



October 18, 2012

CollabHealth Plan Services, Inc.
198 Inverness Drive West
Englewood, CO 80122

Re: \$600,000 Loan from CollabHealth Plan Services, Inc. to Northwest Physician Network of Washington, LLC

Ladies and Gentlemen:

We have acted as counsel to Northwest Physicians Network of Washington, LLC, a Washington limited liability company (the "**Company**") in connection with the transactions (the "**Transactions**") comprised solely of (i) that certain Secured Promissory Note, dated of even date herewith (the "**Note**"), executed by the Company and payable to the order of CollabHealth Plan Services, Inc. (the "**Lender**") in the principal amount of \$600,000, and (ii) that certain Stock Pledge and Security Agreement, dated of even date herewith (the "**Pledge Agreement**"), between the Company and the Lender. Capitalized terms used herein without definition shall have the meanings set forth in the Pledge Agreement.

In our capacity as counsel to the Company, we have reviewed the Note and the Pledge Agreement (collectively, the "**Transaction Documents**") in connection with the Transactions, in addition to the Certificate of the Company.

We have also reviewed copies of the Company's certificate of formation, limited liability company agreement, and other organizational documents, as applicable (collectively, the "**Corporate Documents**"). For purposes of rendering the opinions set forth herein, we have noted that the Corporate Documents and the Transaction Documents are governed and interpreted by the laws of the State of Washington (the "**State**"). We are qualified to practice law in the State, and the opinions set forth herein are specifically limited to the laws of the State and the federal laws of the United States of America, which, in our experience, are applicable to such transactions.

In rendering the opinions set forth herein, we have relied, with your permission, and without independent investigation, upon the statements of fact made by the Company separately certified to us and as stated in the Transaction Documents, but we have no knowledge that any of such statements are inaccurate or incomplete. In basing the opinions set forth in this opinion on "our knowledge", the words "our knowledge" signify that, in the course of our representation of the Company, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Further, the words "our

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knowledge" as used in this opinion are intended to be limited to the actual knowledge of Adam Snyder, the only attorney within our firm who has been directly involved in representing the Company in any capacity, including but not limited to, in connection with the Transactions.

In rendering this opinion, we have assumed (i) the genuineness of all signatures (other than those of the Company); (ii) all parties (other than the Company) have the power, authority and capacity to execute, deliver and perform the Transaction Documents; (iii) the enforceability of the Transaction Documents against all parties (other than the Company); (iv) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; and (v) the conduct of all the parties and their respective agents has complied with any requirement of good faith and fair dealing.

Based upon and subject to the foregoing and subsequent qualifications and exceptions, we are of the opinion that:

1. Based solely on the Certificate of Existence/Authorization of the Company issued by the Secretary of State of the State of Washington, dated October 16, 2012, the Company is a limited liability company, duly organized and validly existing under the laws of the State of Washington.
2. The Company has all requisite organizational power and authority to execute, deliver and perform under the Transaction Documents and to carry out the Transactions. The Company has taken all necessary limited liability company action to authorize the execution, delivery and performance of the Transaction Documents. The execution, delivery and performance of the Transaction Documents by the Company have been duly authorized.
3. The Transaction Documents have been duly executed and delivered by the Company and constitute the legal, valid and binding obligation of the Company and are enforceable, subject to the limitations and qualifications contained herein, against the Company, in accordance with their respective terms.
4. Based solely upon, and limited to, our knowledge, the Company is not an "investment company" or a company "controlled by" an "investment company" within the meaning of the Investment Company Act of 1940, as amended.
5. The consummation by the Company of the Transactions and the fulfillment of the terms of the Transaction Documents, do not (a) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, (i) the organizational documents of the Company, or (ii) based solely upon, and limited to, our knowledge, any member agreement, indenture, loan agreement, mortgage, deed of trust, instrument or other material document to which the Company is a party, (b) based solely upon, and limited to, our knowledge, result in the creation or imposition of any lien or other encumbrance upon any of the Company's properties pursuant to the terms of any indenture, loan agreement, mortgage, deed of trust, instrument or other document to which the Company is a party or (c) violate the federal law of the United

States of America, the laws of the State, or, based solely upon and limited to our knowledge, any order, writ or decree applicable to the Company of any court or any federal or state regulatory body, administrative agency or other government instrumentality having jurisdiction over the Company or any of its properties.

6. Based solely upon, and limited to, our knowledge, and subject to matters previously disclosed to Lender related to the Office of Insurance Commissioner of the State of Washington, there are no actions, proceedings or investigations pending, or threatened, against the Company before any court, regulatory body, administrative agency, or other tribunal or governmental instrumentality (a) asserting the invalidity of any Transaction Document, (b) seeking to prevent the consummation of any of the Transactions or (c) seeking any determination or ruling that might materially and adversely affect the performance by Company of any of its obligations under, or the validity or enforceability of, any Transaction Document.
7. Based solely upon, and limited to, our knowledge, except for the proper filing of a UCC financing statement, no consents or approvals of, authorizations by, notices to, or registrations, declarations or filings with, any federal or state governmental authority or regulatory body that have not already been obtained by the Company are required in connection with the due execution and delivery by the Company of the Transaction Documents.
8. The security interests in the Equity Interests described in the Pledge Agreement (the "**Pledged Stock**") will be perfected security interests in the Pledged Stock upon (i) the execution and delivery of the Pledge Agreement by all parties to such agreement, (ii) Lender taking delivery of the Pledged Stock in accordance with applicable law, (iii) registration and acknowledgement of the Lender's security interest in the Pledged Stock in the books and records of SoundPath Health, Inc. (issuer of the Pledged Stock) and (iv) the proper filing of a UCC financing statement which properly identifies the Company and Lender and adequately describes the Pledged Stock to be secured (a copy of which is attached hereto as Exhibit A).
9. Based solely upon, and limited to, our knowledge and our review of the Corporate Documents, no consent or approval of the members or directors of the Company is required for the execution and delivery by Company of the Transaction Documents or any other document or instrument required or desirable to close the Transactions or for the granting of a security interest in, the Pledged Stock to secure the indebtedness evidenced by the Note, or if required has been obtained.

Limitations, Exceptions and Qualifications. The opinions rendered in this letter are subject to and limited by the following limitations, exceptions and qualifications:

- a. We express no opinion on the compliance of the Transaction Documents or any aspect or portion of the loan transaction with (i) federal or state securities laws and regulations, or (ii) federal or state antitrust or unfair competition laws and regulations.

b. We have not made any investigation of and do not express any opinion as to any matters of title to or rights in any real, personal or mixed property, including the Pledged Stock, or as to the adequacy of the description thereof in the Transaction Documents. Our opinion in paragraph 8, above, as to perfection of security interests, specifically excludes any opinion as to whether the Company has any rights in the Pledged Stock.

c. We express no opinion as to the tax effect or consequences or treatment by local, state or federal taxing authorities of any aspect of the transaction described herein or of any of the rights or obligations of the parties under any of the Transaction Documents.

d. We express no opinion with respect to the validity, binding effect or enforceability of any of the provisions contained in any of the Transaction Documents pursuant to which the Company purportedly waives rights granted to it under Washington law, including the giving of any notice, waiving any defenses or procedural matters including set-off, or delay or omission of enforcement of rights or remedies, waiving any rights granted by statute, waiving right of jury trial, or providing for any self-help remedies, or providing for summary remedies without notice or opportunity for hearing or correction, any non-judicial remedies (unless permitted by and exercised in accordance with applicable law); and any provisions purporting to appoint Lender as attorney-in-fact or agent for the Company; such provisions may be limited or denied under the laws of the State of Washington to the extent that they are determined to be unreasonable, unenforceable or contrary to public policy or law.

e. We express no opinion as to the enforceability of prepayment penalties, late charges, default interest or other charges under and pursuant to the provisions of the Transaction Documents insofar as they may be unenforceable or deemed to constitute a penalty under the laws of the State of Washington.

f. Lender's exercise of rights and remedies under the Transaction Documents may be limited if it is determined that the defaults are not material, the charges, impositions or penalties bear no reasonable relation to the damage suffered by Lender, or if it cannot be demonstrated that the enforcement of remedies is reasonably necessary for the protection of Lender, or if anti-deficiency provisions under applicable Washington law limit recovery. A Washington court might not enforce payment pursuant to the Transaction Documents upon accelerated maturity thereof if such accelerated maturity is declared as a consequence of the failure of the Company to perform or observe any provision of the Transaction Documents that a court determines not to be material.

g. Enforcement of the Transaction Documents may be limited by principles of equity and public policy and other principles which may limit enforceability thereof (regardless of whether considered and applied in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, impracticability or impossibility of performance, unconscionability, mutuality, good faith, fair dealing and breach of fiduciary duty, and the exercise of judicial discretion. Enforcement may further be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, arrangement, receivership, equity of redemption, or other similar laws of general application affecting the

enforcement of creditors' rights. We express no opinion as to the availability of the remedies of specific performance, injunctive relief or any other equitable remedy, all of which are subject to the discretion of the court before which proceedings therefore may be brought.

h. We express no opinion with respect to the enforceability of any provision in the Transaction Documents specifying payment or reimbursement of costs and expenses or indemnification for claims, losses, or liabilities, including attorney's fees, in excess of statutory limits or amounts determined reasonable by any court or other tribunal or adjudicator, or of any provision in the Transaction Documents providing for an award or payment of attorney's fees to any party other than to the prevailing party, with respect to which you are advised that any contractual, lease or note provision requiring the payment of attorney's fees is subject to Revised Code of Washington Section 4.84.330, which requires that such provisions be applied bilaterally and that, in the event of litigation, any fees awarded under such provision shall be awarded to the prevailing party, irrespective of the terms used in the Transaction Documents.

i. We express no opinion whether a Washington court will uphold or follow a provision in the Transaction Documents stating the documents may be amended only in writing, in light of the decision of the Washington Court of Appeals in *Pacific Northwest Group v. Pizza Blends, Inc.*, 90 Wn. App. 273, 951 P.2d 826 (1998), in which the court of appeals held that an oral amendment can be binding on the parties notwithstanding a clause in their agreement stating the agreement could be amended only in writing.

j. Any rights of Lender to foreclose its lien or enforce its remedies against the Pledged Stock or other property located in the State of Washington and described in the Transaction Documents must be enforced pursuant to the procedures required by applicable provisions of the Washington State Uniform Commercial Code (RCW Chapter 62A) and other applicable laws.

Notwithstanding the qualifications set forth above in paragraphs a. - j., the Transaction Documents, when taken as a whole, contain customary provisions to render the rights and remedies of Lender adequate (subject, however, to paragraphs f. and g.) for the realization of the benefit of the security intended to be provided thereby.

Our opinions assume there are no agreements or understandings between or among any of the parties to the Transaction Documents or third parties that would expand, modify, or otherwise affect the terms of the Transaction Documents or the respective rights or obligations of the parties thereunder, or that would modify, release, terminate subordinate or delay the attachment of the security interest and liens granted thereunder.

As to matters in which reference in this letter is made to the "laws of the State of Washington", such references are intended to refer exclusively to the applicable constitutional, legislative, judicial and administrative provisions, statutes and regulations, and to the reported judicial decisions and rulings of courts of record in the State of Washington, as currently in effect and binding on the Company as of the date of this letter, which, in our experience, are customarily applied to similar transactions. We are rendering our opinion herein as to the effect

on the loan transaction only of existing laws of the State of Washington as currently in effect on the date hereof; such opinions are subject to modification to the extent that such laws, rulings and regulations may be changed in the future. We express no opinions as to the application of or the effect of the application of the statutory or decisional laws of any other jurisdiction or the effect of the principles of conflict of laws and we assume no duty to update or supplement the opinions rendered in the event of amendment of the laws of the State of Washington.

The opinions expressed in this letter are delivered as of the date of this letter and are limited to those expressly stated. We express no opinion as to circumstances or events that may occur subsequent to the date of this letter and we assume no obligation to update or supplement this letter or to advise you of facts occurring after the date hereof which might affect the opinions expressed herein or if we become aware of any facts that might change the opinions expressed herein.

This letter constitutes our opinion only and should not be deemed to be a guarantee or warranty of the matters set forth herein. This opinion letter is limited to the matters expressly opined upon herein, and no opinion may be implied or inferred beyond those expressly stated. The opinion is given as of the date hereof and we undertake no obligation to update or supplement this opinion with respect to subsequent changes in the law or future events affecting the Transactions. The opinion expressed herein is not a prediction of any specific outcome, whether by judgment, order, ruling, decision or other determination that may be given by any court, arbitrator, adjudicator or other person or entity which may be called upon or have the authority to make or give a decision as to any matter which relates to any part of the opinion expressed herein.

This opinion letter may be relied upon by you and your legal counsel and any subsequent rightful holder of the Note and their respective counsel and only in connection with the Transaction Documents and may not be used or relied upon for any other purpose or by any other person for any reason whatsoever, without obtaining in each instance our prior written consent.

Very truly yours;


Adam G. Snyder

cc: Pat Briggs, CEO, Northwest Physicians Network of Washington, LLC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Tamika Ross/ (816) 360-4242
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Polsinelli Shughart PC ATTN: Tamika Ross 700 W. 47th Street, Suite 100 Kansas City, MO 64112

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Northwest Physicians Network of Washington, LLC					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 708 Broadway, Suite 400		CITY Tacoma	STATE WA	POSTAL CODE 98402	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Washington	1g. ORGANIZATIONAL ID #, if any 601729497	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME CollabHealth Plan Services, Inc.					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 198 Inverness Drive West		CITY Englewood	STATE CO	POSTAL CODE 80122	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and incorporated herein by this reference.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [OPTIONAL FEE]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

P.S. File No. 060333-444673- File with WA SOS

EXHIBIT A

Debtor hereby pledges, assigns hypothecates, transfers and delivers to Secured Party the Pledged Collateral, duly endorsed in blank for transfer or with stock powers duly executed in blank for transfer, and grants Secured Party a lien on and security interest in the Pledged Collateral (whether perfected by possession or otherwise).

The term "**Equity Interests**" means all of the equity or other ownership interests in a Person.

The term "**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental body.

The term "**Pledged Collateral**" means, collectively, the Pledged Stock and all products and proceeds thereof.

The term "**Pledged Stock**" means the shares of capital stock described in Schedule I attached hereto and made a part hereof and all other shares of capital stock, options, rights, warrants, and other Equity Interests issued from time to time to Debtor by SoundPath Health, Inc., a Washington corporation (the "**Company**"), in connection with and with respect to such Pledged Stock, together with all certificates, options, rights, dividends, and other distributions issued as an addition to, in substitution or exchange for, or on account of, any such shares of Pledged Stock and any and all options, rights, warrants, and other Equity Interests, all accounts, contract rights, and general intangibles arising from any and all of the foregoing or relating thereto, and all proceeds of all the foregoing, whether now or hereafter owned or acquired by Debtor.

SCHEDULE I

(Description of Pledged Stock)

<u>Owner</u>	<u>Certificate No. :</u>	<u>Shares:</u>
Northwest Physicians Network of Washington, LLC	026	50,167

Confidential
Trade Secret

SECURED PROMISSORY NOTE

\$600,000.00

October 18, 2012

For value received, NORTHWEST PHYSICIANS NETWORK OF WASHINGTON, LLC, a Washington limited liability company ("**Maker**"), hereby promises to pay to the order of COLLABHEALTH PLAN SERVICES, INC., a Colorado corporation (together with its successors and assigns, "**Holder**"), at its office at 198 Inverness Drive West, Englewood, CO 80122, or at such other place as Holder may from time to time designate, the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) or such lesser amount, with ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to be advanced on or about October 18, 2012 and with FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) to be advanced only if that certain Stock Purchase Agreement dated October 18, 2012 (the "**Stock Purchase Agreement**") between Maker, Holder, Soundpath Health, Inc., and Physicians of Southwest Washington, L.L.C., is not terminated on or before October 31, 2012, together with interest thereon, as provided herein, from the date set forth in Section 2 below until fully paid (the "**Indebtedness**").

1. Payment of Principal and Interest. Subject to acceleration or earlier required payment as provided for elsewhere in this Secured Promissory Note (as amended, modified, supplemented, restated, or renewed, from time to time, the "**Note**"), or that certain Stock Pledge and Security Agreement dated of even date herewith between Maker and Holder (collectively, together with this Note, the "**Loan Documents**"), the principal balance of this Note, any accrued and unpaid interest thereon, and all other amounts owed pursuant to this Note shall be due and payable in full on the earlier of (i) January 15, 2013, (ii) the closing of the transactions contemplated in the Stock Purchase Agreement, (iii) fifteen (15) days following the date Maker or Soundpath Health, Inc. terminates the Stock Purchase Agreement, (iv) Maker enters into a binding agreement with a party not affiliated with Holder for the sale of the stock of Soundpath Health, Inc., or (v) Soundpath Health, Inc. enters into a binding agreement to sell all or substantially all of its assets (the earlier of such dates being the "**Maturity Date**").

Maker shall make all payments payable in cash under this Note in lawful money of the United States. All payments paid by Maker to Holder under this Note and under the other Loan Documents shall be applied in the following order of priority: (i) to amounts, other than principal and interest, due to Holder pursuant to this Note or the other Loan Documents; (ii) to accrued but unpaid interest on this Note; and (iii) to the unpaid principal balance of this Note. Maker irrevocably waives the right to direct the application of any and all payments at any time hereafter received by Holder from or on behalf of Maker, and Maker irrevocably agrees that Holder shall have the continuing exclusive right to apply any and all such payments against the then due and owing obligations of Maker in such order of priority as Holder may deem advisable. If Maker makes any payment of principal, interest or other amounts upon the Indebtedness by check, draft, or other remittance, Holder shall not be deemed to have received such payment until Holder actually receives the payment instrument.

2. Calculation of Interest. Interest shall accrue on the outstanding principal balance at the end of each day on which any amount is outstanding under this Note at the rate of six percent (6%) per annum (the "**Interest Rate**"). Interest shall be calculated on a daily basis

(computed on the actual number of days elapsed over a year of 360 days), commencing on the date hereof, and shall be based upon the outstanding principal balance at the end of each day.

3. **Prepayment.** Maker may prepay all or any portion of the outstanding principal balance at any time without premium or penalty.

4. **Waiver.** Payment of principal and interest due under this Note shall be made without presentment or demand. Maker and all others at any time liable directly or indirectly (including Maker, any co-makers, endorsers, sureties and guarantors, all of which are referred to herein as "**Parties**"), severally waive presentment, demand and protest, notice of protest, demand, dishonor, nonpayment, intent to accelerate, acceleration and all other notices or demands in connection with delivery, acceptance, performance, default or endorsement of this Note, and all diligence in collection and agree to pay all costs of collection when incurred, including reasonable attorneys' fees and expenses actually incurred, and to perform and comply with each of the covenants, conditions, provisions, and agreements of Maker contained in the Loan Documents. No release by Holder of any security for payment of the Indebtedness or any modification or restructuring in respect of any lien or security interest held or at any time obtained or acquired by Holder for payment of such Indebtedness shall operate to release, discharge, impair or alter the liability of any Party liable at any time directly or indirectly for payment of such Indebtedness.

5. **Renewal and Modification.** Maker further agrees that the Indebtedness may be from time to time extended, renewed, modified, rearranged, or evidenced by one or more other notes or obligations in substitution for this Note and upon and for such term or terms agreed to by Maker and Holder in writing, and with or without notice to other Parties. Maker agrees that upon and after such extension, renewal, modification, rearrangement, substitution, or other change in form of the Indebtedness, each Party shall remain liable in respect of the Indebtedness so renewed, extended, modified, rearranged, or otherwise evidenced in the same capacity and to the same extent as prior thereto. No release or discharge (in whole or in part) of any Party hereto by Holder shall in any manner impair, release, discharge, or alter the liability of any other Party.

6. **Events of Default.** Any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Note: (a) Maker fails to timely pay as and when due any monetary obligation under this Note in accordance with the terms of this Note; (b) an "**Event of Default**" under any other Loan Document shall have occurred, and (c) Maker is unable to pay its debts generally as they become due, makes an assignment for the benefit of creditors, or an order, judgment, decree or injunction is entered adjudicating Maker bankrupt or insolvent or requiring the dissolution or split up of Maker or preventing Maker from conducting all or any part of its business; or any order for relief with respect to Maker is entered under the Federal Bankruptcy Code; or Maker petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of Maker, or of any substantial part of the assets of Maker, or commences any proceeding relating to Maker under any bankruptcy reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar laws of any jurisdiction now or hereafter in effect; or any such petition or application is filed, or any such proceeding is commenced, against Maker and either (i) Maker by any act indicates its approval thereof, consent thereto or acquiescence therein or (ii) such petition, application or proceeding is not dismissed within sixty (60) days.

7. **Rights and Remedies.** Upon the occurrence, and during the continuation, of an Event of Default (a) all Indebtedness and all other amounts due and owing under this Note shall (at the option of Holder) immediately become due and payable without demand and without notice to Maker, (b) Holder shall have all rights, powers and remedies set forth in the Loan Documents, as well as any and all rights and remedies available to it under any applicable law or as otherwise provided at law or in equity, (c) Maker shall pay to Holder, in addition to the sums stated above, the costs of collection, regardless of whether litigation is commenced, including reasonable attorneys' fees, and (d) notwithstanding any other provision of this Note, if any Event of Default occurs under this Note or any Loan Document, then the Interest Rate shall increase immediately, and for so long as such Event of Default is continuing, by an increment of three percent (3)% per annum, so that, for instance, the Interest Rate from and after the applicable Event of Default shall be nine percent (9%) per annum. Any increase of the interest rate resulting from the operation of this Section 7 shall terminate as of the close of business on the date on which no Events of Default exists (subject to subsequent increases pursuant to this Section 7). In no event will the Interest Rate increase to an amount greater than the maximum lawful rate of interest under any applicable law or regulation of any governmental authority having jurisdiction, limiting the amount of interest that may be paid for the loan, use or detention of money.

Holder's rights and remedies under this Note and the other Loan Documents shall be cumulative. Holder shall have all other rights and remedies not inconsistent herewith as provided under the Uniform Commercial Code as in effect in the State of Washington, or otherwise by law, or in equity. No exercise by Holder of one right or remedy shall be deemed an election, and no waiver by Holder of any Event of Default shall be deemed a continuing waiver. No delay by Holder shall constitute a waiver, election, or acquiescence by it.

8. **Revival and Reinstatement of Note.** To the extent that any payment to Holder or any payment or proceeds of any collateral received by Holder in reduction of the Indebtedness is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, to Maker (or Maker's successor) as a debtor-in-possession, or to a receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then the portion of the Indebtedness intended to have been satisfied by such payment or proceeds shall remain due and payable hereunder, be evidenced by this Note, and shall continue in full force and effect as if such payment or proceeds had never been received by Holder whether or not this Note has been marked "paid" or otherwise canceled or satisfied or has been delivered to Maker, and in such event Maker shall be immediately obligated to return the original Note to Holder and any marking of "paid" or other similar marking shall be of no force and effect.

9. **Authority.** Maker warrants and represents that the persons or officers who are executing this Note and the other Loan Documents on behalf of Maker have full right, power and authority to do so, and that this Note and the other Loan Documents constitute valid and binding documents, enforceable against Maker in accordance with their terms, and that no other person, entity, or party is required to sign, approve, or consent to, this Note.

10. **Governing Law; Consent to Forum.** This Note shall be governed by the laws of the State of Washington without giving effect to any choice of law rules thereof; provided,

however, that if any of the collateral securing the Indebtedness shall be located in any jurisdiction other than Washington, the laws of such jurisdiction shall govern the method, manner and procedure for foreclosure of Holder's security interest, lien or mortgage upon such collateral and the enforcement of Holder's other remedies in respect of such collateral to the extent that the laws of such jurisdiction are different from or inconsistent with the laws of Washington. AS PART OF THE CONSIDERATION FOR NEW VALUE THIS DAY RECEIVED, MAKER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN TACOMA, WASHINGTON. MAKER WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. MAKER FURTHER AGREES NOT TO ASSERT AGAINST HOLDER (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY HOLDER) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS NOTE, THE OTHER LOAN DOCUMENTS, HOLDER'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

11. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED-FOR CONSIDERATION TO HOLDER, MAKER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH HOLDER ALSO WAIVES) IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS NOTE, THE INDEBTEDNESS, THE COLLATERAL SECURING THE INDEBTEDNESS, OR THE HOLDER'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

12. **Transfer of Note.** Maker shall not transfer any obligations under this Note without Holder's prior written consent, which may be withheld in Holder's sole and absolute discretion. Holder may sell, subject to applicable laws, including applicable securities laws (including the sale of participations or other similar interests), assign, transfer or otherwise dispose of all or any portion of its interest in this Note (including Holder's rights, title, interests, remedies, powers and duties under this Note) to a purchaser, participant, any syndicate, or any other Person (each, a "Note Purchaser"). In connection with any such disposition (and thereafter), Holder may disclose any financial information Holder may have concerning Maker to any such Note Purchaser or potential Note Purchaser. Notwithstanding the foregoing, no consent of Maker will be required in connection with any transfer as described in this Section 12 so long as an Event of Default or a potential Event of Default has occurred and is continuing.

13. **Further Assurances.** Maker agrees to execute and deliver such further documents and to do such other acts as Holder may request in order to effect or carry out the terms of this Note and the other Loan Documents and the due performance of Maker's obligations hereunder and thereunder.

14. **Relationship to Security Agreements.** This Note is entitled to the benefits of, shall be construed in accordance with, and is secured by the liens and security interests granted in the Stock Pledge and Security Agreement dated of even date herewith by and between Maker and Holder.

15. Miscellaneous.

(a) Time is of the essence with respect to this Note.

(b) Any provision of this Note that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Note in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

(c) This Note and the other Loan Documents collectively: (i) constitute the final expression of the agreement between Maker and Holder concerning the Indebtedness; (ii) contain the entire agreement between Maker and Holder respecting the matters set forth herein and in the other Loan Documents; and (iii) may not be contradicted by evidence of any prior or contemporaneous oral agreements or understandings between Maker and Holder. Neither this Note nor any of the terms of this Note may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

(d) If there is a conflict between or among the terms, covenants, conditions or provisions of this Note and the other Loan Documents, then any term, covenant, condition and/or provision that Holder may elect to enforce from time to time so as to enlarge the interest of Holder in its security for the Indebtedness, afford Holder the maximum financial benefits or security for the Indebtedness, and/or provide Holder the maximum assurance of payment of the Indebtedness in full, shall control. MAKER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN PROVIDED WITH SUFFICIENT AND NECESSARY TIME AND OPPORTUNITY TO REVIEW THE TERMS OF THIS NOTE AND EACH OF THE LOAN DOCUMENTS WITH ANY AND ALL COUNSEL IT DEEMS APPROPRIATE, AND THAT NO INFERENCE IN FAVOR OF, OR AGAINST, HOLDER OR MAKER SHALL BE DRAWN FROM THE FACT THAT EITHER SUCH PARTY HAS DRAFTED ANY PORTION OF THIS NOTE OR ANY OF THE LOAN DOCUMENTS.

(e) The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to." The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa. All article, section, schedule, and exhibit captions are used for convenient reference only and in no way define, limit or describe the scope or intent of, or in any way affect, any such article, section, schedule, or exhibit. Unless the context of this Note clearly requires otherwise, references to the plural include the singular, references to the singular include the plural. Any reference in this Note or in the Loan Documents to this Note or to any of the Loan Documents shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, and supplements thereto and thereof, as applicable. An Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by Holder or completely cured in accordance with the terms of the applicable Loan Documents.

[Separate Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Secured Promissory Note on the date first written above.

MAKER:

NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC,
a Washington limited liability company

By: 

Name: Patricia Briggs

Title: CEO

*Confidential,
Trade Secret*

STOCK PLEDGE AND SECURITY AGREEMENT

THIS STOCK PLEDGE AND SECURITY AGREEMENT ("**Agreement**") is made as of October 18, 2012, by and between NORTHWEST PHYSICIANS NETWORK OF WASHINGTON, LLC, a Washington limited liability company ("**Pledgor**") and COLLABHEALTH PLAN SERVICES, INC., a Colorado corporation (together with its successors and assigns and all other holders of the Note (hereinafter defined), "**Secured Party**").

RECITALS

The following recitals of fact are a material part of this Agreement:

A. Contemporaneously herewith, Secured Party is making a loan (the "**Loan**") to Pledgor evidenced by that certain Secured Promissory Note, dated of even date herewith (as amended, modified, supplemented, restated, or renewed, from time to time, the "**Note**"), executed by Pledgor and payable to the order of Secured Party in the principal amount set forth therein.

B. Secured Party agrees that the Loan consists of \$600,000 and that Secured Party shall disburse such Loan to Pledgor as follows: \$100,000 on October 18, 2012, and \$500,000 on or before October 31, 2012; provided, however, Secured Party shall not be required to disburse such \$500,000 in the event of termination, on or before October 31, 2012, of that certain Stock Purchase Agreement, dated of even date herewith, among Secured Party and Pledgor, among other third parties.

C. To induce Secured Party to make the Loan to Pledgor, Pledgor has executed this Agreement, pledging to Secured Party the Pledged Stock (as defined below) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (hereinafter defined).

AGREEMENT

NOW, THEREFORE, to induce Secured Party to make the Loan to Pledgor, and in recognition that Secured Party would not make the Loan to Pledgor but for Pledgor's promises and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Pledgor and Secured Party agree as follows:

1. Defined Terms.

(a) The term "**Equity Interests**" means all of the equity or other ownership interests in a Person.

(b) The term "**Lien**" means any mortgage, pledge, security interest, encumbrance, lien, charge or other restriction of any kind whatsoever (including any conditional sale or other title retention agreement or lease in the nature thereof), any sale of receivables with recourse against Pledgor, and any authorized filing of a financing statement listing Pledgor as debtor or otherwise covering such assets of Pledgor under the Uniform Commercial Code or any similar statute, other than a financing statement filed to reflect ownership by a third party of property leased to Pledgor under a lease that is not in the nature of a conditional sale or title retention agreement.

(c) The term "**Loan Documents**" means this Agreement, the Note, and any amendments, renewals, restatements, replacements or other modifications of the foregoing from time to time.

(d) The term "**Obligations**" means all advances, debts, liabilities, obligations, covenants and duties owing, arising, due or payable from Pledgor to Secured Party of any kind or nature, existing or future, whether arising under this Agreement, the Note, or any of the other Loan Documents or otherwise and whether direct or indirect (including those acquired by assignment), absolute or contingent, primary or secondary, due or to become due, existing on or after the date hereof and however acquired, and all amendments, renewals, restatements, replacements, consolidations or other modifications of the foregoing from time to time. The term includes all redemption obligations, required return of capital, principal, distributions, interest, fees, expenses, reasonable attorneys' fees, and any other sums chargeable to or payable by Pledgor under any of the Loan Documents

(e) The term "**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental body.

(f) The term "**Pledged Stock**" means the shares of capital stock described in Exhibit A attached hereto and made a part hereof and all other shares of capital stock, options, rights, warrants, and other Equity Interests issued from time to time to Pledgor by Soundpath Health, Inc., a Washington corporation (the "**Company**"), in connection with and with respect to such Pledged Stock, together with all certificates, options, rights, dividends, and other distributions issued as an addition to, in substitution or exchange for, or on account of, any such shares of Pledged Stock and any and all options, rights, warrants, and other Equity Interests, all accounts, contract rights, and general intangibles arising from any and all of the foregoing or relating thereto, and all proceeds of all the foregoing, whether now or hereafter owned or acquired by Pledgor.

(g) The term "**Pledged Collateral**" means, collectively, the Pledged Stock and all products and proceeds thereof.

(h) The term "**Uniform Commercial Code**" means the Uniform Commercial Code as in effect in the State of Washington or such other state as is applicable to the parties to

this Agreement or the Pledged Collateral from time to time, as the same may be amended, modified, supplemented, or replaced from time to time.

2. Pledged Collateral; Security For Obligations.

(a) As security for the prompt payment, performance and satisfaction of the Obligations, Pledgor hereby pledges, assigns hypothecates, transfers and delivers to Secured Party the Pledged Collateral, duly endorsed in blank for transfer or with stock powers duly executed in blank for transfer, and grants Secured Party a lien on and security interest in the Pledged Collateral (whether perfected by possession or otherwise).

(b) If Pledgor shall become entitled to receive or shall receive at any time or from time to time, in connection with any of the Pledged Stock, any

(i) stock certificate, including any certificate representing a stock dividend or in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spinoff, splitoff, or recapitalization, or

(ii) option, warrant, or right, whether as an addition to or in substitution or in exchange for any of the Pledged Stock or otherwise, or

(iii) dividend or distribution payable in securities issued by a Person,

then Pledgor shall accept the same as Secured Party's agent, in trust for Secured Party, and shall deliver the same immediately to Secured Party or its nominee in the exact form received, together with, as applicable, Pledgor's endorsement in blank for transfer when necessary, or appropriate stock powers duly executed in blank for transfer, in each case to be held by Secured Party, or its nominee, subject to the terms of this Agreement, as part of the Pledged Stock.

(c) Together with its execution of this Agreement, Pledgor has caused the Company to register all existing Pledged Stock in the name of Secured Party "as Pledgee," and Pledgor shall cause the Company to so register any Pledged Stock that is issued after the date of this Agreement. Notwithstanding such registration, Pledgor shall retain all voting rights with respect to the Pledged Stock until the occurrence of an Event of Default (as defined below). Upon the occurrence of an Event of Default, Pledgor shall have no further voting rights with respect to the Pledged Stock, and Secured Party shall have, at Secured Party's option, the right but not the obligation to exercise all voting rights and all other corporate rights with respect to the Pledged Stock, and in all other ways shall have complete discretion to act in Pledgor's place and stead as to all of the Pledged Stock. Notwithstanding the foregoing, Secured Party shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible to Pledgor for any failure to do so or delay in doing so. With respect to the actions, voting rights, and other rights and powers in connection with the Pledged Stock available to Secured Party at its election upon the occurrence of an Event of Default, as described above in

this Section 2(c), Pledgor irrevocably constitutes and appoints Secured Party as its proxy and attorney-in-fact with full power of substitution and acknowledges that the constitution and appointment of such proxy and attorney-in-fact are coupled with an interest and are irrevocable. The parties agree and acknowledge that Secured Party shall not be nor be deemed to be a fiduciary of Pledgor in any manner whatsoever and does not and shall not owe any duties, including any fiduciary duties, of any nature or kind to Pledgor at any time in connection with the Pledged Stock, the Obligations, the Loan Documents, or this Agreement.

(d) Any cash dividends on all or any portion of the Pledged Stock shall be paid to Secured Party (and if paid to Pledgor, then Pledgor shall accept such cash dividends as Secured Party's agent, in trust for Secured Party, and shall promptly deliver them to Secured Party) in reduction of the Obligations unless Secured Party otherwise consents in writing.

3. Events of Default.

(a) The occurrence of any of the following events shall constitute and is hereby defined to be an "Event of Default" hereunder:

(i) Pledgor fails to timely pay any monetary obligation under the Note or this Agreement in accordance with the terms hereof as and when such payment is due; or

(ii) Pledgor fails or neglects to timely perform, keep, or observe any other term, provision, condition, covenant, or agreement contained in this Agreement and such failure or neglect continues uncured to Secured Party's satisfaction for more than 10 days; or

(iii) an "Event of Default" under the Note or any other Loan Document shall have occurred; or

(iv) any representation, warranty or information contained in this Agreement or required to be furnished to Secured Party pursuant to the Loan Documents, or any writing furnished by Pledgor to Secured Party or any other holder of the Note, is false or misleading in any material respect on the date made, repeated or furnished; or

(v) Pledgor is unable to pay its debts generally as they become due, makes an assignment for the benefit of creditors; or an order, judgment, decree or injunction is entered adjudicating Pledgor bankrupt or insolvent or requiring the dissolution of Pledgor or preventing Pledgor from conducting all or any part of its business; or any order for relief with respect to Pledgor is entered under the United States Bankruptcy Code; or Pledgor petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of Pledgor or of any part of the assets of Pledgor, or commences any proceeding relating to Pledgor under any bankruptcy reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar laws of any jurisdiction now or hereafter in effect; or any such petition

{AGS1027030.DOC:4\14396.000002\} STOCK PLEDGE AND SECURITY AGREEMENT - Page 4

or application is filed, or any such proceeding is commenced, against Pledgor and either (1) Pledgor by any act indicates its approval thereof, consent thereto or acquiescence therein or (2) such petition, application or proceeding is not dismissed within sixty (60) days of it having been filed; or

(vi) this Agreement or any other Loan Document shall cease to be in full force and effect or shall be declared null and void or the validity or enforceability thereof shall be contested or challenged by any Person, or any executive officer, member, manager, shareholder, director or principal thereof, or Pledgor shall deny that it has any further liability or obligation under any of the Loan Documents, or any Lien created by the Loan Documents in favor of Secured Party shall for any reason cease to be a valid, first priority perfected security interest in and Lien upon any of the Pledged Collateral purported to be covered thereby or Secured Party shall otherwise in its reasonable judgment deem itself insecure; or

(vii) Fifteen (15) days following the date Pledgor or the Company terminates that certain Stock Purchase Agreement, dated of even date herewith, among Secured Party, Pledgor, the Company, and Physicians of Southwest Washington, L.L.C.

(b) Upon the occurrence of any Event of Default (whether or not Secured Party has knowledge that such Event of Default exists), all Obligations of Pledgor to Secured Party, shall immediately become due and payable, without demand and without notice to Pledgor.

4. Remedies.

(a) Upon the occurrence and during the continuation of an Event of Default and at any time thereafter, Secured Party may, at its option and without demand of performance or other demand or notice of any kind (except the notices specified below and such other notices as are expressly required under the Uniform Commercial Code) to or upon Pledgor or any other Person (all of which are, to the extent permitted by law, hereby expressly waived), exercise any one or more of the rights, powers, and privileges set forth in this Agreement.

(b) Upon the occurrence and during the continuation of an Event of Default and at any time thereafter, Secured Party may, at its option and without demand of performance or other demand or notice of any kind (except the notices specified below and such other notices as are expressly required under the Uniform Commercial Code) to or upon Pledgor or any other Person (all of which are, to the extent permitted by law, hereby expressly waived): (i) pursue any or all of its rights and remedies under any or all of the Loan Documents or at law or in equity in such order and manner as Secured Party may elect in its sole and absolute discretion; and (ii) realize upon the Pledged Collateral or any part thereof, and sell or otherwise dispose of and deliver the Pledged Collateral or any part thereof or interest therein, or agree to do so. Any disposition of the Pledged Collateral may be at public or private sale or sales, at any exchange, broker's board or at any of Secured Party's offices or elsewhere, at such prices and on such terms (including a requirement that any purchaser of all or any part of the Pledged Stock purchase the shares constituting the Pledged Stock for investment and without any intention to make a

distribution thereof) as the Secured Party may deem best, for cash or on credit, or for future delivery without assumption of any credit risk, with the right to Secured Party or any purchaser to purchase at any such sale the whole or any part of the Pledged Collateral free of any right or equity of redemption in Pledgor, which right or equity of redemption is hereby expressly waived and released.

For purposes of a private sale of the Pledged Collateral, the parties hereto agree that the fair market value of the Pledged Collateral as of the date of this Agreement is \$23.92 per share of the Pledged Stock, as established by Pledgor and Secured Party (the "**Fair Market Value**"). For purposes of a private sale of the Pledged Collateral, the parties further agree that, notwithstanding the provisions of the prior paragraph, Secured Party may not bid at such a sale. The parties further agree that an affiliate of Secured Party ("**Secured Party Affiliate**") may bid at such a private sale and (a) that Secured Party Affiliate's bid may be the prevailing bid at a private sale and (b) that such private sale will be commercially reasonable so long as (i) Secured Party Affiliate bids at least the Fair Market Value of the Pledged Collateral, (ii) Secured Party Affiliate is adequately capitalized such that it is able to deliver its bid amount immediately upon consummation of the sale, (iii) the sale occurs within 180 days of the date of this Agreement so as to ensure that the value of the Pledged Collateral will be, at the time of the sale, approximately commensurate with the Fair Market Value, and (iv) the proceeds of such bid are disbursed in accordance with the terms and provisions of the Uniform Commercial Code, including for the benefit of Pledgor.

Notwithstanding any other provision in this Agreement to the contrary, Pledgor agrees that Secured Party may determine that a sale, public or private, of all or any portion of the Pledged Collateral is not in Secured Party's best interest, and Secured Party is hereby expressly authorized to retain its lien on, and all benefits (including all benefits set forth in this Agreement) with respect to, all or any part of the Pledged Collateral indefinitely until Secured Party deems that a sale would be in its best interest. Until such sale, Secured Party may retain its lien on all or any part of the Pledged Stock and shall be entitled to collect all income and proceeds therefrom and to retain all rights applicable to the Pledged Stock.

(A) The proceeds of any such disposition or other action by Secured Party may be applied, after Secured Party is in receipt of good funds, in accordance with the terms and provisions of the Uniform Commercial Code.

(B) Secured Party need not give more than ten (10) days' notice of the time and place of any public sale or of the time after which a private sale may take place, which notice Pledgor hereby deems and agrees to be commercially reasonable.

(C) Pledgor hereby waives to the fullest extent permitted by applicable law any right Pledgor may have to require Secured Party to marshal assets or sell the Pledged Collateral, or any other collateral, in any particular order of priority.

(D) In addition, Pledgor absolutely, unconditionally and irrevocably expressly waives for the benefit of Secured Party the following:

(i) any right to require Secured Party, as a condition of payment or performance by Pledgor, to (A) proceed against Pledgor, or any other Person, (B) proceed against or exhaust any security held by Secured Party or any other Person, (C) proceed against or have resort to any balance of any deposit account or credit on the books of Secured Party in favor of Pledgor or any other Person, or (D) pursue any other remedy in the power of Secured Party whatsoever;

(ii) any defense based upon any statute or rule of law that provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal;

(iii) any defense based upon Secured Party's errors or omissions in the administration of the Obligations;

(iv) (A) any principles or provisions of law, statutory or otherwise, that are or might be in conflict with the terms of this Agreement and any legal or equitable discharge of Pledgor's obligations under this Agreement, (B) the benefit of any statute of limitations affecting Pledgor's liability under this Agreement or the enforcement of this Agreement, and (C) promptness, diligence, and any requirement that Secured Party collect or realize upon the Obligations or any part thereof or protect, secure, perfect, or insure any security interest or Lien or any property subject thereto;

(v) subject to any notices specifically required under any of the terms of this Agreement, the Note or any other Loan Documents, notices of every nature and kind, demands, presentments, protests, notices of protest, notices of dishonor, and notices of any action or inaction, including acceptance of this Agreement, any agreement or instrument related thereto, notices of the existence, creation, renewal, extension, or modification of the Obligations or any agreement related thereto, and notices of any extension of credit to Pledgor;

(vi) all rights of subrogation, indemnification, contribution and reimbursement from Pledgor or any guarantor and any benefit of, or right to participate in, any collateral or security now or hereinafter held by Secured Party in respect of the Obligations; and

(vii) any defenses or benefits that may be derived from or afforded by law that limit the liability of or exonerate Pledgor or sureties, or that may conflict with the terms of this Agreement.

5. Securities Law Compliance.

(a) If Secured Party elects to exercise its right to sell or otherwise dispose of all or any part of the Pledged Stock, and if, in the opinion of counsel for Secured Party, it is necessary to have the Pledged Stock or that portion thereof to be sold registered under the

provisions of the Securities Act of 1933, as amended (the "Securities Act"), Pledgor will diligently use Pledgor's best efforts to cause:

(i) The Company, its directors and officers, to take all action necessary to register the Pledged Stock or that portion thereof to be disposed of under the provisions of the Securities Act, at Pledgor's expense;

(ii) the registration statement relating thereto to become effective and remain so for not less than one year from the date of the first public offering of the Pledged Stock or that portion thereof so to be disposed of, and to make all amendments thereto and to the related prospectus which, in the opinion of Secured Party or its counsel, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto;

(iii) The Company to comply with the provisions of the "Blue Sky" law of any jurisdiction which Secured Party shall designate; and

(iv) The Company to make available to its security holders, as soon as practicable, an earnings statement covering a period of at least twelve months but not more than eighteen months, beginning with the first month after the effective date of any such registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act.

(b) Notwithstanding the foregoing, Pledgor recognizes that Secured Party may be unable to effect a public sale of all or a part of the Pledged Stock or otherwise or may determine that a public sale is impractical, not desirable, or not commercially reasonable and may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obligated to agree, among other things, to acquire the Pledged Stock for its own account for investment and not with a view to the distribution or resale thereof. Pledgor acknowledges that any such private sales may be at prices and on terms less favorable to Pledgor and Secured Party than those of public sales, and Pledgor agrees that Secured Party shall have no obligation to delay the sale of any Pledged Stock to permit the Company to register it for public sale under the Securities Act and that any such private sale shall be deemed to have been made in a commercially reasonable manner.

6. **Rights and Remedies Not Exclusive.** Notwithstanding any provision in this Agreement or in any Loan Document to the contrary, the rights and remedies provided in this Agreement and in the other Loan Documents and in all other agreements, instruments and documents delivered pursuant to or in connection with the Loan Documents are cumulative and are in addition to and not exclusive of any rights or remedies provided by law or under the principles of equity, including the rights and remedies of a secured party under the Uniform Commercial Code, and all such rights and remedies may be enforced partially, successively, alternatively or concurrently, and any action by Secured Party to enforce any of its rights or

remedies shall not stop or prevent Secured Party from pursuing any other right or remedy which they may have hereunder or by law.

7. **Pledgor's Warranties and Representations.** Pledgor represents and warrants that:

(a) Pledgor is a limited liability company duly organized, validly existing and in good standing in the State of Washington and is qualified to do business in every jurisdiction in which its ownership of property or conduct of business requires it to qualify and possesses all requisite power and authority to carry out the transactions contemplated by this Agreement;

(b) Pledgor is the legal and beneficial owner of all the Pledged Collateral;

(c) the shares of the Pledged Stock constitute the applicable percentage of the issued and outstanding shares of the capital stock of the Company as set forth on **Exhibit A**;

(d) other than as set forth on **Exhibit A**, it has not received any other certificates representing the Pledged Stock;

(e) all the shares of the Pledged Stock have been duly and validly issued, are fully paid and nonassessable, and are owned by Pledgor free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, or security interest in such shares or the proceeds thereof;

(f) no other pledge agreements, security agreements, or other liens have now attached or will in the future attach to the Pledged Collateral other than the pledge and security interest created hereby;

(g) Pledgor has executed and delivered this Agreement and the other Loan Documents properly and they constitute the valid and legally binding obligations of the Pledgor and are fully enforceable against the Pledgor in accordance with their respective terms;

(h) the execution and delivery of this Agreement and the performance of its terms (1) will not result in any violation of any provision of the organizational documents of the Pledgor, or (2) will not violate or constitute a default under the terms of any agreement, indenture or other instrument, license, judgment, decree, order or Law applicable to Pledgor; and

(i) upon execution of this Agreement and the attachment and perfection of the Lien as provided in this Agreement through control or possession of the Pledged Collateral as contemplated in this Agreement, Secured Party shall have a valid first priority lien upon and perfected security interest in the Pledged Collateral and the proceeds thereof, subject to no prior security interest, lien, charge, encumbrance, or agreement purporting to grant to any third party a security interest in the property or assets of Pledgor that would include the Pledged Collateral.

Pledgor further represents and warrants to Secured Party that all the aforesaid representations and warranties shall continue in full force and effect so long as any of the Obligations remain unpaid.

8. Additional Covenants of Pledgor.

(a) Pledgor hereby covenants that, until all Obligations, including all principal and interest payable under the Note, have been indefeasibly paid in full, Pledgor will not:

(i) sell, transfer, convey or otherwise dispose of any of the Pledged Collateral or any interest therein, or create, incur or permit to exist any Lien whatsoever in or with respect to any of the Pledged Collateral or the proceeds thereof, other than that created hereby; or

(ii) consent to or approve the issuance of any additional shares of any class of capital stock in the Company, or any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such shares, or any warrants, options, rights, or other commitments entitling any person to purchase or otherwise acquire any such shares; or

(iii) consent to or approve or permit any amendment, restatement, or substitution of the Articles of Incorporation or Bylaws of the Company without the prior written consent of Secured Party; or

(iv) consent to or approve or permit the Company to sell, dispose of, encumber, or grant a Lien in all or any material portion of its property or assets.

(b) Pledgor warrants and will, at Pledgor's own expense, defend Secured Party's right, title, special property, and security interest in and to the Pledged Collateral against the claims of any person.

9. Notices. Pledgor will promptly deliver to Secured Party all written notices, and will promptly give Secured Party written notice of any other notices, received by it with respect to the Pledged Collateral. All notices, demands, or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient, sent to the recipient by reputable overnight courier service (charges prepaid), or three days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid or sent via facsimile to the number set forth below with a copy mailed to the recipient as set forth above. Such notices, demands and other communications shall be sent to Secured Party and Pledgor as follows:

If to Pledgor: Northwest Physicians Network
708 Broadway #400
Tacoma, WA 98402
Attention: Pat Briggs
Facsimile: (253) 513-9511

with a copy to: Ogden Murphy Wallace
1601 5th Ave. Suite 2100
Seattle, WA 98101-1686
Attention: Adam G. Snyder
Facsimile: (206) 447-0215

Address if after December 31, 2013:

901 5th Avenue, Suite 3500
Seattle, WA 98164

If to Secured Party: CollabHealth Plan Services, Inc.
198 Inverness Drive West,
Englewood, CO 80122
Attention: Linda DuPuis, Secretary
Facsimile: (720) 874-1105

with a copy to: Polsinelli Shughart PC
700 W. 47th Street, Suite 1000
Kansas City, MO 64112
Attention: Frank J. Ross, Jr.
Facsimile: (816) 572-5167

10. Further Documents. Pledgor shall at any time, and from time to time, upon the written request of Secured Party, execute and deliver such further documents and do such further acts and things as Secured Party may request to effect the purposes of this Agreement, including delivering to Secured Party upon the occurrence of an Event of Default irrevocable proxies with respect to the Pledged Stock in a form satisfactory to Secured Party. Until receipt thereof, this Agreement shall constitute Pledgor's irrevocable constitution and appointment of Secured Party as its proxy and attorney-in-fact with full power of substitution and acknowledges that the constitution and appointment of such proxy and attorney-in-fact are coupled with an interest and are irrevocable.

11. Return of Pledged Collateral; Termination and Release of Liens. Upon Secured Party's receipt of payment in full of all amounts due and owing under the Note and all additional costs and expenses of Secured Party under this Agreement, this Agreement shall terminate and Secured Party shall (i) deliver to Pledgor, at Pledgor's expense, such of the Pledged Collateral as shall not have been sold or otherwise applied pursuant to this Agreement and (ii) take all such action as may be required to release and terminate the security interests,

Liens, transfers, grants of power, and assignments created, provided or effectuated in this Agreement.

12. **Secured Party's Duties.** Beyond the exercise of reasonable care to assure the safe custody of the Pledged Collateral while held hereunder, Secured Party shall have no duty or liability to preserve any rights pertaining thereto. As stated above, Secured Party shall not be or be deemed to be a fiduciary of Pledgor in any manner whatsoever and does not owe and shall not owe any fiduciary duties of any nature or kind to Pledgor at any time in connection with the Pledged Collateral, the Obligations, the Loan Documents, or this Agreement.

13. **Specific Performance.** Pledgor acknowledges that a breach of any of its covenants set forth in this Agreement may cause irreparable injury to Secured Party, that Secured Party will have no adequate remedy at law with respect to such breach, and that, as a consequence thereof, all of Pledgor's covenants set forth in this Agreement shall be specifically enforceable against Pledgor, and Pledgor hereby waives, to the extent such waiver is enforceable under law, and shall not assert, any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred.

14. **No Waiver.** No course of dealing between Pledgor and Secured Party, nor any failure to exercise, nor any delay in exercising any right, remedy, power or privilege of Secured Party hereunder or under any other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or the further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. **Prohibition of Indirect Action.** Any act that Pledgor is prohibited from doing hereunder or under any other Loan Document shall not be done indirectly through an Affiliate of Pledgor or by any other indirect means.

16. **Expenses.** In the event of any litigation of any type, kind or variety as a result of this Agreement, the Note or any of the other Loan Documents, it is agreed that the substantially non-prevailing party shall pay promptly to the substantially prevailing party, upon demand all expenses, costs, charges, fees, and disbursements of any kind, type, nature, and description, including reasonable attorneys' fees, litigation expenses and all court costs, incurred by the substantially prevailing party in connection with said litigation.

17. **Severability.** The provisions of this Agreement are severable, and if any clause or provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision or part thereof in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision in this Agreement in any jurisdiction.

18. Governing Law; Construction.

(a) This Agreement has been delivered to and accepted by Secured Party in the State of Washington and shall be governed by and construed in accordance with its laws except as to matters covered by applicable Federal law or regulation.

(b) In construing this Agreement, words of masculine, feminine or neutral gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa. The term "person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution or other entity, or any combination of any of the foregoing, as the context may require. The headings in the paragraphs of this Agreement are inserted for convenience of reference only and shall not constitute a part hereof. The terms "include", "including", and similar terms shall be construed as if followed by the phrase "without being limited to". The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or".

(c) The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each representation, warranty and covenant contained in this Agreement shall have independent significance. If any party has breached any representation, warranty or covenant contained in this Agreement in any respect or any Event of Default shall occur, the fact that there exists another representation, warranty or covenant or Event of Default relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached shall not detract from or mitigate the fact that such party is in breach of the first representation, warranty or covenant or that the first Event of Default shall have occurred.

19. Amendments. This Agreement may be amended only by a written instrument signed by all the parties hereto.

20. Conflict Among Provisions. If there is a conflict between or among the terms, covenants, conditions or provisions of this Agreement and the other Loan Documents, then any term, covenant, condition or provision that Secured Party may elect to enforce from time to time so as to enlarge the interest of Secured Party in its security for the payment and performance of the Obligations, afford Secured Party the maximum financial benefits or security for the Obligations, or provide Secured Party the maximum assurance of payment and performance of the Obligations in full, shall control. PLEDGOR ACKNOWLEDGES AND AGREES THAT IT HAS BEEN PROVIDED WITH SUFFICIENT AND NECESSARY TIME AND OPPORTUNITY TO REVIEW THE TERMS OF THIS AGREEMENT AND EACH OF THE LOAN DOCUMENTS WITH ANY AND ALL COUNSEL IT DEEMS APPROPRIATE, AND THAT NO INFERENCE IN FAVOR OF, OR AGAINST, SECURED PARTY OR PLEDGOR

SHALL BE DRAWN FROM THE FACT THAT ANY SUCH PARTY HAS DRAFTED ANY PORTION OF THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS.

21. **Sole and Absolute Discretion of Secured Party.** Whenever pursuant to this Agreement (a) Secured Party exercises any right given to it to consent, approve or disapprove, (b) any arrangement, document, item or term is to be satisfactory to Secured Party, or (c) any other decision or determination is to be made by Secured Party, the decision of Secured Party to consent, approve or disapprove, all decisions that arrangements, documents, items, or terms are satisfactory or not satisfactory and all other decisions and determinations made by Secured Party, shall be in the sole and absolute discretion of Secured Party and shall be final and conclusive, except as may be otherwise expressly and specifically provided in this Agreement.

22. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal and legal representatives, executors, successors, transferees and assigns; provided, however, that Pledgor shall not be permitted to assign any of its obligations hereunder.

23. **Counterparts.** For the purpose of facilitating the execution of this Agreement and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument. A signature of a party by facsimile or other electronic transmission (including a .pdf copy sent by e-mail) shall be deemed to constitute an original and fully effective signature of such party.

24. **Consent to Forum.** AS PART OF THE CONSIDERATION FOR NEW VALUE THIS DAY RECEIVED, PLEDGOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT OR FEDERAL COURT SITTING IN THE TACOMA, WASHINGTON, AND THAT ALL CLAIMS IN RESPECT OF THE ACTION OR PROCEEDING SHALL BE HEARD OR DETERMINED IN ANY SUCH COURT. PLEDGOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE AND WAIVES ANY BOND, SURETY OR OTHER SECURITY THAT MIGHT BE REQUIRED OF IT WITH RESPECT THERETO. PLEDGOR FURTHER AGREES NOT TO ASSERT AGAINST SECURED PARTY (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY SECURED PARTY) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THE LOAN DOCUMENTS, SECURED PARTY'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS. NOTHING IN THIS AGREEMENT SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, STATUTE, RULE OR REGULATION OR SHALL LIMIT THE RIGHT OF SECURED PARTY OR HOLDER OF EQUITY INTERESTS FOR WHICH SECURITIES ARE EXCHANGED OR CONVERTED TO BRING PROCEEDINGS AGAINST PLEDGOR IN THE COURTS OF ANY OTHER JURISDICTION. TO THE EXTENT PROVIDED BY ANY LAW, STATUTE, RULE OR REGULATION. THE EXCLUSIVE CHOICE OF FORUM FOR PLEDGOR SET FORTH IN THIS SECTION 24

SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY SECURED PARTY OR ANY HOLDER OF THE NOTE OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY SECURED PARTY OR ANY HOLDER OF THE NOTE OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND PLEDGOR BY THIS AGREEMENT WAIVES THE RIGHT TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

25. Waiver of Jury Trial. PLEDGOR, ON ITS OWN BEHALF, AND SECURED PARTY, ON ITS OWN AND ON BEHALF OF EACH HOLDER OF THE NOTE, HEREBY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT, THE SECURITIES, ANY PUT NOTES, ANY OF THE OTHER LOAN DOCUMENTS, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, OR THE COLLATERAL, THE OBLIGATIONS, OR SECURED PARTY'S CONDUCT WITH RESPECT TO ANY OF THE FOREGOING. PLEDGOR AGREES THAT THIS SECTION 25 IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND ACKNOWLEDGE THAT SECURED PARTY WOULD NOT MAKE THE LOAN EVIDENCED BY THE NOTE IF THIS SECTION 25 WERE NOT PART OF THIS AGREEMENT.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PLEDGOR:

NORTHWEST PHYSICIANS NETWORK OF WASHINGTON, LLC, a Washington limited liability company

By: 
Name: Patricia Briggs
Title: CEO

SECURED PARTY:

COLLABHEALTH PLAN SERVICES, INC., a Colorado corporation

By: 
Name: Mark Bjornson
Title: CEO

ACKNOWLEDGEMENT & CONSENT OF SOUNDPATH HEALTH, INC.

SOUNDPATH HEALTH, INC., a Washington corporation, the issuer of the Pledged Stock as defined in the foregoing Stock Pledge and Security Agreement (the "Pledge Agreement") between NORTHWEST PHYSICIANS NETWORK OF WASHINGTON, LLC, a Washington limited liability company ("Pledgor"), and COLLABHEALTH PLAN SERVICES, INC., a Colorado corporation, together with its successors and assigns ("Secured Party") and together with PHYSICIANS OF SOUTHWEST WASHINGTON, LLC, and its successors and assigns, hereby each (i) acknowledges its receipt and review of the Pledge Agreement, (ii) consents to Pledgor's pledge, assignment, hypothecation, transfer and delivery of, and its grant of a lien on and security interest in, the Pledged Stock effectuated in the Pledge Agreement, (iii) acknowledges that according to the books and records of Soundpath Health, Inc., the Pledged Stock was validly issued to Pledgor and is currently outstanding, (iv) acknowledges that it has no ownership interest, security interest, or lien, in the Pledged Stock, and (v) agrees to observe in full all of the rights and remedies afforded Secured Party in the Pledge Agreement (including all of the rights and remedies granted to Secured Party in Section 4 thereof), whether or not Secured Party notifies Soundpath Health, Inc. or Physicians of Southwest Washington, LLC, of the occurrence of an Event of Default.

Date: October 18, 2012

SOUNDPATH HEALTH, INC.,
a Washington corporation

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

PHYSICIANS OF SOUTHWEST WASHINGTON,
LLC, a Washington Limited Liability Company

By: Marvella Cummings
Name: Marvella Cummings
Title: CEO

EXHIBIT A

(Description of Pledged Stock)

<u>Owner</u>	<u>Certificate No. :</u>	<u>Date Issued:</u>	<u>Shares:</u>	<u>Percentage of Voting Power of all Issued and Outstanding Capital Stock of the Company:</u>
Northwest Physicians Network of Washington, LLC	026	10/18/12	50,167	5.5%

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Tamika Ross/ (816) 360-4242
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Polsinelli Shughart PC ATTN: Tamika Ross 700 W. 47th Street, Suite 100 Kansas City, MO 64112

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Northwest Physicians Network of Washington, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 708 Broadway, Suite 400			CITY Tacoma	STATE WA	POSTAL CODE 98402	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Washington	1g. ORGANIZATIONAL ID #, if any 601729497 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME CollabHealth Plan Services, Inc.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 198 Inverness Drive West			CITY Englewood	STATE CO	POSTAL CODE 80122	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
See Exhibit A attached hereto and incorporated herein by this reference.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [OPTIONAL FEE]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

EXHIBIT A

Debtor hereby pledges, assigns hypothecates, transfers and delivers to Secured Party the Pledged Collateral, duly endorsed in blank for transfer or with stock powers duly executed in blank for transfer, and grants Secured Party a lien on and security interest in the Pledged Collateral (whether perfected by possession or otherwise).

The term "**Equity Interests**" means all of the equity or other ownership interests in a Person.

The term "**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental body.

The term "**Pledged Collateral**" means, collectively, the Pledged Stock and all products and proceeds thereof.

The term "**Pledged Stock**" means the shares of capital stock described in Schedule I attached hereto and made a part hereof and all other shares of capital stock, options, rights, warrants, and other Equity Interests issued from time to time to Debtor by SoundPath Health, Inc., a Washington corporation (the "**Company**"), in connection with and with respect to such Pledged Stock, together with all certificates, options, rights, dividends, and other distributions issued as an addition to, in substitution or exchange for, or on account of, any such shares of Pledged Stock and any and all options, rights, warrants, and other Equity Interests, all accounts, contract rights, and general intangibles arising from any and all of the foregoing or relating thereto, and all proceeds of all the foregoing, whether now or hereafter owned or acquired by Debtor.

SCHEDULE I

(Description of Pledged Stock)

<u>Owner</u>	Certificate <u>No. :</u>	<u>Shares:</u>
Northwest Physicians Network of Washington, LLC	026	50,167