

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BY AND AMONG

SOUNDPATH HEALTH, INC.

NORTHWEST PHYSICIANS NETWORK OF WASHINGTON, LLC

PHYSICIANS OF SOUTHWEST WASHINGTON, L.L.C.

AND

COLLABHEALTH PLAN SERVICES, INC.

DATED AS OF

OCTOBER 18, 2012

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of October 18, 2012, is made and entered into by and among NORTHWEST PHYSICIANS NETWORK OF WASHINGTON, LLC, a Washington limited liability company ("NPN"), PHYSICIANS OF SOUTHWEST WASHINGTON, L.L.C., a Washington limited liability company ("PSW," together with NPN, are collectively "Shareholders"), SOUNDPATH HEALTH, INC., a Washington corporation ("Seller"), and COLLABHEALTH PLAN SERVICES, INC., a Colorado corporation ("Buyer").

RECITALS

WHEREAS, Seller is a licensed Washington domestic health care service contractor that is a Medicare Advantage health insurance carrier (the "Business");

WHEREAS, Seller desires to sell, and Buyer desires to purchase, substantially all of Seller's assets related to the administration of the Business (the "Administration Division");

WHEREAS, contemporaneously with the execution of this Agreement the Shareholders, Seller and Buyer entered into that certain Stock Purchase Agreement dated as of the date hereof (the "Stock Purchase Agreement"); pursuant to which the Shareholders have agreed to sell, and Buyer has agreed to purchase, fifty-five and 6/10 percent (55.60%) of the outstanding capital stock of Seller (the "Purchased Shares"), subject to the terms and conditions of the Stock Purchase Agreement;

WHEREAS, contemporaneously with the execution of this Agreement, Seller, Buyer and the Shareholders have entered into that certain Class R Preferred Stock Purchase Agreement (the "R Shares SPA") dated as of the date hereof, pursuant to which Seller has agreed to issue and sell series R preferred shares of Seller ("Class R Shares") to Buyer, subject to the terms and conditions of the R Shares SPA; and

WHEREAS, as used herein, capitalized terms have the meanings ascribed to such terms in **Exhibit A** attached hereto or as elsewhere defined in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

Article I

Purchase and Sale of Assets; Closing

Section 1.1 Sale and Purchase of Assets. Upon the terms and subject to the conditions contained herein, at the Closing, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase, accept and acquire from Seller, good and marketable title, free and clear from all Encumbrances, to all of the assets of Seller related to the Administration Division, other than the Excluded Assets, including but not limited to the following (all of the assets and rights to be sold and purchased hereunder are referred to herein collectively as the "Purchased Assets"):

(A) Leased Premises. All right, title and interest of Seller in the real property leases and leasehold estates of Seller under the leases (the "Leases") of real property for the premises which are the subject of the Leases ("Leased Premises") described on **Schedule 1.1(A)** hereto.

(B) Fixed Assets. All of Seller's furniture, fixtures, leasehold improvements, equipment, supplies, computer hardware, printers, phone systems and all other tangible assets of Seller, wherever located (the "Fixed Assets"), including but not limited to those Fixed Assets set forth on **Schedule 1.1(B)** hereto.

(C) Prepaid Expenses. All right, title and interest of Seller in and to the prepaid expenses and deposits relating to the Administration Division (the "Prepaid Expenses"), including but not limited to those Prepaid Expenses set forth on **Schedule 1.1(C)** hereto.

(D) Assigned Contracts. All right, title, and interest of Seller under the contracts and agreements (including without limitation leases of personal property) relating to the Administration Division and set forth on **Schedule 1.1(D)** hereto (the "Assigned Contracts").

(E) Trade Rights. All of Seller's right, title and interest in any trademarks, trade names, service marks or other trade rights used or useful in the Administration Division, including but not limited to those set forth on **Schedule 1.1(E)** hereto (collectively, the "Trade Rights"), but excluding the corporate names "SoundPath Health" and "Puget Sound Health Partners."

(F) Intellectual Property; Other Intangible Assets. All of Seller's rights with respect to all web addresses, web sites and domain names, web site content, all advertising materials used in the Administration Division, all logos used in the Administration Division, all telephone numbers used in the Administration Division and all intellectual property used or useful in connection with or relating to the Administration Division or under development, including without limitation all copyrights, patents, trade secrets, proprietary and technical information, research and development, processes,

formulas, know-how and other trade rights, together with all rights to, and all applications, registrations, licenses and franchises for, any of the foregoing, in any form or media (the "Intellectual Property"), and any other intangible assets of Seller used in the Administration Division including but not limited to those Intellectual Properties set forth on **Schedule 1.1(F)** hereto.

(G) Computer Licenses and Software. All right, title and interest of Seller in any computer software used by Seller in the operation of any computer hardware or other equipment transferred to Buyer in accordance herewith, including any and all of Seller's rights under any license used in the operations of the Administration Division, any and all of Seller's rights under any licenses related to Seller's use, at any time, of any computer equipment, hardware or software, and all leases pursuant to which Seller leases any computer software, in any form or media, together with all warranty rights, rights to updates and upgrades, documentation and manuals obtained in connection therewith (collectively, the "Software"), including but not limited to the Software set forth on **Schedule 1.1(G)** hereto.

(H) Records. All of Seller's books, records, files and papers pertaining to the Administration Division or the Purchased Assets which are maintained in the ordinary course of the business and are required, necessary or advisable in order for Buyer to conduct the Administration Division from and after the Closing in the manner in which it is presently being conducted, including but not limited to personnel records, technical data, graphic materials, fixtures, sales literature or other sales aids and other data related or pertaining to the Administration Division (the "Records").

(I) Other Property. All other or additional privileges, rights, interests, properties and assets of Seller, of every kind and description and wherever located, that are used or intended for use in connection with, or that are necessary or advisable to the continued conduct of, the Administration Division as presently being conducted.

Section 1.2 Excluded Assets. Notwithstanding **Section 1.1** hereof, the Purchased Assets will not include the following (the "Excluded Assets"):

(A) the assets listed on **Schedule 1.2** hereto;

(B) the rights of Seller under all contracts or agreements not included within the definitions of Assigned Contracts, including without limitation any and all agreements with health care providers and with Seller's insureds;

(C) Seller's cash, cash equivalents and other items on deposit in the accounts of Seller set forth on **Schedule 1.2** hereto;

(D) Seller's license to engage in the Business in the State of Washington;

(E) any and all of Seller's reserves, fixed income investments and capital and surplus;

(F) the rights of Seller to the corporate names "SoundPath Health" and "Puget Sound Health Partners";

(G) all of Seller's accounts receivable;

(H) the contract between the Centers for Medicare and Medicaid Services and Seller for the operation by Seller of a Medicare Advantage Coordinated Care Plan, effective January 1, 2012;

(I) the contract between the Centers for Medicare and Medicaid Services and Seller for the operation by Seller of a Medicare Advantage Coordinated Care Plan, effective January 1, 2013 and executed as of September 14, 2012 (covering 2013); and

(J) the corporate seals, Articles of Incorporation, minute books, stock books, tax returns or other records having to do with the corporate organization of Seller.

Section 1.3 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place on a mutually agreeable date that is ten (10) Business Days after the last of the conditions set forth in **Article VIII** hereof have either been fully satisfied and completed or waived in writing in accordance herewith (other than those conditions that can only be fulfilled at the Closing) (the "Closing Date"). The Closing shall begin at 9:00 a.m. Pacific Time, on the Closing Date, at which time the Parties will exchange copies of the Transaction Documents and signature pages thereto by facsimile or other appropriate electronic means, the receipt of which will be confirmed by telephone or electronic mail. The Parties agree to use their commercially reasonable efforts to cause the Closing to occur as soon as practicable and also agree that the Closing shall occur simultaneously with the closings of the transactions contemplated under the Stock Purchase Agreement and the R Shares SPA. All transfers of the Purchased Assets will be deemed to occur as of 12:01 a.m. on the Closing Date (the "Effective Time of Closing"), and until such time Seller will retain the ownership and possession of, and bear all risk of loss or damage to, the Purchased Assets and will remain liable for all liabilities.

Section 1.4 Pro-Ration. All rents and utilities, and the other costs set forth on **Schedule 1.4** hereto, relating to the Purchased Assets will be pro-rated between Buyer and Seller as of the Closing Date.

Article II Liabilities

Section 2.1 Assumption of Liabilities. Commencing from and after the Closing Date, Buyer will assume and agree to pay, perform and discharge, promptly when due the following liabilities, obligations and duties of Seller (the "Assumed Liabilities"):

(A) duties, liabilities and obligations under the Assigned Contracts arising after the Closing; and

(B) duties, liabilities and obligations under the Leases arising after the Closing.

Section 2.2 Liabilities Not Assumed by Buyer. In no event, however, will Buyer assume or incur any liability or obligation of Seller under **Section 2.1** or otherwise in respect of any liabilities other than the Assumed Liabilities (the "Excluded Liabilities").

Article III Consideration For Transfer

Section 3.1 Purchase Price. The purchase price to be paid to Seller for the Purchased Assets will be Four Hundred Fifteen Thousand Dollars (\$415,000) (the "Purchase Price") as adjusted by the amount of any payment made by Seller to Buyer pursuant to **Section 10.2(A)**.

Section 3.2 Payment of Purchase Price. At the Closing, Buyer shall pay the Purchase Price to Seller by delivery to Seller of immediately available funds. Seller shall maintain all of the proceeds of the Purchase Price as reserves in such manner as determined by the Board of Directors of Seller to meet Seller's reserve obligations under applicable Requirements of Law.

Section 3.3 Allocation of Purchase Price. The Purchase Price will be allocated for tax purposes among the Purchased Assets as provided on **Schedule 3.3** hereto. Buyer and Seller agree that they shall each report the allocation of the Purchase Price in a manner entirely consistent with such allocation in all tax returns and forms (including, without limitation, Form 8594 which is attached to **Schedule 3.3** and which shall be filed with their respective federal income tax returns for the taxable year in which the Closing Date occurs) and in the course of any tax audit, tax review or tax litigation relating thereto.

Article IV Representations and Warranties of Seller and Shareholders

(i) The Seller and the Shareholders, severally, but not jointly, with respect to representations and warranties in this Article IV that relate to the Seller, (ii) NPN, with respect to representations and warranties in this Article IV that relate to NPN, and (iii) PSW, with respect to representations and warranties in this Article IV that relate to PSW, hereby represent and warrant to Buyer, as of the date hereof and as of the Closing Date, as follows:

Section 4.1 Organization and Good Standing. Seller is a corporation duly organized and validly existing under the laws of Washington, with all requisite corporate power and authority to carry on the business in which it is engaged and to own the properties it owns.

Section 4.2 Authorization and Validity. The execution, delivery and performance of this Agreement and the other Transaction Documents by Seller and the Shareholders, and the consummation of the transactions contemplated hereby and thereby, have been unanimously approved and duly authorized by the Board of Directors of Seller and the Shareholders. This Agreement and each of the other Transaction Documents have been or will be duly executed and delivered by each of Seller and the Shareholders and constitute, as of the Closing, legal, valid and binding obligations of each of Seller and the Shareholders, including legal, valid and binding obligations under the laws of the State of Washington, and are enforceable against them in

accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies.

Section 4.3 Title: Leased Assets.

(A) Except as set forth on **Schedule 4.3**, Seller owns the Purchased Assets free and clear of all Encumbrances. Upon consummation of the transactions contemplated hereby, Buyer will receive good, valid, and marketable title to the Purchased Assets.

(B) Seller owns or otherwise possesses a transferable right to use all the Purchased Assets that are material to the operation of the Business as conducted immediately before the date of this Agreement.

Section 4.4 Real Estate.

(A) Seller does not own any real property.

(B) Seller has delivered to Buyer true, correct and complete copies of the Leases.

(C) Each of the Leases is in full force and effect and has not been assigned, modified, supplemented or amended, and neither Seller nor, to the Knowledge of Seller and Shareholders, the landlords under the Leases are in default under the Leases, and no circumstance or state of facts presently exists that, with the giving of notice or passage of time, or both, would permit the landlord or sublandlord under the Leases to terminate any of the Leases. None of the landlords under the Leases is an Affiliate of Seller.

(D) The improvements located on the Leased Premises are in good condition and are structurally sound, and all mechanical and other systems located therein are in good operating condition, subject to normal wear, and no condition exists requiring material repairs, alterations or corrections.

Section 4.5 Fixed Assets. **Schedule 1.1(B)** is a complete and accurate list and description of the Fixed Assets as of the date hereof. All of the Fixed Assets owned or leased by Seller and presently used in the conduct of the Business are in good condition and repair, ordinary wear and tear excepted (which is not material in the aggregate), and are fit for their intended use in the ordinary course of the business.

Section 4.6 Assigned Contracts. Except as set forth on **Schedule 4.6**: (A) each Assigned Contract is in full force and effect and is valid and enforceable in accordance with its terms; (B) Seller is, and at all times has been, in compliance in all material respects with all applicable terms and requirements of each Assigned Contract under which Seller has or had any obligation or liability or by which Seller or any of the Purchased Assets is or was bound; (C) no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a violation or breach of, or give Seller or any other party the right to declare a default or exercise any remedy under, or to accelerate the maturity or

performance of, or to cancel, terminate, or modify, any Assigned Contract; (D) Seller has not given or received from any other party at any time any notice or other communication (whether oral or written) regarding any actual, alleged, possible, or potential violation or breach of, or default under, any Assigned Contract; (E) no Assigned Contract contains any contractual requirement with which there is a reasonable likelihood Seller or, to the Knowledge of Seller and the Shareholders, any other party thereto will be unable to comply; and (F) except as set forth on **Schedule 4.6**, all payments required to be made by Seller pursuant to the Assigned Contracts are current.

Section 4.7 Trade Rights; Intellectual Property; Computer Software. **Schedules 1.1(E)** and **1.1(F)** contain complete and correct descriptions of the nature of Seller's right, title or interest in the Trade Rights and Intellectual Property and the purposes for which each is used. **Schedules 1.1(E)** and **1.1(F)** contain complete and accurate lists of all Trade Rights and Intellectual Property that is used by Seller in or deemed necessary by Seller for use in the conduct of the Administration Division or in which Seller has any right, title or interest. Each of the Trade Rights and Intellectual Property is in all respects valid, subsisting and in full force and effect and is owned by Seller free and clear of any Encumbrances or adverse claims of any Person. To the Knowledge of Seller, no other Person is making use of any of the Trade Rights or Intellectual Property. Seller has not granted any licenses or other rights to any Person to use any of the Trade Rights or Intellectual Property that remain outstanding. To the Knowledge of Seller, no present or former employee or agent of Seller and no other Person owns or has any proprietary, financial or other interest, direct or indirect, in whole or in part, in any of the Trade Rights or Intellectual Property. The Software is utilized by Seller under licenses with third parties and Seller is in material compliance with the terms and conditions of each such license and Seller has installed and utilizes the most current version or update of such Software. All repairs, bug fixes and the like have been installed for the Software. No party other than Seller or the licensor has any interest in Seller's license of Software, including without limitation any Encumbrances, license, contingent interest or otherwise. Seller's use or exploitation of the Software does not violate any rights of any other Person and Seller has not received any communication alleging such a violation. Seller has no obligation to compensate any Person for the use or exploitation of the Software nor has Seller granted to any other Person any license, option or other right to develop, use, sell or exploit in any manner the Software, whether requiring the payment of royalties or not. Shareholders do not own or have any interest of any kind in the Trade Rights, Intellectual Property and Software.

Section 4.8 Records. The books of account of Seller has been kept accurately in the ordinary course of its Business, the transactions entered therein represent bona fide transactions and the revenues, expenses, assets and liabilities of Seller have been properly recorded in such books. The Records are in good order, are complete, and have been maintained in accordance with sound business practices.

Section 4.9 No Violation. Except as set forth on **Schedule 4.9** or **Schedule 4.10**, neither the execution and performance of this Agreement or the agreements contemplated hereby nor the consummation of the transactions contemplated hereby or thereby (the "Contemplated Transactions") will, directly or indirectly (with or without notice or lapse of time): (A) contravene, conflict with, or result in a violation of (1) any provision of the Articles of

Incorporation or Bylaws of Seller, or (2) any resolution adopted by the Board of Directors of Seller or the Shareholders; (B) contravene, conflict with, or result in a violation of, or give any Governmental Authority or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Requirement of Law or any order to which Seller or any of the Purchased Assets may be subject; (C) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate, or modify, any governmental authorization that is held by Seller or that otherwise relates to the Business or any of the Purchased Assets; (D) cause any of the Purchased Assets to be reassessed or revalued by any taxing authority or other Governmental Authority; (E) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Assigned Contract; or (F) result in the imposition or creation of any Encumbrances upon or with respect to any of the Purchased Assets. Seller is not in violation of any term or provision of any charter, bylaw, mortgage, indenture, contract, agreement, instrument, judgment, decree, order, law, statute, rule, regulation or judicial or administrative decision applicable to, or which could affect, Seller, the Purchased Assets or the business of Seller in any material adverse respect.

Section 4.10 Consents. Except as set forth on **Schedule 4.10** hereto, no authorization, consent, approval, permit or license of, or filing with, any governmental or public body or authority, any lender or lessor or any other Person is required (A) to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or the agreements contemplated hereby on the part of Seller or (B) in connection with the transfer of any of the Purchased Assets from Seller to Buyer, including but not limited to the assignment of the Assigned Contracts and the Leases to Buyer.

Section 4.11 Prior Negotiations. Buyer will not incur any liability in connection with the Contemplated Transactions to any third party with whom Seller or its representatives have had discussions regarding any other transaction.

Section 4.12 Finder's Fee. Except for Thomas & Associates Consulting, LLC, neither Seller nor the Shareholders have incurred any obligation for any finder's, broker's or agent's fee in connection with this Agreement or any of the agreements contemplated hereby or any of the Contemplated Transactions for which Buyer may be liable or for which a claim could be asserted against the Purchased Assets.

Section 4.13 Accuracy of Information Furnished. To the Knowledge of Seller and the Shareholders, all information furnished to Buyer by Seller is true, correct and complete in all material respects and such information states all material facts required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements are made, true, correct and complete in all material respects.

Section 4.14 Seller and Shareholders Representations and Warranties Incorporated by Reference. The Seller's and Shareholders' representations and warranties contained in Sections 2.1, 2.2, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.20, 2.21, 2.22,

2.23, 2.24, 2.25, 2.26, 2.27, and 2.28 of the Stock Purchase Agreement and the Disclosure Schedules produced in response to those representations and warranties are hereby incorporated by reference into **Article IV** of this Agreement. The Stock Purchase Agreement and Disclosure Schedules are attached hereto as **Exhibit 4.14** and incorporated herein by this reference.

Article V Representations of Buyer

Buyer represents and warrants to Seller and Shareholders, as of the date hereof and as of the Closing Date, as follows:

Section 5.1 Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, with all requisite corporate power and authority to carry on the business in which it is engaged, to own the properties it owns and to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

Section 5.2 Authorization and Validity. The execution, delivery and performance of this Agreement and the other Transaction Documents by Buyer, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by Buyer. This Agreement and the other Transaction Documents have been or will be prior to the Closing duly executed and delivered by Buyer, and constitute, as of Closing, legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies.

Section 5.3 No Violation. Neither the execution and performance of this Agreement or the other Transaction Documents, nor the consummation of the transactions contemplated hereby or thereby, will (A) conflict with, or result in a breach of the terms, conditions and provisions of, or constitute a default under, the organizational documents of Buyer or of any agreement, indenture or other instrument under which Buyer is bound, or (B) violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over Buyer or the properties or assets of Buyer.

Section 5.4 Finder's Fee. Buyer has not incurred any obligation for any finder's, broker's or agent's fee in connection with this Agreement or any of the agreements contemplated hereby or any of the transactions contemplated hereby or thereby for which Seller may be liable.

Section 5.5 Consents. Except as set forth on **Schedule 5.5** hereto, no authorization, consent, approval, permit or license of, or filing with, any governmental or public body or authority, any lender or lessor or any other Person is required (A) to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or the agreements contemplated hereby on the part of Buyer, or (B) in connection with the transfer of any of the Purchased Assets from Seller to Buyer, including but not limited to the assignment of the Assigned Contracts and Leases to Buyer.

Section 5.6 Buyer's Representations and Warranties Incorporated by Reference. Buyer's representations and warranties contained in Sections 3.2, 3.3, 3.5 and 3.10 of the Stock Purchase Agreement are hereby incorporated by reference into Article V of this Agreement.

Article VI
Documents to be Delivered at Closing

Section 6.1 Documents Delivered by Seller. Seller shall deliver the following documents to Buyer on the Closing Date, each in form and substance satisfactory to Buyer:

(A) Consents. All of the consents set forth on **Schedule 4.10**, duly executed by such third parties;

(B) Bill of Sale. A bill of sale conveying the Fixed Assets and all other personal property not otherwise included in any other conveyance document, duly executed by an authorized officer of Seller (the "Bill of Sale"), in form and substance satisfactory to Buyer and Seller;

(C) Assignment and Assumption Agreement. An assignment and assumption agreement conveying the Prepaid Expenses, Assigned Contracts, Trade Rights, Intellectual Property, Software, and Records to Buyer; and pursuant to which Buyer will assume the Assumed Liabilities, duly executed by an authorized officer of Seller (the "Assignment and Assumption Agreement"), in form and substance satisfactory to Buyer and Seller;

(D) Assignment and Assumption of Leases. An assignment and assumption of leases conveying Seller's rights with respect to the Leases, and pursuant to which Buyer will assume the forward obligations of Seller under such Leases, duly executed by an authorized officer of Seller (the "Assignment of Leases"), in the form as set forth on Exhibit 6.1(D) attached hereto;

(E) Assignment and Assumption of NPN Admin Agreement. An assignment and assumption agreement conveying Seller's rights under that certain Administrative Services Agreement dated as of January 1, 2010 by and between NPN and Seller; as amended by that certain Amendment to the Administrative Services Agreement dated as of February 1, 2012 (the "Assignment of NPN ASA"), in the form as set forth on Exhibit 6.1(E) attached hereto;

(F) Assignment and Assumption of PSW Admin Agreement. An assignment and assumption agreement conveying Seller's rights to Buyer under that certain Amended and Restated Administrative Services Agreement dated as of January 1, 2011 by and between PSW and Seller (the "Assignment of PSW ASA"), in the form as set forth on Exhibit 6.1(F) attached hereto;

(G) Assignment and Assumption of Master Lease Agreement. An assignment and assumption agreement conveying Seller's rights to Buyer under that certain Master Lease Agreement No. MEF0981 dated as of September 16, 2011 by and between

Marquette Equipment Finance, LLC ("Marquette") and Seller (the "Assignment of Marquette Master Lease"), in the form set as set forth on Exhibit 6.1(G) attached hereto;

(H) Assignment of Lease No. 001. An assignment and assumption agreement conveying Seller's rights to Buyer under that certain Lease Schedule No. 001 dated as of September 16, 2011 by and between Marquette and Seller (the "Assignment of Lease No. 001") in the form set as set forth on Exhibit 6.1(H) attached hereto;

(I) Assignment of Lease No. 002. An assignment and assumption agreement conveying Seller's rights to Buyer under that certain Lease Schedule No. 002 dated as of September 16, 2011 by and between Marquette and Seller (the "Assignment of Lease No. 002") in the form set as set forth on Exhibit 6.1(I) attached hereto;

(J) Assignment of Lease No. 003. An assignment and assumption agreement conveying Seller's rights to Buyer under that certain Lease Schedule No. 003 dated as of September 16, 2011 by and between Marquette and Seller (the "Assignment of Lease No. 003") in the form set as set forth on Exhibit 6.1(J) attached hereto;

(K) Assignment of Lease No. 004. An assignment and assumption agreement conveying Seller's rights to Buyer under that certain Lease Schedule No. 004 dated as November 2, 2011 by and between Marquette and Seller (the "Assignment of Lease No. 004") in the form set as set forth on Exhibit 6.1(K) attached hereto;

(L) Employee Leasing Agreement. An employee leasing agreement (the "Employee Leasing Agreement") whereby Seller agrees to lease its employees to Buyer, in form and substance mutually agreeable to the Parties;

(M) Closing Certificates. Certificates from Seller and each Shareholder dated as of the Closing Date, confirming the satisfaction of the conditions contained in Section 8.2; and

(N) Other. Such other documents and instruments as Buyer may reasonably require for the consummation of the transactions contemplated by this Agreement.

Section 6.2 Documents Delivered by Buyer. Buyer shall deliver the following documents to Seller on the Closing Date, each in form and substance satisfactory to Buyer:

(A) Consents. All of the consents set forth on Schedule 5.5, duly executed by such third parties;

(B) Bill of Sale. A counterpart to the Bill of Sale duly executed by Buyer, in form and substance satisfactory to Buyer and Seller;

(C) Assignment and Assumption Agreement. A counterpart to the Assignment and Assumption Agreement duly executed by Buyer, in form and substance satisfactory to Buyer and Seller;

(D) Assignment and Assumption of Leases. A counterpart to the Assignment of Leases duly executed by Buyer;

(E) Assignment and Assumption of NPN Admin Agreement. A counterpart to the Assignment of NPN ASA, duly executed by Buyer;

(F) Assignment and Assumption of PSW Admin Agreement. A counterpart to the Assignment of PSW ASA, duly executed by Buyer;

(G) Assignment and Assumption of Master Lease Agreement. A counterpart to the Assignment of Marquette Master Lease, duly executed by Buyer;

(H) Assignment of Lease No. 001. A counterpart to the Assignment of Lease No. 001, duly executed by Buyer;

(I) Assignment of Lease No. 002. A counterpart to the Assignment of Lease No. 002, duly executed by Buyer;

(J) Assignment of Lease No. 003. A counterpart to the Assignment of Lease No. 003, duly executed by Buyer;

(K) Assignment of Lease No. 004. A counterpart to the Assignment of Lease No. 004, duly executed by Buyer;

(L) Employee Leasing Agreement. A counterpart to the Employee Leasing Agreement, duly executed by Buyer;

(M) Closing Certificates. A certificate from Buyer dated as of the Closing Date, confirming the satisfaction of the conditions contained in **Section 8.1**; and

(N) Other. Such other documents and instruments as Seller may reasonably require for the consummation of the transactions contemplated by this Agreement.

Article VII

Pre-Closing Covenants

Section 7.1 Additional Agreements. Subject to the terms and conditions provided in this Agreement, each of the Parties hereto agrees to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Contemplated Transactions, including vesting in Buyer good and valid title to the Purchased Assets free and clear of any Encumbrances, and to cooperate with each of the other Parties hereto in connection with the foregoing.

Section 7.2 Schedules: Notification. Between the date hereof and the Closing Date, a Party will notify the other Parties in writing if a Party becomes aware of any fact or condition that causes or constitutes a Breach of any of the representations or warranties hereunder as of the date

hereof, or if a Party becomes aware of the occurrence after the date hereof of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. This Agreement is being executed without the Schedules (defined below) attached. As soon as possible after the date hereof, but in any event on or before October 31, 2012 ("Schedules Delivery Date"), the Shareholders and the Seller shall deliver to the Buyer accurate and complete schedules that are satisfactory to Buyer, all as referenced in this Agreement ("Schedules"). The disclosures and information in the Schedules shall be as of the Schedules Delivery Date. On or after the Schedules Delivery Date and through the Closing Date, the Shareholders and the Seller must promptly update and supplement the Schedules attached to this Agreement, as appropriate to reflect any and all changes to the matters set forth in the Schedules from the Schedules Delivery Date through the Effective Time of Closing (the "Updated Schedules"). During the same period, a Party will promptly notify the other Parties of the occurrence of any Breach of any agreement or covenant hereunder or of the occurrence of any event that may make the satisfaction of the conditions in **Article VIII** impossible or unlikely.

Section 7.3 Hiring Employees. Seller and the Shareholders will cooperate with all requests made by Buyer for the purpose of allowing Buyer, to interview and make offers of employment to those employees of Seller designated by Buyer, and as set forth on **Schedule 7.3** (as such Schedule may be updated and supplemented by Buyer prior to the termination of the Employee Leasing Agreement). Except as may otherwise be required by Requirements of Law, Buyer will make offers of employment to all of Seller's employees. Seller's employees who accept employment will be terminated by Seller as of the termination of the Employee Leasing Agreement and their employment with Buyer will be effective as of the termination of the Employee Leasing Agreement. In addition, such Seller's employees who accept employment with Buyer will become "at-will" employees of Buyer consistent with Buyer's ultimate controlling parent organization's normal employment practices and policies and as a result of Buyer hiring such employees no severance payments will be due and payable by the Seller to any employees of Seller.

Section 7.4 Employee Compensation. Except with Buyer's prior written consent or as authorized by written contracts in existence as of the date hereof and except for normal annual salary increases consistent with past practices, (i) no increase will be made in the compensation or rate of compensation payable or to become payable to the officers or employees of Seller, and (ii) no bonus, profit sharing, retirement, insurance, death, fringe benefit or other direct or indirect compensation will accrue, be set aside or be paid to, for or on behalf of any of such officers or employees by Seller.

Section 7.5 Approvals of Third Parties. Seller will use its commercially reasonable efforts to secure as soon as practicable all necessary approvals and consents of third parties to the consummation of the transactions contemplated by this Agreement.

Article VIII
Conditions to Closing

Section 8.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase the Purchased Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in writing by Buyer, in whole or in part, on or prior to the Closing Date):

(A) All of Seller's and the Shareholder's representations and warranties in this Agreement (i) that are qualified by materiality or Material Adverse Effect must have been true and correct in all respects as of the Closing Date as if made on the Closing Date, and (ii) that are not qualified by materiality or Material Adverse Effect, must have been true and correct in all material respects as of the Closing Date as if made on and as of the Closing Date.

(B) All of the terms, covenants and obligations that Seller or the Shareholders are required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of such terms, covenants and obligations (considered individually), must have been duly performed and complied with by Seller or the Shareholders, as the case may be, in all material respects.

(C) The Stock Purchase Agreement and R Shares SPA shall continue to be in full force and effect as of the Closing Date and all of the closing conditions set forth in Section 5.1 of the Stock Purchase Agreement and also Section 5.1 of the R Shares SPA shall have been satisfied.

(D) Each document required to be delivered pursuant to **Section 6.1** must have been delivered.

(E) There shall not have occurred since the date hereof any change in the business or condition (financial or otherwise) of Seller that has had or is reasonably likely to have a Material Adverse Effect.

(F) Since the date hereof, there must not have been commenced or Threatened against Buyer or Seller, or against any Affiliate of Buyer, any proceeding (i) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (ii) that is reasonably likely to prevent, delay, make illegal, or otherwise interfere with any of the Contemplated Transactions.

(G) The Updated Schedules are satisfactory to Buyer in Buyer's sole and absolute discretion; provided that if no material changes are made to the Schedules after Schedules Delivery Date, then this condition shall be deemed waived.

(H) There must not have been made or Threatened by any Person any claim asserting that such Person (i) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any of the Purchased Assets, or (ii) is entitled to all or any portion of the Purchase Price payable for the Purchased Assets.

(I) Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time, or both), contravene or conflict, in any material respect, with, or result in a material violation of, or cause Buyer or any Affiliate of Buyer to suffer any material adverse consequence under, any Requirements of Law or order.

Section 8.2 Conditions to Seller's Obligations. Seller's obligation to sell the Purchased Assets and each of the Shareholder's and Seller's obligation to take the other actions required to be taken by the Shareholders and Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in writing by Seller, in whole or in part, on or prior to the Closing Date):

(A) All of Buyer's representations and warranties in this Agreement (i) that are qualified by materiality must have been true and correct in all respects as of the Closing Date as if made on the Closing Date, and (ii) that are not qualified by materiality, must have been true and correct in all material respects as of the Closing Date as if made on and as of the Closing Date.

(B) All of the terms, covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of such terms, covenants and obligations (considered individually), must have been duly performed and complied with by Buyer in all material respects.

(C) The Stock Purchase Agreement and R Shares SPA shall continue to be in full force and effect as of the Closing Date and the closing conditions set forth in Section 5.2 of the Stock Purchase Agreement and Section 5.2 of the R Shares SPA shall have been satisfied.

(D) Buyer must have delivered each of the documents required to be delivered by Buyer pursuant to Section 6.2 and must have made the payment required to be made by Buyer pursuant to Section 3.1.

(E) Since the date hereof, there must not have been commenced or Threatened against Seller or the Shareholders, or against any Affiliate of Seller or the Shareholders, any proceeding (i) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (ii) that is reasonably likely to prevent, delay, make illegal, or otherwise interfere with any of the Contemplated Transactions.

(F) There must not have been made or Threatened by any Person any claim asserting that such Person (i) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any of the Purchased Assets, or (ii) is entitled to all or any portion of the Purchase Price payable for the Purchased Assets.

(G) Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time, or both), contravene or conflict, in any material respect, with, or result in a material violation of, or cause Seller or the Shareholders or any Affiliate of Seller or the Shareholders to suffer any material adverse consequence under, any Requirement of Law or order.

Article IX Termination

Section 9.1 Termination Events. This Agreement may, by written notice given prior to or at the Closing, be terminated:

(A) by either Buyer or Seller if (i) a material Breach of any provision of this Agreement has been committed by the other Party (provided, that the Party seeking to terminate this Agreement is not also in material Breach of any provision of this Agreement), (ii) such Breach has not been waived, and (iii) the other Party fails to cure such Breach within ten (10) Business Days after written notice of such Breach by the non-breaching Party;

(B) (i) by Buyer if any condition in **Section 8.1** has not been satisfied as of the Closing Date or if satisfaction of such condition is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement and so long as Buyer is not in material Breach of any provision of this Agreement) and Buyer has not waived such condition on or before the Closing Date; or (ii) by Seller, if any condition in **Section 8.2** has not been satisfied as of the Closing Date or if satisfaction of such condition is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement and so long as Seller is not in material Breach of any provision of this Agreement) and Seller has not waived such condition on or before the Closing Date;

(C) by mutual written consent of Buyer and Seller;

(D) by either Buyer or Seller if the Closing has not occurred (other than through the failure of any Party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before January 15, 2013, or such later date as the Parties may agree upon; provided that if the sole reason that the Closing has not occurred is that Regulatory Approval (as such defined in the Stock Purchase Agreement) has not been obtained on or prior to such date, such date may unilaterally be extended by any Party for one (1) additional period of 90 days by a written notice to the other Parties; provided, further, that the right to terminate this Agreement under this **Section 9.1(d)** will not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date;

(E) by either Buyer or Seller upon the termination of the Stock Purchase Agreement or the R Shares SPA; or

(F) by the Buyer if the Schedules are not acceptable to the Buyer by the Schedules Delivery Date.

Section 9.2 Effect of Termination. Each Party's right of termination under Section 9.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 9.1, this Agreement will become void and of no effect with no Liability on the part of any Party, except that the terms of Article XII will survive any termination; provided, however, that (i) if this Agreement is terminated by a Party because of the Breach of this Agreement by the other Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired, and (ii) nothing herein will relieve any Party from liability for fraud.

Article X Covenants After the Closing

Section 10.1 Sales Tax. Buyer shall pay (and shall hold harmless, indemnify and defend Seller from and against, and, if necessary, will reimburse Seller with respect to) all sales, use and transfer taxes resulting from the sale of the Purchased Assets. Buyer shall timely prepare and file all returns and reports in respect of such sales, use and transfer taxes, and shall pay the appropriate tax amounts to the appropriate taxing authorities.

Section 10.2 Responsibility of Former Employer

(A) Seller shall make full and final settlements with all of its employees as of the date of the termination of Employee Leasing Agreement with respect to all liabilities and obligations relating to their employment with Seller. Within ten (10) days after the termination of the Employee Leasing Agreement, Seller shall pay to Buyer the value of accrued vacation time with respect to the employees of Seller hired by Buyer, and Buyer shall credit each such hired employee with his or her respective portion of such accrued vacation time paid by Seller.

(B) Seller will be and remain solely responsible for all wages, incentives, bonuses, commissions and all benefits under all benefit plans and similar arrangements in effect or covering one or more employees or retired, disabled or other former employees, including dependents and beneficiaries, as of or prior to the date of the termination of Employee Leasing Agreement, including any termination, severance or separation benefits, including COBRA continuation rights, if any, and including all covered claims and expenses, rights to reimbursement and benefits claims incurred or arising out of events or conditions existing or occurring as of or prior to the date of the termination of Employee Leasing Agreement, even though such expenses, claims or rights continue or

arise after the date of the termination of Employee Leasing Agreement. Buyer will have no obligations for any such claims and Shareholders shall severally, but not jointly and severally, indemnify and hold harmless Buyer from any claims therefor.

Section 10.3 Books and Records. From and after the Closing and for a period of three (3) years subsequent thereto, Buyer shall provide Seller and its representatives reasonable access during normal business hours and upon three (3) days' prior written notice to Buyer to the Records that Buyer receives from Seller.

Article XI Indemnification

Section 11.1 Survival; Right to Indemnification Not Affected by Knowledge. Except as set forth in this Section 11.1, the representations and warranties contained in this Agreement and the other Transaction Documents will survive the Closing Date until the second (2nd) anniversary of the Closing Date and will thereupon expire together with the associated right to indemnification (except to the extent a written notice asserting a claim for Breach thereof is given to the Shareholders, prior to such date); provided, however, that the representations and warranties contained in Sections 4.1, 4.2, 4.4(a), 4.13, 5.1, 5.2 and 5.4 will survive the Closing Date until the applicable statute of limitations.

(A) The covenants and agreements contained in this Agreement and the other Transaction Documents and the Contemplated Transactions to be performed or complied with at or after the Closing Date (other than the covenant and agreement to indemnify against Breaches of representations and warranties, which shall expire as aforesaid) will survive without limitation as to time (except as provided in such covenant or agreement).

(B) As to any Breach of the representations and warranties or any failure to perform or comply with any of the covenants and agreements contained herein or in any other Transaction Document that constitutes fraud on the part of the breaching or non-performing party or parties, such representations and warranties and such covenants and agreements will survive the Closing Date indefinitely.

(C) The right to indemnification, payment of Damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any Knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of Damages, or other remedy based on such representations, warranties, covenants, and obligations.

Section 11.2 Shareholder's Indemnity. Subject to the terms and conditions of this Article XI, Shareholders shall, severally only, and not jointly and severally, defend, indemnify

and hold harmless Buyer and its respective Representatives and Affiliates (collectively, the "Indemnified Persons") from and against, and will pay to the Indemnified Persons the amounts of, any and all Liabilities (including fines, assessments, penalties, reasonable attorney's fees and disbursements) or diminution of value, whether or not involving a third party claim (collectively, "Damages"), arising, directly or indirectly, from or in connection with:

(A) Any Breach of any representation or warranty made by Seller and Shareholders in this Agreement or any other Transaction Document;

(B) Any Breach by either the Seller or Shareholders of any covenant or obligation of Seller or Shareholders in this Agreement or any other Transaction Document;

(C) Any third party claim asserted against Buyer that is related to the activity of the Seller, the Shareholders or any of their respective Affiliates before or as of the Effective Time of Closing, whether any such third party claims are asserted against Buyer prior to or after the Effective Time of Closing; or

(D) Any criminal conduct (resulting in a criminal conviction) of the Seller's employees or former employees before or as of the Effective Time of Closing.

Section 11.3 Buyer's Indemnity. Subject to the terms and conditions of this Article XI, Buyer shall defend, indemnify and hold harmless Seller and Shareholders from and against, and will pay to Sellers and Shareholders the amount of, any Damages arising, directly or indirectly, from or in connection with (a) any Breach of any representation or warranty made by Buyer in this Agreement or any other Transaction Document, or (b) any Breach by Buyer of any covenant or obligation of Buyer in this Agreement or any other Transaction Document.

Section 11.4 Limitations on Liability.

(A) Except with respect to fraud, intentional misrepresentation, and the indemnity described in Section 7.2(e) of the Stock Purchase Agreement, the Indemnified Persons shall not be entitled to indemnity under Article XI of this Agreement, Article VII of the Stock Purchase Agreement and Article VIII of the R Shares SPA, with respect to indemnification claims thereunder until the aggregate amount of all such indemnification claims exceeds Two Hundred Fifty Thousand Dollars (\$250,000) (the "Deductible"), and thereafter, the Indemnified Persons shall be entitled to indemnity for the amount of indemnification claims in excess of the Deductible.

(B) Except with respect to fraud or intentional misrepresentation, the Shareholders shall not be entitled to indemnity under Article XI of this Agreement, Article VII of the Stock Purchase Agreement and Article 8 of the R Shares SPA with respect to indemnification claims thereunder until the aggregate amount of all such indemnification claims exceeds the Deductible, and thereafter, the Shareholders shall be entitled to indemnity for the amount of indemnification claims in excess of the Deductible.

(C) Except with respect to fraud, intentional misrepresentation and the indemnity described in Section 7.2(e) of the Stock Purchase Agreement, in no event shall the Shareholders' aggregate liability arising out of or relating to indemnity under Article XI of this Agreement, Article VII of the Stock Purchase Agreement and Article 8 of the R Shares SPA in the aggregate, exceed Two Million Dollars (\$2,000,000) the ("Indemnification Cap"). Except for fraud, intentional misrepresentation and the indemnity described in Section 7.2(e) of the Stock Purchase Agreement, the maximum liability of (i) NPN arising out of Article XI of this Agreement, Article VII of the Stock Purchase Agreement and Article 8 of the R Shares SPA shall equal Seven Hundred Seventeen Thousand Five Hundred Dollars (\$717,500), and (ii) PSW arising out of Article XI of this Agreement, Article VII of the Stock Purchase Agreement and Article 8 of the R Shares SPA shall equal One Million One Thirty-Two Thousand Five Hundred Dollars (\$1,032,500).

(D) Except with respect to fraud or intentional misrepresentation, in no event shall the Buyer's aggregate liability arising out of or relating to indemnity under Article XI of this Agreement, Article VII of the Stock Purchase Agreement, and Article 8 of the R Shares SPA in the aggregate, exceed the Indemnification Cap.

(E) If an event, matter or circumstance ("Event") occurs that results in a claim for indemnity under this Agreement, then an Indemnified Party (as defined below) shall not be precluded and shall be entitled to make different claims under the Stock Purchase Agreement and the R Shares SPA for indemnification despite all such claims arising from or resulting from the same Event.

Section 11.5 Conditions of Indemnification. The respective obligations and liabilities of the Shareholders, Seller and Buyer (the "Indemnifying Party") to the other (the "Indemnified Party") under Section 11.2 and 11.3 hereof with respect to claims resulting from the assertion of liability by parties other than those parties to this Agreement (a "Third Party") shall be asserted and resolved as follows:

(A) If any claim or demand for which an Indemnifying Party would be liable for Damages to an Indemnified Party is asserted against or sought to be collected from the Indemnified Party by a Third Party (a "Third Party Claim"), the Indemnified Party shall deliver a Claim Notice (as defined in Section 11.5(G)) with reasonable promptness to the Indemnifying Party. If the Indemnified Party fails to deliver the Claim Notice to the Indemnifying Party within ten (10) days (or such earlier time as might be required to avoid prejudicing the Indemnifying Party's position) after the Indemnified Party receives written notice of such Third Party Claim, the Indemnifying Party will not be obligated to indemnify the Indemnified Party with respect to such Third Party Claim if and only to the extent that the Indemnifying Party's ability to defend the Third Party Claim has been irreparably prejudiced by such failure. The Indemnifying Party will notify the Indemnified Party within ten (10) days after receipt of the Claim Notice (the "Notice Period") whether the Indemnifying Party intends, at the sole cost and expense of the Indemnifying Party, to defend the Indemnified Party against the Third Party Claim.

(B) If the Indemnifying Party notifies the Indemnified Party within the Notice Period that the Indemnifying Party will defend the Indemnified Party against the Third Party Claim, then the Indemnifying Party will have the right to defend, at its sole cost and expense, the Third Party Claim by all appropriate proceedings, which proceedings will be diligently prosecuted by the Indemnifying Party to a final conclusion or settled at the discretion of the Indemnifying Party upon the written consent of the Indemnified Party, which consent will not be unreasonably withheld; provided the Indemnified Party is to be fully indemnified. The Indemnifying Party will have full control of such defense and proceedings; provided that the Indemnified Party may file during the Notice Period, at the sole cost and expense of the Indemnified Party, any motion, answer or other pleading that the Indemnified Party may deem necessary or appropriate to protect its interests and not be irrevocably prejudicial to the Indemnifying Party; and provided further that, if requested by the Indemnifying Party, the Indemnified Party shall cooperate, at the sole cost and expense of the Indemnifying Party, with the Indemnifying Party and its counsel in developing the strategy and providing assistance in dealing with the Third Party Claim. In the event a compromise or settlement of the Third Party Claim requires more than a monetary payment and the execution of a full and complete release of all claims, such compromise or settlement must have the written consent of the Indemnified Party, which consent can be withheld in the sole discretion of the Indemnified Party. The Indemnified Party may participate in, but not control, any defense or settlement of any Third Party Claim assumed by the Indemnifying Party pursuant to this **Section 11.5(B)** and, except as provided in the preceding sentence, the Indemnified Party will bear its own costs and expenses with respect to such participation.

(C) If the Indemnifying Party fails to notify the Indemnified Party within the Notice Period that the Indemnifying Party intends to defend the Indemnified Party against the Third Party Claim, or if the Indemnifying Party gives such notice but fails diligently to prosecute or settle the Third Party Claim, or if the Indemnifying Party gives notice that it will not defend within the Notice Period, then the Indemnified Party will have the right (but not the obligation) to defend, at the sole cost and expense of the Indemnifying Party, the Third Party Claim by all appropriate proceedings, which proceedings will be prosecuted diligently by the Indemnified Party to a final conclusion or settled at the discretion of the Indemnified Party. The Indemnified Party will have full control of such defense and proceedings, including any compromise or settlement thereof; provided that, if requested by the Indemnified Party, the Indemnifying Party shall cooperate, at the sole cost and expense of the Indemnifying Party, with the Indemnified Party and its counsel in developing the strategy and providing assistance in dealing with the Third Party Claim. In the event a compromise or settlement of the Third Party Claim requires more than a monetary payment and the execution of a full and complete release of all claims, such compromise or settlement must have the written consent of the Indemnifying Party, which consent can be withheld in the sole discretion of the Indemnifying Party.

(D) Notwithstanding the foregoing provisions of **Section 11.5(C)**, if the Indemnifying Party notifies the Indemnified Party within the Notice Period that the Indemnifying Party disputes its obligation to indemnify the Indemnified Party against the Third Party Claim, and upon the resolution of such dispute pursuant to an order of a court

of competent jurisdiction, the Indemnifying Party will either, in accordance with such court order: (i) be required to bear the costs and expenses of the Indemnified Party's defense pursuant to **Section 11.5(C)**; or (ii) the Indemnifying Party will not be required to indemnify the Indemnified Party. In the event of any appeal of the order of the court, the appealing party shall be required to comply with its duties to indemnify in this **Section 11.5** pending a final and nonappealable decision by any appellate court. The Indemnifying Party may participate in, but not control, any defense or settlement controlled by the Indemnified Party pursuant to **Section 11.5(C)** but the Indemnifying Party will bear its own costs and expenses with respect thereto if such participation is not at the request of the Indemnified Party.

(E) In the event any Indemnified Party should have a claim against any Indemnifying Party hereunder that is not a Third Party Claim, the Indemnified Party shall deliver an Indemnity Notice (as defined in **Section 11.5(H)**) with reasonable promptness to the Indemnifying Party. The failure by any Indemnified Party to give timely notice referred to in the preceding sentence shall not impair the Indemnified Party's rights hereunder except to the extent that an Indemnifying Party demonstrates that it has been irreparably prejudiced thereby. If the Indemnifying Party fails to notify the Indemnified Party within twenty (20) days following its receipt of the Indemnity Notice that the Indemnifying Party disputes its obligation to indemnify the Indemnified Party hereunder, the claim will be conclusively deemed a liability of the Indemnifying Party hereunder.

(F) If the Indemnifying Party timely disputes its liability with respect to a claim described in a Claim Notice or an Indemnity Notice, the Indemnifying Party and the Indemnified Party shall proceed promptly and in good faith to negotiate a resolution of such dispute within thirty (30) days following receipt by the Indemnifying Party of a Claim Notice or an Indemnity Notice. At the end of such thirty (30) day period, and absent a mutual resolution, the Indemnifying Party and the Indemnified Party shall be able to exercise all available legal rights and remedies.

(G) The term "Claim Notice" means written notification of a Third Party Claim by an Indemnified Party to an Indemnifying Party under **Article XI**, enclosing a copy of all papers served, if any, and specifying the nature of and alleged basis for the Third Party Claim and, to the extent then feasible, the estimated amount of the Third Party Claim.

(H) The term "Indemnity Notice" means written notification of a claim for indemnity under **Article XI** hereof other than a Third Party Claim by an Indemnified Party to an Indemnifying Party pursuant to **Article XI** hereof, specifying the nature of and specific basis for the claim and, to the extent then feasible, the estimated amount of the claim.

(I) Any estimated amount of a claim submitted in a Claim Notice or an Indemnity Notice shall not be conclusive of the final amount of such claim. The giving of a Claim Notice when an Indemnity Notice is due, or the giving of an Indemnity Notice when a Claim Notice is due, shall not impair such Indemnified Party's rights hereunder

except to the extent that an Indemnifying Party demonstrates that it has been irreparably prejudiced thereby. Notice of any claim comprised in part of Third Party Claims and Indemnity Claims may be given pursuant to either **Section 11.5(A)** or **(B)**.

Section 11.6 Additional Indemnification Provisions. With respect to each indemnification obligation in this Agreement, all Damages shall be net of any third-party insurance proceeds which either have been recovered by, or are recoverable by, the indemnified party in connection with the facts giving rise to the right of indemnification. In any case where an indemnified party recovers from a third Person any amount in respect of a matter for which an indemnifying party has indemnified it pursuant to this **Article XI**, such indemnified party shall promptly pay over to the indemnifying party the amount so recovered (after deducting therefrom the amount of expenses incurred by the indemnified party in procuring such recovery and any increased costs of such insurance maintained by the indemnified party as a result of the payment of such proceeds for the one (1) year period following such payment), but not in excess of the sum of (a) any amount previously paid by the indemnifying party to or on behalf of the indemnified party in respect of such claim and (b) any amount expended by the indemnifying party in pursuing or defending any claim arising out of such matter.

Section 11.7 Exclusive Remedies. Except with respect to fraud or intentional misrepresentation, Shareholders, Seller and Buyer acknowledge and agree that the indemnification provisions of **Article XI** shall be the sole and exclusive remedies of Shareholders and Buyer for any Breach of the representations, warranties, covenants and agreements contained in this Agreement; provided that, nothing in this **Article XI** will preclude any party from seeking injunctive relief or declaratory action with respect to any failure by any other party to comply with any of the covenants or agreements of such other party contained herein or in any ancillary document, including without limitation, seeking to enforce specifically this Agreement and the other Transaction Documents and the terms and provisions hereof and thereof. Notwithstanding the foregoing, no Breach of any of the representations, warranties, covenants or agreements of this Agreement by any party shall give the other party the right after Closing to rescind this Agreement or the Contemplated Transactions.

Article XII Miscellaneous

Section 12.1 Amendment. No provision of this Agreement may be amended, modified, supplemented or waived except by an instrument in writing executed by all of the parties hereto.

Section 12.2 Entire Agreement. This Agreement, together with the Schedules and Exhibits, constitute the entire understanding and agreement of the parties and supersede all prior agreements and understandings, written and oral, among the parties with respect to the subject matter hereof.

Section 12.3 Interpretation. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or

interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 12.4 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties agree that the court making such determination will have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified so long as the economic or legal substance of the Contemplated Transactions are not affected in any manner materially adverse to any party. In the event such court does not exercise the power granted to it in the prior sentence, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Contemplated Transactions be consummated as originally contemplated to the fullest extent possible.

Section 12.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if (a) delivered in person, (b) transmitted by telecopy or facsimile (in either case, with confirmation), (c) mailed by certified or registered mail (return receipt requested and obtained) or (d) delivered by an express courier (with confirmation) to the parties at the addresses (or at such other address for a party as shall be specified by like notice) set forth in **Schedule 12.5** hereto. Any party may, by notice given in accordance with this **Section 12.5** to the other party, designate another address or Person for receipt of notices hereunder provided that notice of such a change shall be effective upon receipt.

Section 12.6 Binding Effect; Persons Benefiting; No Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors and permitted assigns of the parties. Except as set forth in the preceding sentence, nothing in this Agreement is intended or shall be construed to confer upon any Person other than the parties hereto and their successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any part hereof. Without the prior written consent of each of the other parties hereto, this Agreement and the rights hereunder may not be assigned by any of the parties hereto; provided that Buyer may assign this Agreement and any of the rights, interests or obligations of Buyer hereunder to any of its Affiliates without obtaining such prior written consent so long as Buyer remains jointly and severally liable for all obligations hereunder.

Section 12.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, it being understood that all of the parties need not sign

the same counterpart. Delivery of an executed counterpart by facsimile or other means of electronic transmission will be as effective as delivery of a manually executed counterpart.

Section 12.8 Governing Law. THIS AGREEMENT, THE LEGAL RELATIONS BETWEEN THE PARTIES AND THE ADJUDICATION AND THE ENFORCEMENT THEREOF, SHALL BE GOVERNED BY AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

Section 12.9 Dispute Resolution.

(A) If a dispute arises between the Parties relating to this Agreement or the other Transaction Documents that cannot be resolved informally, each Party involved in such dispute (each, a "Disputing Party" and, collectively, the "Disputing Parties") agrees to comply with the procedures set forth in this Section 12.9 ("Dispute Resolution Procedures"). The Dispute Resolution Procedures will be invoked by a Party, before such Party pursues any other available remedy, by such Party giving written notice to the other Party or Parties, as applicable. Following receipt of such notice, the Disputing Parties shall, for a period of thirty (30) days after the dispute first arises, attempt in good faith to negotiate a resolution of the dispute (the "Initial Negotiation"). The Initial Negotiation will include no less than two (2) in-person meetings among authorized representatives of the Disputing Parties, whom shall have authority from the respective Boards of Directors of the Disputing Parties to settle the matter. If the dispute is not resolved during the Initial Negotiation, the Disputing Parties shall, for an additional period of thirty (30) days after the end of the Initial Negotiation period, continue to attempt in good faith to negotiate a resolution of the dispute (the "Extended Negotiation"). The Extended Negotiation will include no less than two (2) in-person meetings between the President and Chief Executive Officer of the Disputing Parties, all of whom shall have authority from the respective Boards of Directors of the Disputing Parties to settle the matter.

(B) The Disputing Parties will appoint a mediator mutually acceptable to the Disputing Parties to participate in any Extended Negotiation, seeking assistance in such regard from the American Arbitration Association's AAA Mediation Services if they are unable to agree upon such appointment within ten (10) days after it is determined that the dispute is not resolved in the Initial Negotiation. The place of the Initial Negotiation and any Extended Negotiation shall be in Seattle, Washington, or such other place as may be mutually agreed to by the Disputing Parties. The mediator may meet or communicate with the Disputing Parties together or with each of them separately. If the Extended Negotiation is not successful in resolving the dispute within the thirty (30) day Extended Negotiation period, the mediator shall declare a impasse between the Disputing Parties by notifying each Disputing Party promptly after the expiration of such thirty (30) day period. Each Disputing Party shall pay its own attorneys' and expert witness fees and costs associated therewith, and the costs of the mediator shall be split equally among the Disputing Parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Disputing Parties or their

representatives, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any legal proceeding involving the Disputing Parties.

(C) If the Parties cannot reach agreement pursuant to Sections 12.9(A) and (B), then the Parties may proceed with such remedies as they may be entitled and deem appropriate in accordance with this Agreement. The Parties agree that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. EACH PARTY HEREBY WAIVES THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE AGREEMENTS CONTEMPLATED HEREBY OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, COUNTERCLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 12.10 Further Assurances. The parties agree (A) to furnish upon request to each other such further information, (B) to execute and deliver to each other such other documents, and (C) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

Section 12.11 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No waiver of any term or provision of this Agreement will be effective unless set forth in a writing signed by the waiving party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

SELLER:

SOUNDPATH HEALTH, INC.

By: Christine M. Tomcala
Name: Christine M. Tomcala
Title: CEO

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: Mark R. Bjornson
Name: Mark Bjornson
Title: CEO

SHAREHOLDERS:

**NORTHWEST PHYSICIANS NETWORK
OF WASHINGTON, LLC**

By: Patricia Briggs
Name: Patricia Briggs
Title: CEO

**PHYSICIANS OF SOUTHWEST
WASHINGTON, L.L.C.**

By: Mariella Cummins
Name: MARIELLA CUMMINGS
Title: CEO

EXHIBIT A

CERTAIN DEFINITIONS

“Affiliate” means, with respect to any specified Person, any other Person that, at the time of determination, directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified. For the purposes of this definition, “control”, when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of equity interests, by contract or otherwise; and the terms “controlling” and “controlled” have correlative meanings to the foregoing. For purposes of the definition of “control”, a general partner or managing member of a Person shall always be considered to control such Person.

“Board of Directors” means the board of directors, board of trustees, board of managers or similar body governing the affairs of a Person.

“Breach” means any inaccuracy in or breach of, or any failure to perform or comply with, any representation, warranty, covenant, obligation, or other provision of this Agreement or any certificate delivered pursuant to this Agreement.

“Business Day” means any day other than a Saturday, Sunday or a day on which the New York Stock Exchange is authorized or required to be closed for regular business.

“Director” means an individual member of a Board of Directors.

“Encumbrance” means any lien, community property interest, lease, assessment, pledge, mortgage, security interest, capital lease, encumbrance, restriction, easement, limitation, claim, preferential arrangement, condition, equitable interest, license, right of first refusal, charge or defect of title of any kind or nature whatsoever.

“Governmental Authority” means any nation, state, territory, province, county, city or other unit or subdivision thereof or any entity, authority, agency, department, board, commission, instrumentality, insurance or securities regulatory or self-regulatory body or securities or commodities exchange, court or other judicial body authorized on behalf of any of the foregoing to exercise legislative, judicial, regulatory or administrative functions of or pertaining to government, and any governmental or non-governmental self-regulatory organization.

“Knowledge” means that an individual will be deemed to have “Knowledge” of a particular fact or other matter if (i) such individual is actually aware of such fact or other matter or (ii) the knowledge that each such individual would reasonably be expected to obtain in the course of diligently performing his or her duties for the Seller or Shareholders, as the case may be. With respect to the Seller and the Shareholders, Knowledge of the Seller and the Shareholders means the Knowledge of Howard Thomas (as derived only from his consultation

with the Seller and the Shareholders and any Knowledge outside of this specific engagement is explicitly excluded), Austin Lanipert, MD, Bob Peters, Christine M. Tomcala, Christine Turner, Darlen Heap, MD, David Tollefson, MD, David Fairbrook, MD, Gary Goin, MD, James Anderson, James Wilson, MD, Jennifer Smith, MD, Jerome Zechmann, MD, John Samms, Joseph P. Clabots, MD, Kari Glover, Kingston Momah, MD, J. Gregg Julin, MD, Laurence Schadt, MD, Leonard Alenick, MD, Leyton Jump, MD, Mariella Cummings, Matthew White, MD, Michael Herring, MD, Mohammad Saeed, MD, Monica Wilhelm, MD, Patricia Briggs, Patrick J. Halpin, MD, Paul Williams, MD, Richard Faiola, MD, Rick Canning, Robin Larner, Ronald Krause, MD, Sheila S. Nishimoto, Theodore Bridge, MD, Thuy Le, William Roes, MD, William Williard, MD, Ze'ev Young, MD. With respect to the Buyer, Knowledge of Buyer means the Knowledge of Juan Serrano, Mark Bjornson, Mike Fitzgerald, Steve Schramm, and David Stratton.

"Liability" means, with respect to any Person, any direct or indirect indebtedness, liability, claim, loss, damage (including incidental and consequential damages), deficiency, obligation, expense or responsibility (whether known, accrued, absolute, contingent, unliquidated, due or to become due or otherwise) and regardless of when asserted, and includes, in the case of Liabilities relating to insurance policies, any extra-contractual obligations or payments in excess of policy limits or loss adjustment expense claims.

"Material Adverse Effect" means a material adverse effect on or material adverse change in (a) the Business or condition (financial or otherwise), results of operations, assets, properties or Liabilities of the Seller or (b) the ability of the Shareholders or Seller to perform without delay their obligations under this Agreement or any Contemplated Transaction or to consummate without delay the transactions contemplated hereby or thereby; provided, however, to the extent such effect results from any of the following, such effect shall not be considered a Material Adverse Effect: (i) economic, financial market or geopolitical conditions in general; (ii) conditions generally affecting the health insurance industry; (iii) changes in law or applicable accounting regulations or principles, or (iv) conditions or effects resulting from or relating to the announcement or the existence or terms of this Agreement or the consummation of the Contemplated Transactions.

"Ordinary Course of Business" means an action taken by a Person will be deemed to have been taken in the "Ordinary Course of Business" only if (a) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person, (b) such action is not required to be authorized by the Board of Directors of such Person (or by any Person or group of Persons exercising similar authority) or shareholders of such Person, and (c) such action is similar in nature and magnitude to actions customarily taken, without any authorization by the Board of Directors (or by any Person or group of Persons exercising similar authority) or shareholders of such Person, in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

"Party" means each the Shareholders, Seller and Buyer.

"Person" means any natural person, corporation, company, limited liability company, partnership (limited or general), joint venture, association, trust or other entity, including without limitation any Governmental Authority.

"Representative" means, with respect to a particular Person, any Director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Requirements of Law" means for any Person any law, treaty, regulation, rule, order, judgment, or decree, or any other determination or requirement of an governmental authority or arbitrator applicable to or binding on such Person or any of its property or to which such Person or any of its property is subject.

"Threatened" means, with respect to any claim, proceeding, dispute, action, or other matter, that any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing to a Party to this Agreement or within their Knowledge) that would lead a reasonably prudent Person to conclude that such a claim, proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the immediate future.

"Transaction Documents" means, collectively, this Agreement, Bill of Sale, Assignment and Assumption Agreement, Assignment of Leases and all other documents executed in connection herewith, including the conveyance documents, as any or all of the foregoing may be renewed, amended, extended, modified, supplemented, replaced or rearranged from time to time.

Confidential - Trade Secret

ASSIGNMENT OF MASTER LEASE AGREEMENT

This Assignment ("Assignment") dated effective as of [____], 2012 (the "Effective Date"), is made and entered into by and between Soundpath Health, Inc., a Washington corporation ("Assignor"), and CollabHealth Plan Services, Inc., a Colorado corporation ("Assignee"). Each of Assignor and Assignee are also collectively referred to herein as the "Parties."

WHEREAS, Assignor and Marquette Equipment Finance, LLC ("Lessor") entered into that certain Lease Schedule No. 001 dated as of September 16, 2011 (the "Agreement");

WHEREAS, Northwest Physician Network of Washington, LLC, Physicians of Southwest Washington, L.L.C., Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of October 18, 2012 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, benefits, privileges and interests in and to the Agreement, and Assignee desires to assume all of Assignor's duties, liabilities and obligations arising under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated by this reference.
2. Assignor does hereby grant, assign, transfer and set over unto Assignee, as of the Effective Date, all of Assignor's right, title, benefits and privileges in and to the Agreement. Assignee does hereby accept such assignment, and in connection therewith, assumes and agrees to observe, perform, pay and otherwise discharge when due Assignor's duties, liabilities and obligations arising under the Agreement.
3. Assignor agrees to remain obligated to Lessor for all duties, liabilities and obligations under the Agreement that are not satisfied by Assignee.
4. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement will govern.

5. The Parties will, at any time and from time to time upon the request of the other Party, execute, acknowledge and deliver all such further agreements, assignments, assumptions, assurances and other instruments as may be required to carry out the intent of this Assignment.

6. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of Washington without giving effect to any choice of law principles that may require the application of any other laws.

7. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. All of the covenants, terms and conditions as set forth herein will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns.

9. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

[Remainder of page left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this instrument to be executed as of the Effective Date.

ASSIGNOR:

SOUNDPATH HEALTH, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

COLLABHEALTH PLAN SERVICES, INC.

By: _____
Name: _____
Title: _____

CONSENT OF LESSOR

The undersigned, the "Lessor" in the Agreement in the foregoing Assignment, hereby consents to the assignment and assumption effected by the Assignment.

LESSOR:

**MARQUETTE EQUIPMENT FINANCE,
LLC**

By: _____
Name: _____
Title: _____

ASSIGNMENT OF MASTER LEASE AGREEMENT

This Assignment ("Assignment") dated effective as of [____], 2012 (the "Effective Date"), is made and entered into by and between Soundpath Health, Inc., a Washington corporation ("Assignor"), and CollabHealth, Plan Services, Inc., a Colorado corporation ("Assignee"). Each of Assignor and Assignee are also collectively referred to herein as the "Parties."

WHEREAS, Assignor and Marquette Equipment Finance, LLC ("Lessor") entered into that certain Lease Schedule No. 002 dated as of September 16, 2011 (the "Agreement");

WHEREAS, Northwest Physician Network of Washington, LLC, Physicians of Southwest Washington, L.L.C., Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of October 18, 2012 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, benefits, privileges and interests in and to the Agreement, and Assignee desires to assume all of Assignor's duties, liabilities and obligations arising under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated by this reference.
2. Assignor does hereby grant, assign, transfer and set over unto Assignee, as of the Effective Date, all of Assignor's right, title, benefits and privileges in and to the Agreement. Assignee does hereby accept such assignment, and in connection therewith, assumes and agrees to observe, perform, pay and otherwise discharge when due Assignor's duties, liabilities and obligations arising under the Agreement.
3. Assignor agrees to remain obligated to Lessor for all duties, liabilities and obligations under the Agreement that are not satisfied by Assignee.
4. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement will govern.

5. The Parties will, at any time and from time to time upon the request of the other Party, execute, acknowledge and deliver all such further agreements, assignments, assumptions, assurances and other instruments as may be required to carry out the intent of this Assignment.

6. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of Washington without giving effect to any choice of law principles that may require the application of any other laws.

7. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. All of the covenants, terms and conditions as set forth herein will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns.

9. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

[Remainder of page left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this instrument to be executed as of the Effective Date.

ASSIGNOR:

SOUNDPATH HEALTH, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

COLLABHEALTH PLAN SERVICES, INC.

By: _____

Name: _____

Title: _____

CONSENT OF LESSOR

The undersigned, the "Lessor" in the Agreement in the foregoing Assignment, hereby consents to the assignment and assumption effected by the Assignment.

LESSOR:

**MARQUETTE EQUIPMENT FINANCE,
LLC**

By: _____

Name: _____

Title: _____

ASSIGNMENT OF MASTER LEASE AGREEMENT

This Assignment ("Assignment") dated effective as of [____], 2012 (the "Effective Date"), is made and entered into by and between Soundpath Health, Inc., a Washington corporation ("Assignor"), and CollabHealth Plan Services, Inc., a Colorado corporation ("Assignee"). Each of Assignor and Assignee are also collectively referred to herein as the "Parties."

WHEREAS, Assignor and Marquette Equipment Finance, LLC ("Lessor") entered into that certain Lease Schedule No. 003 dated as of September 16, 2011 (the "Agreement");

WHEREAS, Northwest Physician Network of Washington, LLC, Physicians of Southwest Washington, L.L.C., Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of October 18, 2012 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, benefits, privileges and interests in and to the Agreement, and Assignee desires to assume all of Assignor's duties, liabilities and obligations arising under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated by this reference.
2. Assignor does hereby grant, assign, transfer and set over unto Assignee, as of the Effective Date, all of Assignor's right, title, benefits and privileges in and to the Agreement. Assignee does hereby accept such assignment, and in connection therewith, assumes and agrees to observe, perform, pay and otherwise discharge when due Assignor's duties, liabilities and obligations arising under the Agreement.
3. Assignor agrees to remain obligated to Lessor for all duties, liabilities and obligations under the Agreement that are not satisfied by Assignee.
4. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement will govern.

5. The Parties will, at any time and from time to time upon the request of the other Party, execute, acknowledge and deliver all such further agreements, assignments, assumptions, assurances and other instruments as may be required to carry out the intent of this Assignment.

6. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of Washington without giving effect to any choice of law principles that may require the application of any other laws.

7. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. All of the covenants, terms and conditions as set forth herein will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns.

9. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

[Remainder of page left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this instrument to be executed as of the Effective Date.

ASSIGNOR:

SOUNDPATH HEALTH, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

COLLABHEALTH PLAN SERVICES, INC.

By: _____

Name: _____

Title: _____

CONSENT OF LESSOR

The undersigned, the "Lessor" in the Agreement in the foregoing Assignment, hereby consents to the assignment and assumption effected by the Assignment.

LESSOR:

**MARQUETTE EQUIPMENT FINANCE,
LLC**

By: _____

Name: _____

Title: _____

ASSIGNMENT OF MASTER LEASE AGREEMENT

This Assignment ("Assignment") dated effective as of [____], 2012 (the "Effective Date"), is made and entered into by and between Soundpath Health, Inc., a Washington corporation ("Assignor"), and CollabHealth Plan Services, Inc., a Colorado corporation ("Assignee"). Each of Assignor and Assignee are also collectively referred to herein as the "Parties."

WHEREAS, Assignor and Marquette Equipment Finance, LLC ("Lessor") entered into that certain Lease Schedule No. 004 dated as of November 2, 2011 (the "Agreement");

WHEREAS, Northwest Physician Network of Washington, LLC, Physicians of Southwest Washington, L.L.C., Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of October 18, 2012 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, benefits, privileges and interests in and to the Agreement, and Assignee desires to assume all of Assignor's duties, liabilities and obligations arising under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated by this reference.
2. Assignor does hereby grant, assign, transfer and set over unto Assignee, as of the Effective Date, all of Assignor's right, title, benefits and privileges in and to the Agreement. Assignee does hereby accept such assignment, and in connection therewith, assumes and agrees to observe, perform, pay and otherwise discharge when due Assignor's duties, liabilities and obligations arising under the Agreement.
3. Assignor agrees to remain obligated to Lessor for all duties, liabilities and obligations under the Agreement that are not satisfied by Assignee.
4. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement will govern.

5. The Parties will, at any time and from time to time upon the request of the other Party, execute, acknowledge and deliver all such further agreements, assignments, assumptions, assurances and other instruments as may be required to carry out the intent of this Assignment.

6. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of Washington without giving effect to any choice of law principles that may require the application of any other laws.

7. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. All of the covenants, terms and conditions as set forth herein will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns.

9. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

[Remainder of page left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this instrument to be executed as of the Effective Date.

ASSIGNOR:

SOUNDPATH HEALTH, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

COLLABHEALTH PLAN SERVICES, INC.

By: _____

Name: _____

Title: _____

CONSENT OF LESSOR

The undersigned, the "Lessor" in the Agreement in the foregoing Assignment, hereby consents to the assignment and assumption effected by the Assignment.

LESSOR:

**MARQUETTE EQUIPMENT FINANCE,
LLC**

By: _____

Name: _____

Title: _____

ASSIGNMENT OF LEASE

This Assignment ("Assignment") dated effective as of [____], 2012 (the "Effective Date"), is made and entered into by and among Soundpath Health, Inc., a Washington corporation ("Assignor"), CollabHealth Plan Services, Inc., a Colorado corporation ("Assignee"), and East Campus Terrace II, LLC, a Washington limited liability company ("Landlord"). Each of Assignor, Assignee and Landlord are also collectively referred to herein as the "Parties."

WHEREAS, Assignor and Landlord entered into that certain Lease dated as of July 17, 2009, as amended by that certain First Amendment to Lease dated as of August 5, 2010, for the premises located at 32129 Weyerhaeuser Way South, Federal Way, Washington (the "Lease");

WHEREAS, Northwest Physicians Network of Washington, LLC, Physicians of Southwest Washington, L.L.C., Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of October 18, 2012 (the "Asset Purchase Agreement"); and

WHEREAS, Assignor and Assignee desire to obtain Landlord's consent to assignment of the Lease by Assignor to Assignee and Landlord's express release of Assignor from all future obligations under the Lease;

WHEREAS, Landlord is willing to consent to the assignment of the Lease to Assignee and to release Assignor from all future liability under the Lease on the terms and conditions set forth herein; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, benefits, privileges and interests in and to the Lease, and Assignee desires to assume all of Assignor's duties, liabilities and obligations arising under the Lease, all upon the terms and conditions below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated by this reference.
2. Assignor does hereby grant, assign, transfer and set over unto Assignee, as of the Effective Date, all of Assignor's right, title, benefits and privileges in and to the Lease. Assignee does hereby accept such assignment, and in connection therewith, assumes and agrees to observe, perform, pay and otherwise discharge when due Assignor's duties, liabilities and obligations arising under the Lease.
3. Landlord hereby consents to Assignor's assignment of the Lease to Assignee and Assignee's assumption of Assignor's obligations under the Lease effective as of the date hereof, and Landlord hereby releases Assignor from all liabilities arising under the Lease after the date hereof.

4. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement will govern.

5. The Parties will, at any time and from time to time upon the request of the other Party, execute, acknowledge and deliver all such further agreements, assignments, assumptions, assurances and other instruments as may be required to carry out the intent of this Assignment.

6. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of Washington without giving effect to any choice of law principles that may require the application of any other laws.

7. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. All of the covenants, terms and conditions as set forth herein will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns.

9. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

[Remainder of page left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this instrument to be executed as of the Effective Date.

ASSIGNOR:

SOUNDPATH HEALTH, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

COLLABHEALTH PLAN SERVICES, INC.

By: _____

Name: _____

Title: _____

LANDLORD:

EAST CAMPUS TERRACE II, LLC

By: _____

Name: _____

Title: _____