

**SUBSCRIPTION AGREEMENT**  
**FOR**  
**MOUNT CARMEL HEALTH PARTNERS, INC.**  
**an Ohio corporation**

## **SUBSCRIPTION INSTRUCTIONS**

Please review carefully, complete and sign the signature page to this Subscription Agreement.

For assistance, or to deliver the Subscription Agreement, contact:

**Candy Minamyer**  
**Director of Network Enrollment**  
**Mount Carmel Health Partners, Inc.**  
**6150 East Broad Street**  
**Columbus, Ohio 43213**  
**TELEPHONE: (614) 546-3000**

## SPECIAL NOTICES TO ALL PROSPECTIVE INVESTORS

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND ARE BEING OFFERED AND SOLD IN RELIANCE ON THE ACT’S EXEMPTIONS FROM REGISTRATION REQUIREMENTS. THESE SECURITIES HAVE BEEN REGISTERED BY DESCRIPTION WITH THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF SECURITIES UNDER SECTION 1707.06 OF THE OHIO REVISED CODE, BUT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY OTHER STATE. THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) AND STATE SECURITIES REGULATORS HAVE NOT APPROVED OR DISAPPROVED THE CLASS A COMMON SHARES OR DETERMINED IF THE ATTACHED OFFERING CIRCULAR IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES ARE BEING OFFERED ONLY TO QUALIFIED INVESTORS WHO PURCHASE THE OFFERED SECURITIES WITHOUT A VIEW TO RESELL, TRANSFER OR OTHERWISE DISTRIBUTE THE SECURITIES. TRANSFER OF THE SECURITIES IS SIGNIFICANTLY LIMITED BY THE CORPORATION’S CODE OF REGULATIONS AND IS FURTHER SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD UNLESS CERTAIN CONDITIONS ARE SATISFIED, INCLUDING REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION UNDER THE ACT AND STATE SECURITIES LAWS.

**THIS OFFERING IS AVAILABLE ONLY TO OHIO RESIDENTS.**

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**MOUNT CARMEL HEALTH PARTNERS, INC.**

### SUBSCRIPTION AGREEMENT

This is a Subscription Agreement, dated as of the date specified below, between Mount Carmel Health Partners, Inc. (the “CORPORATION”) and the person named below as the subscriber (the “SUBSCRIBER”).

#### *Recitals*

A. The Corporation is hereby offering (the “OFFERING”) to sell up to 750 Class A Common Shares, without par value (the “CLASS A COMMON SHARES”), for \$772.00 per Class A Common Share to physician groups or professional corporations affiliated with specialist or non-specialist, primary care physicians who have entered into agreements to provide medical services for or through the Corporation (the “PARTICIPATING PHYSICIANS”).

B. In the Offering, practice groups or professional corporations having a principal place of business in the State of Ohio and that are affiliated with Participating Physicians may subscribe to purchase one (1) Class A Common Share for each Participating Physician affiliated with the practice group or professional corporation (the “DESIGNATED PHYSICIAN”).

C. The Corporation, the terms of the Offering and other related matters are more fully described in an Offering Circular dated August 24, 2010 and such Offering Circular together with the exhibits thereto as supplemented or amended from time to time and delivered or redelivered to the Subscriber is referred to herein as the “**OFFERING CIRCULAR.**”

D. Capitalized terms used in the Subscription Agreement shall have the same meanings assigned to them in the Offering Circular.

E. This Subscription Agreement confirms the understanding between the Corporation and the Subscriber with respect to the Subscriber’s subscription for the Class A Common Share(s).

### ***Statement of Agreement***

In consideration of their mutual promises, the Corporation and the Subscriber agree as follows:

Section 1. *Subscription for Interests.* The Subscriber hereby subscribes for and agrees to purchase such number of Class A Common Shares indicated below for the subscription price of \$772.00 per Class A Common Share upon the terms and subject to the conditions set forth in this Subscription Agreement and the Offering Circular.

Section 2. *Payment of Subscription Price.* The Subscriber agrees to pay for the Class A Common Share(s) subscribed in cash via check made payable to the order of the Corporation upon submission of this subscription. The undersigned acknowledges and agrees that the shares being subscribed hereunder shall be issued upon acceptance of this agreement and full payment therefor.

Section 3. *Return of Subscription Price.* In the event that the Subscriber’s subscription is not accepted by the Corporation, the Corporation shall return to the Subscriber the entire amount of the Subscription Price, without interest, together with the original of this Subscription Agreement.

Section 4. *Acceptance by the Corporation.* Upon acceptance of the subscription hereunder, the Corporation shall be entitled to retain the entire amount of the Subscription Price.

Section 5. *Effectiveness of Agreement.* This Subscription may not be revoked by the Subscriber. However, this Subscription Agreement will not become effective until this Subscription has been duly accepted in writing by the Corporation in the space provided below and the Corporation has received payment in full for the Class A Common Share(s).

Section 6. *Representations and Warranties of Subscriber.* In connection with this Subscription for the Class A Common Share(s), the Subscriber hereby represents and warrants to the Corporation as provided in this Section. It is understood that the Corporation will rely upon these representations and warranties in accepting this subscription and that such representations and warranties will survive delivery and acceptance of this Subscription Agreement.

- (a) The Subscriber has received a copy of the Offering Circular, has reviewed the same, and consents to all of the conditions and terms described therein.
- (b) The Subscriber acknowledges having received copies of and being afforded the opportunity to examine and copy all desired documents, books and records relating to the Corporation. The Subscriber acknowledges that: (i) the Subscriber has received and read the Offering Circular, (ii) the Subscriber understands the information included therein, (iii) the Subscriber is aware that there are tax and economic variables and risks that could adversely affect investment in the Class A Common Share(s), (iv) the Subscriber and the Subscriber's business, tax and legal advisers, if any, have reviewed the documents and information relating to the Subscriber's subscription for the Class A Common Shares, (v) the Subscriber, or the Subscriber's advisors, have had ready access to any and all documents which the Subscriber or they deem relevant to the purchase of such Class A Common Shares and no requested information, oral or written, has been withheld, and (vi) the Corporation has made available to the Subscriber and designated representatives and agents of the Subscriber, during the course of the transaction and prior to sale, the opportunity to ask questions of, and receive answers from, the Corporation or any person acting on the Corporation's behalf concerning the terms and conditions of the Offering, and to obtain any additional information to the extent the Corporation possesses such information or can acquire it without unreasonable effort or expense.
- (c) The Subscriber understands that (i) in reliance upon the Subscriber's representations, the Class A Common Shares have not been registered under the Act and are registered only by description with the Ohio Department of Commerce, Division of Securities under Section 1707.06 of the Ohio Revised Code, (ii) the Corporation will note the restrictions on resale set forth above on its transfer records and any certificates of ownership, (iii) neither the Corporation nor anyone else have undertaken to register for resale any of the Class A Common Shares under the Act, and (iv) there is no trading or resale market for the Class A Common Shares, and it is not likely any such market will ever exist in the future.
- (d) The Subscriber is a practice group or professional corporation organized under Chapter 1785 of the Ohio Revised Code, and has its principal office in the State of Ohio.
- (e) The Subscriber received the Offering Circular and first learned of the Corporation in the State of Ohio.
- (f) With respect to the legal aspects of the investment, the Subscriber has relied solely upon the advice of the Subscriber's own legal advisors.
- (g) THE SUBSCRIBER IS AWARE THAT THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK AND THAT IT IS POSSIBLE THE SUBSCRIBER'S ENTIRE INVESTMENT WILL BE LOST.

- (h) The Subscriber satisfies the eligibility criteria to purchase the Class A Common Share(s) as described in the Offering Circular.
- (i) The Subscriber is purchasing the Class A Common Share(s) for the purpose of holding for investment and not with a view to transfer, resale or make any further distribution.

Section 7. *Covenant of the Subscriber.* The Subscriber will, at any time, furnish to the Corporation such information or additional verifications as the Corporation may reasonably request and will cooperate with the Corporation in obtaining such additional information or verifications from third parties as the Corporation may reasonably request for the purpose of confirming the representations and warranties of the Subscriber set forth in Section 6 of this Subscription Agreement amid perfecting the exemption from registration under federal securities laws.

Section 8. *Sale of Class A Common Shares.* The Subscriber agrees not to sell, pledge, fractionalize or otherwise dispose of the Class A Common Shares except upon approval by the Corporation's Board of Directors and only after legal counsel, satisfactory to the Corporation, has advised the Corporation, in a written opinion deemed satisfactory in the Corporation's sole discretion, that no registration under the Act or any state securities laws would be required in connection with the proposed sale, pledge or other disposition and the proposed sale, pledge or other disposition is consummated as contemplated by such opinion.

Section 9. *Successors and Assigns.* This Subscription Agreement, once effective, shall be binding upon the heirs, executors, administrators and successors of the Subscriber, and shall inure to the benefit of the Corporation, and its successors and assigns. This Subscription Agreement is not transferable or assignable by the Subscriber.

Section 10. *Governing Law.* This Subscription Agreement shall be construed in accordance with and governed in all respects by the laws of Ohio, without regard to its conflicts of laws rules.

Section 11. *The undersigned acknowledges and agrees that acceptance of this subscription is conditioned upon (i) the Designated Physician(s) named below being affiliated with the Subscriber.* The undersigned further acknowledges and agrees that the share(s) being subscribed hereunder will not be issued until the provider application of the Designated Physician has been approved and the Corporation has received payment in full. In the event that such Designated Physician's provider application is not approved by the Corporation, the Corporation shall refund the payments made pursuant to this subscription.

The Subscriber has executed this Agreement as of the date written below.

**THE SUBSCRIBER MUST COMPLETE THE FOLLOWING (PLEASE PRINT)**

Pursuant to the terms of the Subscription Agreement, the undersigned practice group or professional corporation hereby irrevocably subscribes for \_\_\_\_ Class A Common Share(s) in Mount Carmel Health Partners, Inc., an Ohio corporation, at a purchase price of \$772.00 per Class A Common Share.

Enclosed is a check for \$\_\_\_\_\_.00 (\$772.00 per Class A Common Share) payable to “Mount Carmel Health Partners, Inc.”

Subscription and Payment for Class A Common Shares

Deliver to: Candy Minamyer  
 Director of Network Enrollment  
 Mount Carmel Health Partners, Inc.  
 6150 East Broad Street  
 Columbus, Ohio 43213

Share Registration

Shares purchased must be registered in the name of the Subscriber.

\_\_\_\_\_  
 Name of Practice Group or Professional Corporation

Tax Identification Number

Street Address:

\_\_\_\_\_  
 City

\_\_\_\_\_, \_\_\_\_\_  
 State

Zip Code

Daytime Phone Number

If we have questions regarding the information that you have supplied, we may need to contact you. Please provide a daytime phone number at which you can be reached.

\_\_\_\_\_

Signature

The undersigned hereby certifies that all of the foregoing certifications and information are true, correct and complete.

Name of the Practice Group or Professional Organization

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Date: \_\_\_\_\_

	<p>With Respect to:</p> <p>_____</p> <p>Name of Designated Physician</p> <p>_____</p> <p>Name of Designated Physician</p> <p>_____</p> <p>Name of Designated Physician</p> <p>_____</p> <p>Name of Designated Physician</p> <p><i>If necessary, attach list of additional Designated Physicians.</i></p>
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Acceptance

Mount Carmel Health Partners, Inc. (the "Corporation") hereby accepts the foregoing subscription for \_\_\_\_\_ Class A Common Share(s) in the Corporation as of the date set forth immediately below.

Date: \_\_\_\_\_, \_\_\_\_\_

Mount Carmel Health Partners, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Subscription and Payment for Class A Common Shares**

**Deliver to: Mount Carmel Health Partners, Inc.  
6150 East Broad Street  
Columbus, Ohio 43213  
Attention: Candy Minamy, Director of Network Enrollment**