner to creditors of the Partnership arising by law.

3.6 **No Interest on Contributions.** No interest shall be paid on the capital contributions made by any Partners to the Partnership pursuant to this Article.

3.7 **No Return of Distributions.** Except as otherwise required by the Act, a Partner shall not be liable for the return of any amount distributed to such Partner by the Partnership in accordance with the terms of this Partnership Agreement.

ARTICLE 4
CONDUCT OF THE PARTNERSHIP'S BUSINESS

4.1 **Participation.** Only Limited Partners shall be eligible to, and only Limited Partners shall be permitted to, participate in the Purchasing Program of the Partnership.

4.2 **Appointment of Agent.** Each Limited Partner hereby appoints the Partnership as its agent for the purpose of negotiating and entering into Vendor Arrangements, and the Partnership hereby accepts such appointment.

4.3 **No Membership or Participation Rights Granted or Implied.** The execution of this Agreement **(i)** confers no rights whatsoever upon any Non-Member Limited Partner (or any physician who is an owner or employee of a Non-Member Limited Partner) to become a Member of CCPA or to exercise any rights or privileges of Membership or to become a Participating Provider of CCPA and **(ii)** confers no rights whatsoever upon any Member Limited Partner (or any physician who is an owner or employee of a Member Limited Partner) to remain a Member of CCPA or to exercise any rights or privileges of Membership or to remain a Participating Provider of CCPA.

4.4 Vendor Arrangements. The Partnership will notify the Limited Partners of the Vendor Arrangements available from time to time under the Purchasing Program, and the applicable terms and conditions of such arrangements. Such notice is not a guarantee of the present or future availability to the Limited Partner of any such Vendor Arrangement, any specific product of a particular Vendor, or of any specific prices or other terms of sale.

4.5 Program Commitment. Each Limited Partner hereby acknowledges that the Purchasing Program's ability to make available competitive prices and terms of sale ultimately depends on the pooling of large volume in combination with committed Purchasing Program usage by the Limited Partners. Accordingly, each Limited Partner agrees to look first to the Purchasing Program for purchases any products or services available from time to time through the Purchasing Program, before considering vendors not associated with the Purchasing Program. However, each Limited Partner's participation in the Purchasing Program is hereby acknowledged to be non-exclusive, and no Limited Partner shall be obligated to use the Purchasing Program exclusively or to make any specific number or volume of purchases unless specifically notified by the Partnership to the contrary with respect to a particular Vendor Arrangement.

4.6 Vendor Exclusions. Each Limited Partner hereby acknowledges that Vendors retain the right to exclude from Vendor Arrangements any Limited Partner whose participation, in the judgment of Vendor, is precluded or unduly restricted by current or future state or federal laws. Each Limited Partner hereby acknowledges and agrees that the Partnership has no authority to control such decisions by Vendors and that the Partnership shall have no liability to any Limited Partner as a consequence of any such decision.

4.7 Acceptance of Orders. All orders placed pursuant to Vendor Arrangements are subject to acceptance by Vendors on such terms as they may establish.

4.8 Confidentiality. Each Limited Partner hereby acknowledges and agrees that the terms of sale under each Vendor Arrangement, including the prices offered, are confidential. **Each Limited Partner covenants that it will not disclose any such terms to any third party or use such information for any purpose other than the transaction of business with the specific Vendor. Notwithstanding any other provision of this Agreement, a Limited Partner's violation of this Section 4.8 shall be grounds for immediate termination of this Agreement with respect to such Limited Partner.**

4.9 DEA Numbers. Each Limited Partner shall furnish to the Partnership the true and correct DEA Number of each and every physician owner and employee of such Limited Partner contemporaneously with the execution of this Agreement. Each Limited Partner agrees to immediately notify the Partnership of additions, deletions, or corrections to such information.

4.10 Vendor Payment of Administrative Fees. Each Limited Partner hereby acknowledges and agrees that Vendors may pay an administrative fee to the Partnership for services provided by the Partnership, and that such fees will be computed as a percentage of the purchase price of aggregate purchases by Limited Partners. Unless Practice receives notice to the contrary from the Partnership with respect to a specific Vendor Arrangement, the amount of such administrative fee will not exceed three percent (3%). Each Limited Partner further acknowledges and agrees that such administrative fees are the property of the Partnership.

4.11 Annual Disclosure. The Partnership will disclose annually to each Limited Partner the amount of the administrative fees that the Partnership has received with respect to purchases made by or on behalf of such Limited Partner.

4.12 Reporting by Limited Partners. Any obligation of a Limited Partner under federal or state law to report discounts, rebates, and free goods (including, if applicable, administrative fees hereunder) shall be and remain the sole obligation and responsibility of such Limited Partner, and the Partnership shall have no responsibility therefor.

4.13 Dues. The Partnership from time to time may establish, assess, and collect dues from the Limited Partners as necessary to support the Purchasing Program. Such dues shall not constitute a contribution to the capital of the Partnership. The amount of dues may be different as between Member Limited Partners and Non-Member Limited Partners. The General Partner, at its election, may allocate a portion of any dues paid by the Member Limited Partners as or on behalf of Members of CCPA to the payment of Partnership dues on behalf of the Member Limited Partners.

ARTICLE 5
DISTRIBUTIONS

5.1 Distribution of Excess Cash from Operations.

5.1.1 The General Partner shall determine and distribute Excess Cash (as defined below) on an annual basis in accordance with this Section 5.1. The General Partner may make distributions on a more frequent basis at its election.

5.1.2 Excess Cash shall be distributed as follows:

(i) There shall be a **"General Partner Pool"** to which shall be allocated forty-five percent (45%) of the Excess Cash. Upon the declaration of a distribution, the General Partner Pool shall be paid to the General Partner.

(ii) There shall be a **"Limited Partner Pool"** to which shall be allocated fifty-five percent (55%) of the Excess Cash. Upon the declaration of a distribution, the Limited Partner Pool shall be paid to the Limited Partners in proportion to their Patronage Interests.

5.1.3 "Excess Cash" shall mean the gross cash receipts of the Partnership from the Purchasing Program, reduced by any **(i)** Partnership debt service payments, **(ii)** payments of operating expenses of the Purchasing Program and other business activities of the Partnership, **(iii)** license fees, franchise fees, taxes, and similar charges attributable to the Partnership or the Purchasing Program, **(iv)** the amount required to fully repay any outstanding Advances, and **(v)** an amount determined by the General Partner, in its discretion, to be necessary or desirable to establish or maintain reasonable reserves to fund anticipated future costs and expenses.

5.1.4 No distribution shall be made unless, after such distribution is made, the assets of the Partnership will be in excess of all liabilities of the Partnership other than liabilities to Partners on account of their Capital Accounts. Distributions will be deemed to have been paid to a Partner during a Fiscal Year if paid within thirty (30) days of the end of such year on the basis of, and arising out of, such Fiscal Year's operations.

5.2 Liquidation. Notwithstanding anything in this Agreement to the contrary, upon the liquidation and winding up of the Partnership, to the extent that there are net proceeds available for distribution to the Partners, after payment or satisfaction of all debts and obligations of the Partnership, such

liquidation proceeds shall be distributed five percent (5%) to the General Partner and ninety-five (95%) to the Limited Partners, in proportion to their respective Percentage Interests.

5.3 Tax Withholding. To the extent the Partnership pays any amount to any federal, state or local taxing authority as a result of any obligation to collect, pay over or withhold taxes with respect to any Partner's allocable share of Partnership income or gain, the amount so collected, paid over or withheld shall be treated for all purposes of this Agreement as having been paid or distributed to such Partner and shall reduce, on a dollar for dollar basis, amounts otherwise payable or distributable to such Partner under this Article 5.

5.4 Distributions Made to Holders of Record. Distributions of Partnership assets shall be made only to Partners who or which, according to the books and records of the Partnership, are the holders of record of Partnership Interests on the actual date of distribution. Neither the Partnership nor any Partner shall incur any liability with respect to distributions made in accordance with the preceding sentence, whether or not the Partnership or the Partner has any knowledge or notice of any Transfer or purported Transfer of a Partnership Interest. Notwithstanding any foregoing provision to the contrary, a gain or loss of the Partnership realized in connection with the sale or other disposition of any asset of the Partnership shall be allocated solely to Partners holding Interests as of the date of such sale or disposition.

ARTICLE 6
ALLOCATIONS

6.1 Allocation of Income and Losses from Operations.

6.1.1 Except as otherwise provided herein, all items of net income, capital gains, net loss, and capital losses shall be allocated to the General Partner, Member Limited Partners, and Non-Member Limited Partners, respectively, on the same basis that Excess Cash is allocated and distributed in accordance with Section 5.1.2 hereof.

6.1.2 For purposes of computing Net Income or Loss:

(i) Net income or loss for each Fiscal Year or other period shall be an amount equal to the Partnership's taxable income or loss for such period determined in accordance with section 703(a) of the Code;

(ii) Net income or loss shall be increased by any income of the Partnership that is exempt from federal income tax and reduced by expenditures of the Partnership described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Regulation §1.704-1(b)(2)(iv)(i) and not otherwise taken into account;

(iii) In any case where, in accordance with Regulation §1.704-1(b)(2)(iv)(e) or (f), Partnership property is revalued on the books of the Partnership to reflect its fair market value, and the Capital Accounts of the Partners are increased or decreased to reflect a revaluation of Partnership property in accordance with such Regulation, the amount of such upward or downward adjustment on the books of the Partnership (to the extent not previously taken into account) shall be taken into account as if there was gain or loss from a taxable disposition of such property;

(iv) Gain or loss resulting from any disposition of Partnership property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from such Book Value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account for federal income tax purposes, Depreciation as defined herein shall be taken into account; and

(vi) Notwithstanding any other provision of this definition, Nonrecourse Deductions, Partner Nonrecourse Deductions and any items of income, gain, loss or deduction which are specially allocated pursuant to Sections 6.2, 6.6 or 6.7 hereof shall not be taken into account.

6.2 Gain or Loss from Sale of Assets. Net gain or loss from a Sale of Assets (as computed by reference to the Book Value of the assets disposed of) shall, to the maximum extent possible, be allocated among the Partners in such manner as shall cause the positive Capital Account balances of the Partners to equal the amounts to be distributed to the Partners under Section 5.2 above.

6.3 Allocation of Credits. Any federal, state or local income tax credits available to the Partnership shall be allocated among the Partners in accordance with Regulation §1.704-1(b)(4)(ii).

6.4 Changes in Partnership Interests. With respect to any allocation or distribution to be made hereunder on the basis of Percentage Interests rather than Patronage Interests: If the respective Percentage Interests of the Partners in the Partnership change during any Fiscal Year, then the amount of all items to be allocated, credited or charged to the Partners for such entire Fiscal Year (other than items of gain or loss from a Sale of Assets by the Partnership, which shall be allocated under the interim closing of the books method) shall be allocated to the portion of such Fiscal Year which precedes the date of each such change and to the portion of the Fiscal Year which occurs on and after the date of each such change, in proportion to the number of days in each such portion, and the amounts of the items so allocated to each such portion shall be allocated, credited or charged to each of the Partners in proportion to their respective Percentage Interests during each such portion of the Fiscal Year in question. Notwithstanding the foregoing, for the purpose of accounting convenience and simplicity, the Partnership may treat a Transfer of, or an increase or decrease in, a Partnership Interest which occurs at any time during a calendar quarter as having occurred on the first day of such calendar quarter.

6.5 Recapture. If the Partnership recognizes any Depreciation Recapture upon the disposition of any Partnership asset then, to the extent possible without increasing the total amount of gain from such disposition which is allocated to a Partner in a particular Fiscal Year, such Depreciation Recapture will be considered to be allocated among the Partners in proportion to the depreciation deductions, with respect to section 1245 property, and the "additional depreciation" (as defined in section 1250(b)(1)), with respect to section 1250 property, previously allocated to the Partners (or their respective predecessors in interest).

6.6 Special Rules. Notwithstanding anything to the contrary in this Article 6:

6.6.1 No item of income or loss shall be allocated to a Partner under Section 6.1 above to the extent that such allocation would cause or increase a deficit balance in such Partner's Hypothetical Capital Account Balance. Items of income or loss that would have been allocated to a Partner but for the limitation in

this Section 6.6.1 shall be allocated among the Partners in accordance with their respective interests in the Partnership, in accordance with Regulation §1.704-1(b)(3).

6.6.2 All Nonrecourse Deductions for each Fiscal Year shall be allocated five percent (5%) to the General Partner and ninety-five percent (95%) to the Limited Partners, in proportion to their relative Percentage Interests. For purposes of determining a Partner's proportional share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Regulation §1.752-3(a)(3), Partnership profits shall be deemed allocated five percent (5%) to the General Partner and ninety-five percent (95%) to the Limited partners, in proportion to their relative Percentage Interests.

6.6.3 All Partner Nonrecourse Deductions for each Fiscal Year shall be allocated to the Partners who bear the economic risk of loss with respect to the Partner Nonrecourse Debt giving rise to such deductions, in accordance with Regulation §1.704-2(i)(1).

6.6.4 Any Partner who unexpectedly receives an adjustment, allocation or distribution described in clauses (4), (5) or (6) of Regulation §11.704-1(b)(2)(ii)(d) which produces a deficit in its Hypothetical Capital Account shall, to the extent required by the Regulations, be allocated items of income and gain in amount and manner sufficient to eliminate the deficit in its Hypothetical Capital Account as quickly as possible. This Section 6.6.4 is intended to comply with the "qualified income offset" requirement in Regulation §1.704-1(b)(2)(ii)(d)(3), and shall be interpreted consistently therewith.

6.6.5 If there is a net decrease in Minimum Gain during a Fiscal Year, then before any other allocation is made for such year, the Partners shall be allocated items of income and gain for such year (and, if necessary, subsequent years) in the amount and in the proportions necessary to satisfy the requirements of a "minimum gain chargeback" under Regulation §1.704-2(f).

6.6.6 If there is a net decrease in Partner Minimum Gain during a Fiscal Year, then before any other allocation is made for such year, the Partners shall be allocated items of income and gain for such year (and, if necessary, subsequent years) in the amount and in the proportions necessary to satisfy the requirements of a partner nonrecourse debt minimum gain chargeback under Regulation §1.704-2(i)(4).

6.6.7 The allocations set forth in Sections 6.6.1 through 6.6.6 above (the **"Regulatory Allocations"**) are intended to comply with certain requirements of Regulation §§1.704-1(b) and 1.704-2. Notwithstanding any other provision of this Article 6 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocation of other items and the Regulatory Allocations to each Member should be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

6.7 **Contributed/Revalued Property.** If any property is contributed to the Partnership in kind, or if the Book Value of any Partnership property is adjusted pursuant to applicable Regulations under section 704(b) of the Code and this Agreement, all income, gain, loss and deduction with respect to such contributed or revalued property shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial or revalued Book Value, in accordance with section 704(c) of the Code and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 6.7 are solely for purposes of federal and state taxes and shall not affect, or in any way be taken

into account in computing Net Income or Loss, any Partner's Capital Account or the manner in which distributions are made pursuant to any provision of this Agreement.

ARTICLE 7
MANAGEMENT

7.1 Authority of General Partner.

7.1.1 Except with respect to Major Decisions or as otherwise expressly stated elsewhere in this Agreement, the General Partner shall have the full and exclusive power on the Partnership's behalf, and in its name, to manage, control, administer and operate the business and affairs of the Partnership in accordance with the terms of this Agreement, including without limitation the power and authority to execute, acknowledge and deliver all contracts, instruments, agreements and other documents necessary or convenient for the carrying out of the purposes of the Partnership, including, without limitation, notes and debt instruments containing confessions of judgment against the Partnership.

7.1.2 Notwithstanding anything herein to the contrary, the General Partner shall have no authority to create any note, mortgage, pledge, assignment or other obligation, or any guarantee or suretyship thereof, in favor of any Person, which provides or requires that any Limited Partner shall be personally liable for the payment of all or any part thereof, without the express written consent of each Limited Partner who will be held liable thereunder. The restriction in this Section 7.1.2 shall not apply to any such document or instrument which is limited in enforcement to the assets of the Partnership and/or of the General Partner.

7.2 Major Decisions.

7.2.1 In addition to any other approvals or consents required under this Agreement, Major Decisions listed in Section 7.2.2 below shall require the Supermajority Approval of the Limited Partners. Upon receipt of the required approval(s) of any Major Decision, the General Partner shall have all power and authority necessary or desirable to carry out the purposes of such Major Decision, including without limitation the power and authority to execute, acknowledge and deliver all contracts, instruments, agreements and other documents necessary or convenient for the carrying out of the purposes of such Major Decision, all without requiring the signature of any Limited Partner thereon, and to make all expenditures relating thereto.

7.2.2 The following Major Decisions shall require the Supermajority Approval of the Limited Partners:

(i) incurring any Indebtedness other than Permitted Indebtedness;

(ii) a Sale of Assets;

(iii) merger or consolidation of the Partnership; or

(iv) dissolution, winding-up and termination of the Partnership pursuant to Section 10.1.1(i).

7.2.3 The provisions of this Section 7.2 shall be in addition to any other provisions of this Agreement requiring that the General Partner obtain the consent of all or some portion of the Limited Partners

(or of a particular Limited Partner) before taking or refraining from taking certain actions on behalf of the Partnership, and nothing in this Section 7.2 shall be construed to limit or restrict such other provisions.

7.3 Compensation of the General Partner. The General Partner shall receive no compensation for performing its administrative duties as General Partner of the Partnership; provided, however, that **(i)** the General Partner shall be entitled to receive distributions as provided in this Agreement, and **(ii)** the General Partner and its Affiliates shall be entitled to reimbursement for all reasonable expenses incurred by them in connection with the administration of the Partnership, including without limitation, all legal and accounting expenses and allocated staff costs incurred in connection with the administration of the Partnership.

7.4 Other Interests of Partners. The General Partner shall devote to the Partnership such time as reasonably may be required in the conduct of the Partnership business. In view of the exclusive and limited purposes of the Partnership, no Partner, or any Affiliate of any Partner, shall have any obligation to make any business opportunity available to the Partnership or to any of its Partners. It is further expressly agreed that any Partner and/or its Affiliates may engage in and possess interest in other businesses and ventures of every nature and description, independently or with others, and any such engagement will not constitute a breach of the Partners' fiduciary duties to the Partnership, and neither the Partnership nor any Partner shall have any rights by virtue of this Agreement or the existence of this Partnership in and to such independent ventures or to the income or profits derived therefrom.

7.5 Transactions with Partners and Affiliates. The Partnership may from time to time employ or transact business with any Person, notwithstanding the fact that any Partner or an Affiliate of any Partner may be related to or have an interest therein; provided, however, that such employment or transaction is on terms and conditions no less favorable to the Partnership than could be obtained from an unrelated party acting at arm's length.

7.6 Limitations on Limited Partners. Except as otherwise expressly set forth herein, the Limited Partners (in such capacity) shall in no event **(i)** be permitted to take part in the control of the business or affairs of the Partnership; or **(ii)** have the authority or power, in the capacity of a Limited Partner, to act as agent for or on behalf of the Partnership or any other Partner to do any act which would be binding on the Partnership or any other Partner, including without limitation the incurring of any expenditures on behalf of the Partnership.

7.7 Liability of Limited Partners. The Limited Partners shall in no event be personally liable for any of the debts or losses of the Partnership or of the General Partner beyond the aggregate amount of agreed upon contributions to the capital of the Partnership as provided in Article 3. No Limited Partner shall have any obligation to contribute any sums of money or other property to the Partnership (other than the agreed upon contributions provided for herein) on account of any deficit or negative balance in its Capital Account.

7.8 Liability and Indemnification of General Partner.

7.8.1 As among the Partners, no liability shall be imposed upon a General Partner by reason of any act or omission occurring in the course of its management or control of the Partnership, for damages or otherwise, unless such act or omission constituted gross negligence, willful misconduct or a breach of fiduciary duties on the part of the General Partner.

7.8.2 The Partnership shall indemnify and hold harmless the General Partner from and against any loss, expense, damage or injury suffered or sustained by it by reason of any acts, omissions or alleged acts or omissions arising out of its activities on behalf of the Partnership, including but not limited to any judgment, award, settlement, reasonable attorney's fees and costs and expenses incurred in connection with the defense of an actual or threatened action, proceeding or claim, unless such acts, omissions or alleged acts or omissions were made as a result of the gross negligence, willful misconduct or breach of fiduciary duties on the part of the General Partner. The indemnification granted hereunder shall continue as to a Person who has ceased to serve in the capacity of the General Partner and shall inure to the benefit of the General Partner's successors.

ARTICLE 8
FISCAL MATTERS

8.1 Partnership Books; Access to Information.

8.1.1 The Partnership shall maintain at its principal office such records as are required by the Act.

8.1.2 Without limiting or being limited by the foregoing, the Partnership shall maintain at its principal office full and accurate books of the Partnership, which shall fully reflect each of its transactions, including the cash distributions and allocations provided for in Articles 5 and 6, and all other records necessary for recording the Partnership's business or required to be maintained at such office(s) under the Act or under any other applicable law.

8.1.3 During regular business hours and upon reasonable notice, each Partner and its duly authorized representatives shall have access to and may inspect and copy any of such books and records.

8.2 Tax Returns, Financial Statements, Annual Budget.

8.2.1 The General Partner shall cause the necessary federal, state and local income tax returns and reports required of the Partnership to be prepared and timely filed. The Partners agree that in preparing and filing their tax returns they will report all tax items relating to the Partnership in a manner consistent with the reporting of such items on the Partnership's tax returns and reports.

8.2.2 The General Partner shall cause annual financial statements containing a statement of operations and a balance sheet to be prepared and made available for inspection by the Limited Partners within one hundred twenty (120) days after the end of each Fiscal Year of the Partnership. All financial statements shall be prepared by the Partnership's regularly engaged accountant, need not be audited or reviewed and may be prepared on an income tax basis. Notwithstanding the foregoing, upon the request of a Majority of the Limited Partners, the financial statements shall be audited by an independent certified public accounting firm selected by the General Partner with the Majority Approval of the Limited Partners.

8.2.3 On or prior to January 1 of each year the General Partner shall prepare and make available for inspection by the Limited Partners a proposed annual operating budget setting forth in reasonable detail the expected revenues and expenses for the upcoming year, including a projection of **(i)** capital expenditures, **(ii)** additions to or withdrawals from reserves, **(iii)** any anticipated borrowing or need for additional funds, and **(iv)** the amount of any expected Excess Cash. The proposed annual operating budget

prepared by the General Partner shall take effect unless, within thirty (30) days of the receipt of such annual operating budget, a Majority of the Limited Partners give written notice of objection to the General Partner.

8.3 Accounting and Tax Decisions; Legal and Accounting Fees.

8.3.1 All decisions as to accounting and tax matters shall, except as provided in Section 8.5 below, be made by the General Partner. The General Partner may rely upon the advice of the Partnership's counsel or accountants as to the appropriate accounting and tax decisions. The General Partner may elect to treat certain items differently for accounting purposes than the manner in which such items are treated for tax purposes.

8.3.2 All legal and accounting fees of the Partnership shall be borne by the Partnership. Each Partner shall be responsible, however, for legal fees and other expenses incurred in connection with the preparation, review and execution of this Agreement.

8.4 Bank Accounts. The General Partner shall be responsible for causing one or more bank accounts to be maintained in the Partnership's name into which all funds of the Partnership shall be deposited and from which payment of all Partnership business expenditures shall be made. No other funds shall in any way be commingled with the funds in such Partnership accounts.

8.5 Tax Elections. Upon Receipt of notice from a Partner requesting that the Partnership file an election pursuant to section 754 of the Code (or any successor section), the Partnership will file such election. The Partnership will also use its best efforts to revoke any election then in effect upon receipt of notice of a request made on behalf of the Partners who are affected by such revocation. The Partners agree to supply the Partnership with the information necessary in the event of such an election or the revocation thereof in order to give effect thereto. In the case of such election, the Capital Account of a Partner shall not be affected by any adjustments to basis made pursuant to section 743 of the Code but shall be adjusted pursuant to section 734 of the Code.

8.6 Tax Matters Partner. The General Partner shall be the **"Tax Matters Partner"** of the Partnership, as that term is defined in section 6231(a)(7) of the Code.

ARTICLE 9
TRANSFER OF PARTNERSHIP INTERESTS

9.1 Limitation of Transfer; Permitted Transfers.

9.1.1 Except as otherwise provided in this Section 9.1, a Limited Partner may not transfer, assign, mortgage, pledge, hypothecate or otherwise dispose of (hereinafter sometimes referred to as a **"Transfer"** of) all or any part of its Partnership Interest to any other Person (hereinafter sometimes referred to as an **"Assignee"**) other than the redemption of such Partnership Interest by the Partnership as provided in Section 9.2. Any purported Transfer in violation of the provisions of this Article shall be null and void. Any non-transferring Partner, in addition to any other remedies available under this Agreement and at law, in equity and otherwise, may seek to enjoin any such purported Transfer in violation of the provisions of this Article, and the Transferring Limited Partner, or its legal representative, agrees to submit to the jurisdiction of any court of the State of Illinois and to be bound by any order of such court enjoining such purported Transfer.

9.1.2 Notwithstanding Section 9.1.1, but subject to the limitations of Section 9.1.3 and Section 9.4, a Limited Partner may Transfer its Partnership Interest to a Person that otherwise is eligible to be a Limited Partner pursuant to this Agreement, provided that the written consent of the General Partner thereto is obtained.

9.1.3 Notwithstanding any other provision of this Article 9:

(i) upon any Transfer (permitted or otherwise) of a Member Limited Partner's Partnership Interest to an Assignee that is not qualified to be a Member Limited Partner in its own right, such Member Limited Partnership Interest shall immediately and without the necessity of any further action be converted to a Non-Member Limited Partnership Interest.

(ii) upon any Transfer (permitted or otherwise) of a Non-Member Limited Partner's Partnership Interest to an Assignee who or which is qualified to be a Member Limited Partner in its own right, such Non-Member Limited Partnership Interest shall immediately and without the necessity of any further action be converted to a Member Limited Partnership Interest.

9.2 Redemption of a Limited Partnership Interest.

9.2.1 In the event a Limited Partner proposes to Withdraw from the Partnership or Transfer its Partnership Interest other than as provided in Section 9.1, the Transferring or Withdrawing Limited Partner shall give written notice to the General Partner, and the Partnership thereupon shall have the right and the obligation to redeem such Partnership Interest, and the Limited Partner shall have the obligation to sell the Partnership Interest to the Partnership.

9.2.2 The redemption price shall be the book value of such Limited Partner's Capital Account as of the last day of the Fiscal Year ending prior to the date of the notice.

9.2.3 The closing of the purchase and sale of the subject Interest under this Section 9.2 (the **"Closing"**) shall take place at the principal office of the Partnership (or such other location as may be agreed upon by the Transferring Partner and the Partnership) within sixty (60) days after the date of the notice referred to in Section 9.2.1 or, if no notice was given, on such date as the General Partner may elect. At the Closing, the Transferring or Withdrawing Partner shall deliver to the Partnership such documents evidencing the Transfer of the Partnership Interest, free and clear of any lien, claim, charge, pledge, security interest or encumbrance whatsoever, as the Partnership shall reasonably require, and the Partnership shall deliver to the Transferring Partner consideration therefor, in cash, in the amount stated in Section 9.2.2

9.3 Involuntary Transfer of a Limited Partnership Interest. If any Limited Partner becomes bankrupt or insolvent, or if all or any portion of a Limited Partner's Partnership Interest is Transferred or threatened to be Transferred involuntarily or by operation of law (including, without limitation, a Transfer resulting from the death or dissolution of such Limited Partner) (an **"Involuntary Transfer"**), the Partnership shall have the right to purchase the Partnership Interest of such Limited Partner for the value stated in Section 9.2.2. The purchase right may be exercised by the Partnership at any time after the Involuntary Transfer. The Partnership shall pay the purchase price in cash.

9.4 Additional Requirements for Transfer.

9.4.1 Notwithstanding any rule of law or provision in this Agreement to the contrary, no Transfer, howsoever accomplished, whether voluntary or involuntary, of a Limited Partner's Partnership Interest although otherwise permitted under this Article 9, shall be recognized by the Partnership unless and until the Assignee agrees in writing to be bound by all of the terms of this Agreement and to assume all obligations hereunder with respect to the Transferring Limited Partner's Partnership Interest, and executes and delivers such other instruments in form and substance satisfactory to the General Partner as it may reasonably deem necessary and desirable.

9.4.2 Unless the General Partner shall otherwise consent, no Transfer shall be permitted if such Transfer would result in a termination or deemed termination of the Partnership pursuant to section 708(b)(1)(B) of the Code.

9.4.3 The Transferee of a Limited Partner's Partnership Interest pursuant to a Transfer or attempted Transfer not permitted by this Agreement shall have no right to vote on any matter before the Limited Partners, to participate in the Purchasing Program, or to receive any distribution or allocation based on Patronage Interests, but shall otherwise be entitled to any distributions, allocations, or other benefits of the Interest to which the Transferring Limited Partner would have been entitled with respect to such Interest.

9.5 General Partner's Interest.

9.5.1 The General Partner's Partnership Interest may not be Transferred to any Person unless **(i)** such Transfer receives Supermajority Approval of the Limited Partners, and **(ii)** the assignee of the General Partner's Partnership Interest agrees in writing to be bound by all of the terms of this Agreement and to assume the responsibilities of the General Partner hereunder, and pays to the Partnership all costs and expenses incurred in connection with such assignment, including without limitation, costs incurred in amending the Partnership's Certificate of Limited Partnership.

9.5.2 If the General Partner's Partnership Interest is Transferred involuntarily or by operation of law, such Transferee shall be entitled to receive the distributions and allocations to which the General Partner would otherwise have been entitled, but such Transferee shall not be admitted to the Partnership as a general partner and shall have no authority to act for or bind the Partnership. A Transferee described in this Section 9.5.2 may be admitted to the Partnership as a Limited Partner, but only with the Supermajority Approval of the Limited Partners.

9.5.3 Any purported assignment or Transfer of the General Partner's Partnership Interest in violation of this Section 9.5 shall be null and void, and the provisions set forth in Section 9.1 above with respect to a null and void Transfer of a Limited Partner's partnership interest shall be similarly applicable.

9.6 Removal of General Partner.

9.6.1 The Limited Partners shall have the right to remove the General Partner from its position as general partner of the Partnership in the following circumstances:

(i) The General Partner materially breaches its fiduciary duties to the Limited Partners; or

(ii) The General Partner materially fails to perform its duties and obligations under this Agreement, or engages in actions or omissions amounting to gross negligence or willful misconduct.

9.6.2 If the General Partner engages in conduct or omissions described in Section 9.6.1, the General Partner shall be removed upon the Supermajority Approval of the Limited Partners. If the Limited Partners vote to remove the General Partner, a replacement General Partner shall be designated upon the Supermajority Approval of the Limited Partners.

9.6.3 Upon the removal of the General Partner, the removed General Partner shall cease to have any right to control or manage the Partnership, the interest of the General Partner shall be converted to a limited partnership interest without any voting or approval rights. Upon removal, the General Partner shall execute any document or instrument requested by the replacement General Partner to effect the withdrawal of the removed General Partner from the Partnership and the admission of the replacement General Partner.

9.6.4 In addition to any other rights the Partnership and the Limited Partners may have against the General Partner arising from the events giving rise to the removal of the General Partner, the Partnership shall have the right, but not the obligation, to purchase the interest of the General Partner in the Partnership for the value determined in accordance with Section 9.2.2, reduced by the amount of any damages incurred by the Partnership as a result of the conduct giving rise to the removal of the General Partner.

ARTICLE 10
DISSOLUTION AND TERMINATION

10.1 Liquidating Events.

10.1.1 The Partnership shall dissolve and commence winding up and liquidating upon the first to occur of any of the following (**"Liquidating Events"**):

(i) The Dissolution, winding up and liquidation of the Partnership is approved by the Partners in accordance with Section 7.2;

(ii) An event of withdrawal, as defined in the Act (or any successor provision), occurs with respect to the General Partner, provided that the Partnership shall not dissolve if either (1) there is at least one remaining General Partner or (2) within 180 days after the withdrawal of the General Partner, remaining Partners holding at least 75% of the remaining Percentage Interests in the Partnership agree in writing to the appointment of one or more replacement general partners and the continuation of the Partnership.

(iii) The happening of any other event that makes it unlawful or impossible to carry on the business of the Partnership.

10.1.2 The Partners hereby agree that, notwithstanding any provision of the Act, the Partnership shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined by a court of competent jurisdiction that the Partnership has dissolved prior to the occurrence of a Liquidating Event, the Partners hereby agree to continue the business of the Partnership without a winding up or liquidation.

10.2 Dissolution, Winding Up and Termination. Upon the occurrence of a Liquidating Event, the General Partner shall have the full power and authority to proceed with the liquidation of the Partnership and to take all steps which it may deem necessary or desirable to wind up the Partnership's affairs, having for such purpose all the powers referred to and provided for in Article 7 appropriate to accomplish the same and allowing for a reasonable time in order to minimize losses attendant to the liquidation, so that the Partnership may be terminated in accordance with the Act. In the event that there is no General Partner, the Limited Partners shall, by Majority Approval, designate one or more Partners or a non-Partner or both to proceed with the liquidation of the Partnership's assets and the termination of the Partnership. In the event that a liquidator is designated pursuant to the preceding sentence, hereinafter in this Article all references to the General Partner shall be deemed to refer to such liquidator.

10.3 Final Accounting. Upon such dissolution, an accounting shall be prepared and furnished to each Partner to cover the period from the date of the last previous accounting to the date of such dissolution. Upon completion or distribution in accordance with Section 10.4, a further statement for the period of dissolution shall be so prepared and furnished.

10.4 Distributions Upon Winding Up and Termination.

10.4.1 The proceeds from all assets of the Partnership upon its winding up and termination shall be distributed and applied in the following order of priority, with no distribution being made in any category being set forth below until each preceding category has been satisfied in full:

(i) Payment of debts and liabilities of the Partnership (other than Advances and other amounts owing to Partners) and the expenses of liquidation; provided however, that loans guaranteed by Partners shall not be considered as being made by such Partners, and provided further that the General Partner shall have the right to designate the order in which specific liabilities are to be satisfied out of Partnership assets, to the extent permitted with reference to the order provided by law, in order to minimize the risk of liability on the party of any Partner(s), including the General Partner and its Affiliates.

(ii) Establishment of reserves deemed reasonably necessary to cover contingent or unforeseen liabilities or obligations of the Partnership or the General Partner arising out of or in connection with the Partnership. These reserves shall be paid over to an attorney-at-law of the State of Illinois or a bank or trust company authorized to do business therein to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and at the expiration of such period as the General Partner shall deem advisable, any then remaining balance shall be distributed as the General Partner shall direct but in accordance with the order of priority set forth below.

(iii) Repayment of all Advances made by the Partners, including accrued but unpaid interest thereon.

(iv) To the Partners as set forth in Section 5.2 above.

10.4.2 Notwithstanding anything to the contrary in the Act or any other statute or rule of law, no Partner shall have any right of priority over any other Partner with respect to repayment of loans and advances or otherwise in the application and distribution of the assets of the Partnership upon dissolution as provided herein.

10.4.3 No Partner may demand or receive property other than cash upon dissolution as provided herein, unless however, the General Partner determines, with Majority Approval of the Limited Partners, that it shall not be necessary to liquidate all of the Partnership assets. In that event, cash assets of the Partnership shall be distributed first and the notes receivable and other noncash assets last. Any such noncash assets may be distributed in kind, including but not limited to undivided interests in such assets and without regard to whether like assets are distributed to each Partner. In any case where assets are distributed in kind, the total amount of cash and the fair market value of the assets distributed to each Partner (net of any liabilities to which such assets are subject) shall, as nearly as possible, equal the amount of cash each Partner would have received if the assets of the Partnership had been sold for fair market value and such assets had been distributed under Section 5.2 above.

ARTICLE 11
MISCELLANEOUS

11.1 Notices. All notices, elections, offers, acceptances, demands, consents, and other communications permitted or required to be made under this Agreement shall be in writing to be effective, signed by the Partner giving the same and shall be delivered personally (which shall include delivery to any person over the age of eighteen years present at the address of the intended recipient, if a written acknowledgment of delivery is obtained from such person), or sent by registered or certified mail, to the other Partners, at the addresses of such Partners as set forth on Schedule "A" hereto, or at such other address as may be supplied in writing in the manner set forth in this Section. The date of personal delivery or two (2) business days after the date of mailing, as the case may be, shall be the date such notice or other communication is deemed to have been given and received. Personal delivery shall include delivery by a reputable, independent courier service, such as Federal Express. A copy of all notices and other communications given hereunder shall in all cases be sent to the General Partner.

11.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Partners, their respective successors and assigns, and each Partner agrees, on behalf of itself and its successors and assigns, to execute any instruments which may be necessary or desirable to carry out the purposes of this Agreement, and hereby authorizes and directs its successors and assigns, to execute such instruments. Each and every successor to any Partner, whether such successor acquires its interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. It is the intention of the Partners that, during the term of this Agreement, the rights of the Partners be governed by the terms of this Agreement, and that the right of any Partner or successor to assign, transfer, sell or otherwise dispose of or deal with its Partnership Interest shall be subject to the limitations and restrictions of this Agreement, provided however, that in no event shall the assignment of any Partnership Interest be effective unless made in accordance with Article 9.

11.3 Power of Attorney.

11.3.1 By executing this Agreement, each Limited Partner irrevocably constitutes and appoints the General Partner and each of its officers as its agent and attorney-in-fact, in its name, place and stead, to execute, acknowledge, swear to and file:

(i) Any fictitious name registration, qualification to do business or other instrument which may be required to be filed by the Partnership under the laws of any State or of the United States or deemed necessary or desirable to accomplish the purposes of the Partnership; and

(ii) Any and all amendments, modifications or cancellations of such certificates or instruments, including without limitation any amendment required to admit any substitute or additional Partners, all in accordance with the provisions of the Agreement.

11.3.2 Each Partner hereby gives the General Partner and each of its officers full power and authority to do each act requisite to be done in and about the matters referred to in clauses (i) and (ii) of Section 11.3.1 hereof, and hereby ratifies all that the General Partner or such officer lawfully do by virtue thereof. Each Partner also agrees to execute and deliver within five (5) days after receipt of request thereof such instruments as the General Partner or an officer of the General Partner deems necessary to confirm the power and authority granted in the Power of Attorney.

11.3.3 The powers granted in clauses (i) and (ii) of Section 11.3.1, being coupled with an interest, are irrevocable and shall not be revoked by the death, incompetency, dissolution, bankruptcy or insolvency of any Partner; and the same shall also survive an assignment by any Partner of the whole or any part of the amounts distributable to him pursuant to this Agreement. If a Partner Transfers its Partnership Interest, such powers shall survive the delivery of the instruments effecting such Transfer for the sole purpose of enabling the General Partner or an officer of the General Partner to execute, acknowledge, swear to and file any and all instruments necessary to effect the substitution of the Transferee as a Partner and until the Transferee is admitted to the Partnership as a substitute Partner, such powers shall remain in full force and effect.

11.3.4 The General Partner shall cause the instruments and documents referred to in clauses (i) and (ii) of Section 11.3.1 to be filed as required or as deemed appropriate.

11.3.5 Either this Agreement or a certificate containing a power of attorney substantially similar to that in Section 11.3.1 may, at the election of the General Partner, or if otherwise required by law, be recorded in the appropriate public office in the State of Illinois and any other jurisdiction.

11.4 Severability. If any provision of this Agreement or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11.5 Amendment. This Agreement may only be amended upon the approval the General Partner and a Majority of Limited Partners.

11.6 Waiver of Partition. The Partners agree that no Partner, nor any successor to any Partner, shall have the right while this Agreement remains in effect to have any of the assets of the Partnership partitioned, either by way of partition in kind or partition by sale, or to file a complaint or institute any proceeding at law or in equity for such purpose, and each Partner, on behalf of itself and its successors and assigns, irrevocably waives any such right until the end of the term of the Partnership.

11.7 Remedies Cumulative. The remedies of the Partners under this Agreement are cumulative and shall not exclude any other remedies to which any Partners may be lawfully entitled.

11.8 No Waiver. The failure of any Partner to insist upon strict performance of a covenant hereunder or of any obligation hereunder or to exercise any right or remedy hereunder, regardless of how long such failure shall continue shall not be a waiver of such Partner's right to demand strict compliance therewith in the future unless such waiver is written and signed by the Partner giving the same.

11.9 No Third Party Beneficiaries. None of the provisions of this Agreement are intended to benefit, and none shall inure to the benefit of or be enforceable by, any creditors of the Partnership or any other third parties.

11.10 Additional Instruments. Each Partner agrees to execute such agreements, certificates, tax statements and returns, and other documents as may be required by law to effectuate this Agreement.

11.11 Investment Representations and Warranties. Each Limited Partner hereby represents and warrants with respect to its execution of this Agreement and the Partnership Interest to be acquired hereunder as follows:

11.11.1 Such Limited Partner has been provided with full and free access and opportunity to inspect, review, examine and inquire about all books, records and information of the Partnership and has made such inspection, review, examination and inquiry as he deems appropriate, and has been offered the opportunity to ask such questions and obtain such additional information concerning the Partnership as requested so as to more fully understand the nature of the investment and to verify the accuracy of the information supplied;

11.11.2 Such Limited Partner is acquiring a Partnership Interest for its own account for investment without a view to distribution or resale and has no contract, undertaking, agreement or arrangement to sell or otherwise transfer or dispose of such Partnership Interest or any portion thereof to any other Person;

11.11.3 Such Limited Partner will not sell, assign, transfer, pledge, hypothecate or otherwise dispose of all or any part of such Partnership Interest except in compliance with all the applicable provisions of this Agreement and all applicable federal and state securities laws;

11.11.4 Such Limited Partner can bear the economic risk of the purchase of the Partnership Interest, including the total loss of its investment, and such Limited Partner has such knowledge and experience in financial and business matters, including the analysis of and participation in investments such as the Partnership, that he, she, or it is capable of evaluating the merits and risks of investment in the Partnership Interest.

11.12 Right of Set-Off. Notwithstanding anything in this Agreement to the contrary, if any Partner shall owe any amount to the Partnership under any contract or agreement with the Partnership, any amounts otherwise payable or distributable to such Partner under this Agreement shall be retained by the Partnership and applied against the amounts owing by such Partner to the Partnership.

11.13 Entire Agreement. This Agreement contains the entire agreement between the Partners and supersedes all prior understandings and agreements between then concerning the subject matter hereof. No representation, warranties, conditions or agreements pertaining to the subject matter of this Agreement have been made by, or shall be binding upon, any of the Partners, except as expressly set forth herein.

11.14 Captions. Titles or captions or articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision thereof.

11.15 Number and Gender. All pronouns used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require in the context, and the singular form of nouns, pronouns and verbs shall include the plural, and vice versa, whichever the context may require.

11.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

11.17 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any choice of law convention of such State that would require the application of the laws of any other jurisdiction.

11.18 Tax Withholding by Partnership. Notwithstanding any provision of this Agreement to the contrary, if at any time the Partnership is required to make a payment of taxes or assessments on behalf of any Limited Partner with respect to the share of Partnership income allocated to such Limited Partner, the Partnership may withhold the amount of such payment made (or to be made) on behalf of such Limited Partner from the next occurring distribution of Excess Cash to such Limited Partner. In the event that the liability paid by the Partnership exceeds the Excess Cash distributable to such Limited Partner at that time, or in the event that no distribution of Excess Cash is to be made within the twelve months following payment by the Partnership, the amount of such payment by the Partnership shall be charged against the Limited Partner's Capital Account.

11.19 Unclaimed Distributions.

11.19.1 Notwithstanding any provision of this Agreement to the contrary, in the event that Partnership makes a distribution of Capital or Excess Cash to a Limited Partner or former Limited Partner, the Partnership will send a check, backed by sufficient funds for payment, to such Limited Partner's last current address on file with the Partnership, and it will allow any such check to remain outstanding for a period of six months from its dated date. Each Limited Partner hereby agrees that such procedure shall fully discharge the Partnership's obligation to make such payment to the Limited Partner.

11.19.2 Each Limited Partner hereby agrees, further, that in the event (a) any distribution of Capital or Excess Cash that is addressed as described in Section 11.19.1 is returned to the Partnership for any reason, and the Limited Partner to whom or which such distribution is addressed does not make a claim to the Partnership for such payment within six months or (b) the distribution check remains outstanding and uncashed for a period of six months, then in either event the Partnership's obligation to make such payment shall terminate, the Partnership shall have the right to cancel or stop payment on the distribution check, and the Limited Partner thereupon shall have waived any right to such payment under this Agreement or state law and shall have no recourse against the Partnership with respect to same.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed under seal as of the day and year first above written.

GENERAL PARTNER:

By: _____

Kena Norris
Executive Director
Children's Community Physicians Association

LIMITED PARTNER:

_____
Name of Practice

By: _____

Title: _____

Date: _____

SCHEDULE "A"

TO BE COMPLETED BY CCPA PURCHASING PARTNERS

(PER "EXHIBIT A" OF THE CCPA PURCHASING PARTNERS, L.P. SUBSCRIPTION AGREEMENT COMPLETED BY LIMITED PARTNER MEMBER).

Dated as of _____.

Name and Address	**Initial Contribution**	**Percentage Interest**
GENERAL PARTNER:		
Children's Community Physicians Association 225 E. Chicago Avenue, Box 113 Chicago, IL 60611-2605	$4,500.00	
LIMITED PARTNERS:		