Confidential -
Trade Secret

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "**Agreement**") is made as of _____, 2012 (the "**Effective Date**"), by and among CollabHealth Plan Services, Inc., a Colorado corporation (the "**Buyer**"), Physicians of Southwest Washington, LLC, a Washington limited liability company (the "**Seller**") and Bank of America, National Association, a national banking association duly organized and existing under the laws of the United States of America, having an office in Chicago, Illinois, as escrow agent (the "**Escrow Agent**").

RECITALS

WHEREAS, the Buyer, the Seller and Northwest Physicians Network of Washington, L.L.C., a Washington limited liability company ("**NPN**") have entered into an Stock Purchase Agreement dated as October ___, 2012 (the "**Purchase Agreement**"), pursuant to which Seller and NPN are selling, and Buyer is purchasing, five hundred five thousand nine hundred sixty (505,960) of the issued and outstanding shares of Class A Common shares of stock which equals fifty-five and 6/10 percent (55.60%) of the issued and outstanding shares of Soundpath Health, Inc., a Washington corporation ("**SPH**") (collectively, the "**Transaction**"). Capitalized terms used and not otherwise defined herein shall have the meanings accorded to such terms in the Purchase Agreement (Escrow Agent has not been provided with a copy of the Purchase Agreement as it is not anticipated that it will need to reference such terms in order to perform its duties hereunder. If Escrow Agent determines that it must reference such terms, Buyer and Seller jointly agree to provide either the Purchase Agreement or the meanings in question set forth therein);

WHEREAS, as part of the Transaction, the Buyer is purchasing one hundred ninety-six thousand five hundred sixty (196,560) shares of the issued and outstanding shares of Class A Common shares of stock of SPH from the Seller for a purchase price of Four Million Seven Hundred One Thousand Seven Hundred Fifteen and 20/100 Dollars ($4,701,715.20) (the "**Seller's Purchase Price**");

WHEREAS, pursuant to the Purchase Agreement, the Buyer shall deposit with the Escrow Agent an aggregate of Seven Hundred Fifty Thousand Dollars ($750,000) of the Seller's Purchase Price in immediately available funds in escrow in order to provide a non-exclusive source for the satisfaction of amounts owing from the Seller to the Buyer Indemnified Persons pursuant to the Seller's indemnification obligations set forth in the Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement is a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
ESTABLISHMENT OF ESCROW

Subsequent to the execution of this Agreement and pursuant to Section 1.4(b) of the Purchase Agreement, the following will occur

(a) Buyer will deposit Seven Hundred Fifty Thousand Dollars ($750,000) of the Seller's Purchase Price with the Escrow Agent in immediately available funds (the "**Escrow Amount**"), which amount will be available to satisfy any obligation of the Seller to any Buyer Indemnified Person pursuant to Seller's obligations under Article VII of the Purchase Agreement. The Escrow Amount, together with any investment earnings thereon, shall hereinafter collectively be referred to as the "**Escrow Fund**."

(b) The parties hereto hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees to serve, as the escrow agent and depositary subject to the terms and conditions set forth herein. The Escrow Agent shall receive the Escrow Amount and agrees to hold the Escrow Fund in a separate and distinct account (the "**Escrow Account**") which is hereby established and which will be held and disbursed by the Escrow Agent only in accordance with the express terms and conditions of this Agreement.

ARTICLE II
INVESTMENT OF ESCROW FUND

2.1 The Escrow Fund, including earnings thereon, shall be invested as jointly instructed in writing from time to time on Schedule I by the Seller and the Buyer, in a specific money market fund or bank deposit investment vehicle. It is understood and agreed Schedule I represents money market funds which are currently available for investment of funds held in Bank of America, N.A. escrow accounts, which availability is subject to change following the date of this Agreement.

2.2 If the Seller and Buyer jointly choose to invest the Escrow Fund in accordance with Section 2.1, the investment may be changed from time to time by delivery to the Escrow Agent of a written request including a revised and re-executed Schedule I. Upon receipt of such jointly executed request, the Escrow Agent will reinvest the Escrow Fund in the indicated investment within two (2) Business Days or such additional time as may be required due to circumstances beyond the Escrow Agent's control.

2.3 The Escrow Agent shall not be responsible to any party hereto or to any other person or entity for any loss or liability arising in respect of any investment made in accordance with the terms of Article II.

2.4 In the event that a money market fund is designated herein as the initial investment for the Escrow Fund, the party or parties designating the investment acknowledge receipt of the prospectus for such fund at the time of execution of this Agreement.

ARTICLE III
DISBURSEMENTS FROM THE ESCROW ACCOUNT

3.1 The purpose of the Escrow Account is to provide a non-exclusive source of funds for the payment of any amounts that may become due and payable by the Seller to any Indemnified Person pursuant to Article VII of the Purchase Agreement prior to the Final Disbursement Date (as defined below). The procedure for such payments to the Buyer shall be as follows:

(a) Prior to [insert date] (the "**Final Disbursement Date**", if from time to time the Buyer determines that the Buyer or another Indemnified Person is entitled to a payment pursuant to Article VII of the Purchase Agreement, the Buyer (on behalf of itself or such Buyer Indemnified Person, as applicable) may request payment from the Escrow Account by giving written notice of the claim (a "**Claim Notice**") at the same time and in the same manner to the Escrow Agent and also to the Seller (in each case in accordance with the provisions of Article VIII below), describing in such notice the nature of the claim and the amount thereof (which amount set forth in each Claim Notice is referred to herein as a "**Claimed Amount**"); provided, however, the Escrow Agent shall have no duty or obligation to verify the Claim Notice or the Claimed Amount. Escrow Agent shall conclusively presume that any Claim Notice delivered to it was simultaneously delivered to Seller.

(b) If the Escrow Agent has not received written objection to a Claim Notice from the Seller within ten (10) calendar days after receipt by the Escrow Agent of the Claim Notice, the Escrow Agent shall on the next banking day thereafter pay to the Buyer (for its benefit or the benefit of a Buyer Indemnified Person, as applicable) from the Escrow Funds such Claimed Amount up to the amount of the Escrow Funds then outstanding, provided that Escrow Agent will make such payment only upon receipt of written notice from Buyer that the aforesaid 10 calendar day period has elapsed and that Buyer has not received a written objection from Seller.

(c) If within said ten (10) calendar days the Escrow Agent receives from the Seller a written objection to any Claim Amount (a copy of such written objection shall in each case be sent to the Buyer in accordance with the provisions of Article VIII below), then such Claimed Amount shall be deemed to be an "**Open Claim**" and the Escrow Agent shall reserve within the Escrow Account an amount equal to the amount of the Open Claim (which amount for each Open Claim is referred to herein as a "**Claim Reserve**").

(d) The amount constituting the Claim Reserve for each Open Claim shall be paid by the Escrow Agent from the Escrow Account only in accordance with (i) a joint instruction executed by both the Buyer and the Seller (a "**Joint Instruction**"); or (ii) a final non-appealable order of a court of competent jurisdiction (a "**Final Determination**"). Any court order shall be accompanied by a certification by the presenting Party to the effect that the order is final and non-appealable and from a court of competent jurisdiction. The Escrow Agent shall act on such court order and certification without the need for any further question.

3.2 The Escrow Agent shall hold the Escrow Funds in escrow in accordance with this Agreement and shall make payments from the Escrow Account only as follows (the recipient of the funds hereunder shall provide the Escrow Agent with delivery instructions):

(a) Payments shall be made to the Buyer (for its benefit or the benefit of an Indemnified Person, as applicable) for claims made by the Buyer (on behalf of itself or Buyer Indemnified Person, as applicable) when, and to the extent, authorized under Section 3.1 above. If the Escrow Funds are invested, any payment date will require an additional Business Day thereafter to disinvest in accordance with Section 3.1.

(b) On the date that is twenty-four (24) months after the Effective Date, which date is agreed to be [insert specific date], (the "**Final Disbursement Date**"), the balance of the Escrow Account minus, without duplication, (i) the aggregate amount of Claim Reserves for Open Claims in existence as of the Final Disbursement Date and (ii) the aggregate amount of Claimed Amounts in existence as of the Final Disbursement Date that have arisen pursuant to Claim Notices delivered within ten (10) calendar days prior to the Final Disbursement Date that have not yet become Open Claims or been paid, shall be paid to the Seller, provided that Escrow Agent will make such disbursement only upon receipt of written notice from Seller that the Final Disbursement Date has been reached and that it is entitled to the disbursement set forth in this Section 3.2(b).

(c) After the Final Disbursement Date, if a Joint Instruction or Final Determination is made for any Open Claim, then the amount payable to the Buyer under the Joint Instruction or Final Determination, as the case may be, shall be paid to the Buyer from the Claim Reserve for such Open Claim, and the balance of such Claim Reserve, if any, shall then be paid to the Seller.

(d) The Escrow Agent also shall disburse all or any part of the Escrow Funds at any other times or time as directed in a Joint Instruction.

ARTICLE IV
COMPENSATION; EXPENSES

As compensation for its services to be rendered under this Agreement, for each year or any portion thereof, the Escrow Agent shall receive a fee in the amount specified in Exhibit A to this Agreement and shall be reimbursed upon request for all expenses, disbursements and advances, including reasonable fees of outside counsel, if any, incurred or made by it in connection with the carrying out of its duties under this Agreement. Seller and Buyer shall each be responsible for paying fifty percent (50%) of such fees and expenses. The Escrow Agent is hereby authorized and directed to withdraw from the Escrow Funds any fees or expenses that have been invoiced but that have remained unpaid for sixty (60) days or more. Further, and in addition to the right given to it in the preceding sentence, the Escrow Agent is hereby authorized to withhold any disbursement it would otherwise make from the Escrow Account on the final Disbursement Date if at such time any invoiced fees or expenses remain unpaid. Amounts due for fees and expenses at the time this Agreement is executed shall be deemed to have been invoiced at such time and for purposes of this Article IV shall be deemed an invoice. It is understood that the foregoing provisions may affect the disbursement of funds to parties not responsible for the payment of fees and expenses.

ARTICLE V
EXCULPATION AND INDEMNIFICATION

5.1 (a) The obligations and duties of the Escrow Agent are confined to those specifically set forth in this Agreement which obligations and duties shall be deemed purely ministerial in nature. No additional obligations and duties of the Escrow Agent shall be inferred or implied from the terms of any other documents or agreements, notwithstanding references herein to other documents or agreements. In the event that any of the terms and provisions of any other agreement between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control the duties of the Escrow Agent in all respects. The Escrow Agent shall not be subject to, or be under any obligation to ascertain or construe the terms and conditions of any other instrument, or to interpret this Agreement in light of any other agreement whether or not now or hereafter deposited with or delivered to the Escrow Agent or referred to in this Agreement. The Escrow Agent shall not be obligated to inquire as to the form, execution, sufficiency, or validity of any such instrument nor to inquire as to the identity, authority, or rights of the person or persons executing or delivering same. The Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document. The parties hereto shall provide the Escrow Agent with a list of authorized representatives, initially authorized hereunder as set forth on Exhibit B; as such Exhibit B may be amended or supplemented from time to time by delivery of a revised and re-executed Exhibit B to the Escrow Agent. The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Seller and Buyer agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, **it being understood that the failure of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person does not constitute gross negligence or willful misconduct.**

(b) In the event funds transfer instructions are given to the Escrow Agent pursuant to the terms of this Agreement (other than with respect to fund transfers to be made contemporaneously with the execution of this agreement), such instructions must be given, in writing, by an individual designated on Exhibit B. Further, the Escrow Agent is authorized to obtain confirmation of such instructions by telephone call-back to the person or persons designated for verifying such instructions on Exhibit B (such person verifying the instruction shall be different than the person initiating the instruction). The Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The Escrow Agent may require any party hereto which is entitled to direct the delivery of fund transfers to designate a phone number or numbers for purposes of confirming the requested transfer. The parties hereto aside from the Escrow Agent agree that the Escrow Agent may delay the initiation of any

fund transfer until all security measures it deems to be necessary and appropriate have been completed and shall incur no liability for such delay.

5.2 The Escrow Account shall be maintained in accordance with applicable laws, rules and regulations and policies and procedures of general applicability to escrow accounts established by the Escrow Agent. The Escrow Agent shall not be liable for any act that it may do or omit to do hereunder in good faith and in the exercise of its own best judgment or for any damages not directly resulting from its gross negligence or willful misconduct. Without limiting the generality of the foregoing sentence, it is hereby agreed that in no event will the Escrow Agent be liable for any lost profits or other indirect, special, incidental or consequential damages which the parties may incur or experience by reason of having entered into or relied on this Agreement or arising out of or in connection with the Escrow Agent's duties hereunder, notwithstanding that the Escrow Agent was advised or otherwise made aware of the possibility of such damages. The Escrow Agent shall not be liable for acts of God, acts of war, breakdowns or malfunctions of machines or computers, interruptions or malfunctions of communications or power supplies, labor difficulties, actions of public authorities, or any other similar cause or catastrophe beyond the Escrow Agent's reasonable control. Any act done or omitted to be done by the Escrow Agent pursuant to the advice of its attorneys shall be conclusively presumed to have been performed or omitted in good faith by the Escrow Agent.

5.3 In the event the Escrow Agent is notified of any dispute, disagreement or legal action relating to or arising in connection with the escrow, the Escrow Fund, or the performance of the Escrow Agent's duties under this Agreement, the Escrow Agent will not be required to determine the controversy or to take any action regarding it. The Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings, arbitration, or other means as, in the Escrow Agent's discretion, it may require. In such event, the Escrow Agent will not be liable for interest or damages. Furthermore, the Escrow Agent may, at its option, file an action of interpleader requiring the parties to answer and litigate any claims and rights among themselves. The Escrow Agent is authorized, at its option, to deposit with the court in which such action is filed, all documents and funds held in escrow, except all costs, expenses, charges, and reasonable attorneys' fees incurred by the Escrow Agent due to the interpleader action and which the Seller and Buyer agree on a joint and several basis to pay. Upon initiating such action, the Escrow Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

5.4 The Seller and Buyer hereby agree, on a joint and several basis, to indemnify and hold the Escrow Agent, and its directors, officers, employees, and agents, harmless from and against all costs, damages, judgments, attorneys' fees (whether such attorneys shall be regularly retained or specifically employed), expenses, obligations and liabilities of every kind and nature which the Escrow Agent, and its directors, officers, employees, and agents, may incur, sustain, or be required to pay in connection with or arising out of this Agreement, unless the aforementioned results from the Escrow Agent's gross negligence or willful misconduct, and to pay the Escrow Agent on demand the amount of all such costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities. Specifically with respect to a breach of the representations, warranties or covenants in Section 9.4 of this Agreement costs shall include, but are not limited to, (i) taxes, penalties and interest arising from such a breach and (ii) fees charged by

accountants, attorneys, or other professionals to confirm the taxable status of the Escrow Account and to prepare any tax returns or other required filings with the Internal Revenue Service ("**IRS**") (or reasonable fees charged by the Escrow Agent for similar services provided by its own employees) arising from such a breach. The costs and expenses of enforcing this right of indemnification also shall be paid by the Seller and Buyer. The foregoing indemnities in this paragraph shall survive the resignation or substitution of the Escrow Agent and the termination of this Agreement.

ARTICLE VI
TERMINATION OF AGREEMENT

This Agreement shall terminate on the earlier of:

(a) (i) the Final Disbursement Date, or (ii) on the termination date set forth in a properly executed and delivered Termination Notice (as defined below). The Seller and Buyer may, at any time, terminate this Agreement by delivering to the Escrow Agent written notice (the "**Termination Notice**") signed by both the Seller and Buyer setting forth (i) the requested termination date and (ii) instructions for the return or delivery of the parties' then-escrowed property. The Termination Notice shall be received by the Escrow Agent not fewer than two (2) Business Days prior to the requested termination date. A form of Termination Notice is attached hereto as Exhibit C; and

(b) notwithstanding any other provision in this Agreement, in the Termination Notice, Seller and Buyer shall direct the Escrow Agent as to how the then-current balance of the Escrow Fund shall be fully and finally distributed among the parties (a "**Final Disbursement Directions**"). Should the Seller or Buyer fail to timely provide Final Disbursement Directions, the Seller and Buyer shall indemnify and hold the Escrow Agent harmless for any loss, expense, cost, cost of enforcement (including attorneys' fees and expenses) and damages sought under any claim or cause of action against the Escrow Agent resulting from or caused by such failure by the Seller or Buyer. Upon the Escrow Agent's receipt of a Termination Notice, the Escrow Agent shall disburse all of the Escrow Funds on deposit as of the date of receipt of such notice as set forth in such Termination Notice (as long as such Termination Notice contains Final Disbursement Directions) and on (i) the date of the Escrow Agent's receipt of such Termination Notice, if such notice is received by the Escrow Agent at or prior to 9:00 a.m. (eastern time), or (ii) the Business Day immediately succeeding the date of the Escrow Agent's receipt of such Termination Notice, if such notice is received by the Escrow Agent after 9:00 a.m. (eastern time).

Should the parties hereto terminate the Agreement pursuant to this Article VI, it is understood and agreed by each of them that the Escrow Agent shall be entitled (i) to keep any monies paid to it in respect of fees or expenses previously due and owing and (ii) to offset from the amount of Escrow Funds on deposit as of the date of the Termination Notice, any amounts due for fees and expenses that, as of such date, have been previously invoiced and remain unpaid or which are then due and payable on a *pro rata* basis. The Escrow Agent is authorized to disinvest the remaining Escrow Funds one (1) Business Day prior to the requested date of termination set forth in the Termination Notice, or may do so earlier if the Escrow Agent determines in its sole good faith discretion that disinvesting more than one (1) Business Day

prior to the requested date is necessary in order to assure the availability of funds on the requested termination date. Notwithstanding any other provision hereof, this Agreement shall not terminate before all amounts in the Escrow Account (including interest which has accrued but cannot be distributed prior to being posted) shall have been distributed by the Escrow Agent in accordance with the terms of this Agreement.

ARTICLE VII
RESIGNATION OF ESCROW AGENT

The Escrow Agent may resign at any time upon giving at least thirty (30) days prior written notice to both the Seller and Buyer; provided that no such resignation shall become effective until the appointment of a successor escrow agent which shall be accomplished as follows: the Seller and Buyer shall use their best efforts to select a successor escrow agent within thirty (30) days after receiving such notice. If the Seller and Buyer fail to appoint a successor escrow agent within such time, the Escrow Agent shall have the right at the expense of the Seller and Buyer to petition any court of general jurisdiction sitting in King County, Washington for the appointment of a successor escrow agent. The successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Upon delivery of such instrument, the Escrow Agent shall be discharged from any further duties and liability under this Agreement. The Escrow Agent shall be paid any outstanding fees and expenses prior to transferring assets to a successor escrow agent.

ARTICLE VIII
NOTICES

All notices required by this Agreement shall be in writing and shall be deemed to have been received (a) immediately if sent by facsimile transmission (with a confirming copy sent the same Business Day by registered or certified mail), or by hand delivery (with signed return receipt), (b) the next Business Day if sent by nationally recognized overnight courier or (c) the second following Business Day if sent by registered or certified mail, in any case to the respective addresses as follows:

Notices involving a Claim Notice or objections to a Claim Notice must be sent by registered or certified mail or by overnight courier and may not be sent via facsimile.

If to the Seller:

Northwest Physician Network of Washington, LLC
_____
_____
Attention: _____
Fax: _____

with a copy to (but shall not be considered notice to the Seller):

_____
_____
Attention: _____
Fax: _____

If to the Buyer:

CollabHealth Plan Services, Inc.
_____
_____
Attention: _____
Fax: _____

with a copy to (but shall not be considered notice to the Buyer):

Polsinelli Shughart PC
700 W. 47th Street, Suite 1000
Kansas City, Missouri 64112
Attention: Frank J. Ross, Jr., Esq.
Fax : 816-753-1536

If to the Escrow Agent:

Bank of America Merrill Lynch
Global Custody and Agency Services
135 S. LaSalle Street
IL4-135-14-01
Chicago, Illinois 60603
Attention: [•]
Telephone: (312) [•]-[•]
Fax: (312) 992-9833

ARTICLE IX
TAX REPORTING

9.1 The Escrow Agent shall, for each calendar year (or portion thereof) that the Escrow Account is in existence, report the income of the Escrow Account (i) to Seller, and (ii) to the IRS, as required by law. The parties to this Agreement agree that they will not take any position in connection with the preparation, filing or audit of any tax return that is in any way inconsistent with the foregoing determination or the information returns or reports provided by the Escrow Agent.

9.2 The parties hereto other than the Escrow Agent understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. Accordingly, the parties hereto other than the

Escrow Agent understand and agree that unless and until all parties hereto have provided Tax Certifications to the Escrow Agent, the Escrow Account shall not be invested as otherwise provided herein nor shall disbursements be made from the Escrow Account as otherwise provided in Article III. In the case of a person that is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "**Code**"), an original IRS Form W-9 (or applicable successor form) will be provided. In the case of a person that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code (hereinafter a "**foreign person**"), an original applicable IRS Form W-8ECI, W-8IMY, W-8EXP or W-8BEN (or applicable successor form), along with any required attachments, will be provided to the Escrow Agent. As used herein "**Tax Certification**" shall mean an IRS form W-9 or W-8 as described above.

9.3 The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Seller as payee.

9.4 The Seller and Buyer hereby (i) represents and warrants that, as of the date this Agreement is made and entered into, the Escrow Account is not a Qualified Settlement Fund, Designated Settlement Fund, or Disputed Ownership Fund within the meaning of Section 468B of the Code (and the regulations thereunder) and (ii) covenants that the Seller and Buyer shall not take, fail to take or permit to occur any action or inaction, on or after the date this Agreement is made and entered into, that causes the Escrow Account to become such a Qualified Settlement Fund, Designated Settlement Fund, or Disputed Ownership Fund at any time.

9.5 The parties to this Agreement agree that Seller is not relieved of its obligation, if any, to prepare and file information reports under Section 6041 of the Code, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Sections 483 or 1272 of the Code. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Each party hereto represents and warrants that such party has all necessary power and authority to execute and deliver this Agreement and to perform all of such party's obligations hereunder. This Agreement constitutes the legal, valid, and binding obligation of each party hereto, enforceable against such party in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability shall be considered in a proceeding in equity or at law.

10.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the parties hereto consent to jurisdiction in the State of Washington and venue in any state or Federal court located in the City of Seattle.

10.3 Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

10.4 This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

10.5 This Agreement may be executed by the parties hereto individually or in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. This Agreement, signed and transmitted by facsimile machine or pdf file, is to be treated as an original document and the signature of any party hereon, if so transmitted, is to be considered as an original signature, and the document so transmitted is to be considered to have the same binding effect as a manually executed original.

10.6 The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement. Any references in this Agreement to any other agreement, instrument, or document are for the convenience of the parties and shall not constitute a part of this Agreement.

10.7 As used in this Agreement, "**Business Day**" means a day other than a Saturday, Sunday, or other day when banking institutions in Chicago, Illinois are authorized or required by law or executive order to be closed.

10.8 This Agreement constitutes a contract solely among the parties by which it has been executed and is enforceable solely by the parties by which it has been executed and no other persons. It is the intention of the parties hereto that this Agreement may not be enforced on a third party beneficiary or any similar basis.

10.9 The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative this Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of the parties shall be construed and enforced accordingly.

10.10 No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed. In addition, the foregoing rights to assign shall be subject, in the case of any party having an obligation to indemnify the Escrow Agent, to the Escrow Agent's approval based upon the financial ability of assignee to indemnify it being reasonably comparable to the financial ability of assignor, which approval shall not be unreasonably withheld.

10.11 Any claim against the Escrow Agent arising out of or relating to this Agreement shall be settled by arbitration in accordance with commercial rules of the American Arbitration Association. Arbitration proceedings conducted pursuant to this Article X shall be held in Seattle, Washington.

10.12 Confidentiality. None of the parties to this Agreement may disclose the existence or substance of this Agreement, which shall be considered confidential to the parties hereto, except:

(a) with the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

(b) as required by applicable law, the rules of any relevant securities exchange, by order or decree of a court or other governmental authority having jurisdiction over such party, or in connection with such party's enforcement of any rights it may have at law or in equity;

(c) on a "need to know" basis to Persons within or outside such party's organization (including Affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its Affiliates; or

(d) after such information has become publicly available without breach of this Agreement.

[signatures appear on the following page(s)]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: _____
Name: _____
Title: _____

SELLER:

PHYSICIANS OF SOUTHWEST WASHINGTON, LLC

By: _____
Name: _____
Title: _____

ESCROW AGENT:

BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A

ESCROW AGENT FEE SCHEDULE

Set-Up Fee:	$ 500.00
Tax Reporting Set-up Fee:	$ 250.00
Annual Administration Fee:	$5,500.00
Wire or Check Disbursement Fee	$ 20.00
Outside Counsel Pre-Closing:	$ N/A

THE SET-UP FEES AND FIRST YEAR'S ANNUAL ADMINISTRATION FEES ARE DUE UPON EXECUTION OF THE ESCROW AGREEMENT.

* After the initial twelve (12) month period, the Annual Administration will be invoiced in advance on a six-month basis. Wire and check disbursement fees will be invoiced on a quarterly basis.

With respect to any investment not listed on Schedule I, the Escrow Agent will, on a quarterly basis, invoice an Administrative Services Fee in an amount equal to twenty five (25) basis points per annum on the value of the investment.

All out-of-pocket expenses will be billed at the Escrow Agent's cost. Out-of-pocket expenses include, but are not limited to, professional services (e.g. legal or accounting), travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), and copying charges.

EXHIBIT B

Escrow Agreement Dated as of [date] by and among [Designate Parties]
Certificate of Authorized Representatives – [Designate Party]

Name: _____ **Name:** _____

Title: _____ **Title:** _____

Phone: _____ **Phone:** _____

Facsimile: _____ **Facsimile:** _____

E-mail: _____ **E-mail:** _____

Signature: _____ **Signature:** _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

Name: _____ **Name:** _____

Title: _____ **Title:** _____

Phone: _____ **Phone:** _____

Facsimile: _____ **Facsimile:** _____

E-mail: _____ **E-mail:** _____

Signature: _____ **Signature:** _____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

[Name of Party]:

By: _____
Name:
Title:
Date: _____

EXHIBIT B

Escrow Agreement Dated as of [date] by and among [Designate Parties]
Certificate of Authorized Representatives – [Designate Party]

Name: _____ **Name:** _____

Title: _____ **Title:** _____

Phone: _____ **Phone:** _____

Facsimile: _____ **Facsimile:** _____

E-mail: _____ **E-mail:** _____

Signature: _____ **Signature:** _____

Fund Transfer / Disbursement Authority Level:
Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

Fund Transfer / Disbursement Authority

- ☐ Initiate
- ☐ Verify transactions initiated by others

Name: _____ **Name:** _____

Title: _____ **Title:** _____

Phone: _____ **Phone:** _____

Facsimile: _____ **Facsimile:** _____

E-mail: _____ **E-mail:** _____

Signature: _____ **Signature:** _____

Fund Transfer / Disbursement Authority Level:
Level:

- ☐ Initiate
- ☐ Verify transactions initiated by others

Fund Transfer / Disbursement Authority

- ☐ Initiate
- ☐ Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

[Name of Party]:

By: _____
Name:
Title:
Date: _____

EXHIBIT C

FORM OF TERMINATION NOTICE
[Date]

Bank of America Merrill Lynch
Global Custody and Agency Services
135 South LaSalle Street
IL4-135-14-01
Chicago, Illinois 60603
Attention: [•]
Fax: (312) 992-9833

NOTICE OF TERMINATION

Ladies and Gentlemen:

We refer you to that certain Escrow Agreement (the "**Agreement**"), dated as of [•], among Northwest Physician Network of Washington, LLC ("**Seller**"), CollabHealth Plan Services, Inc. ("**Buyer**"), and Bank of America, National Association, a photocopy of which is attached hereto. Capitalized terms used but not defined in this letter shall have the meanings given them in the Agreement.

We hereby notify you, in accordance with the terms and provisions of Article VI(a) of the Agreement, that we are terminating the Agreement. Accordingly, we request that you terminate the Agreement as of [•].[1] Those undertakings that, under the provisions of the Agreement, shall survive termination of the Agreement shall continue as provided therein. All Escrow Funds or items of property thereafter on deposit or held in the Escrow Account or by the Escrow Agent pursuant to the Agreement shall, concurrently with the termination of the Agreement, be delivered by, as applicable, federal wire transfer or nationally recognized overnight courier service as follows:

[*Describe escrowed property or funds amount to be delivered*]:

To [*Designate Party*], at: [*insert fed wire instructions or physical address for overnight courier delivery*].

[1] Date should be not fewer than 2 Business Days after the date of this Notice.

Very truly yours,

SELLER:
Physicians of Southwest Washington, LLC
By:
Name:_____
Title:_____

BUYER::
CollabHealth Plan Services, Inc.

By:
Name: _____
Title:_____

SCHEDULE I

ESCROW ACCOUNT INVESTMENT SELECTION FORM
INFORMATION AND DISCLOSURES REGARDING INVESTMENTS

Institutional Deposit Account:
U.S. and non U.S. Corporate and Institutional Investor Use Only
The Institutional Deposit Account is a Money Market Deposit Account held at Bank of America, N.A. For more complete information about IDA, please refer to the terms and conditions and fact sheet. You should read and review this information carefully before investing. Past performance is no guarantee of future results. Funds deposited in IDA are insured to the maximum extent permitted by law and regulation by the Federal Deposit Insurance Corporation. IDA has a normal cutoff time of 4:00PM (central time) and any cash received after that time will not be invested until the next business day.

Repurchase Agreement Account:
U.S. Corporate and Institutional Investor Use Only
The Repurchase Agreement Account ("RAA") is a Repurchase Agreement with Bank of America, National Association ("Bank") and is available with the establishment of an account with Global Custody and Agency Services, a division of Bank acting on your behalf ("GCAS"). For more complete information about RAA, please refer to the terms and conditions and fact sheet. You should read and review this information carefully before investing. Past performance is no guarantee of future results. Repurchase Agreements are not deposits within the meaning of the Federal Deposit Insurance Act (12 U.S.C. 1813(l)), are not insured or guaranteed by the U.S. Government, the FDIC or any other government agency, and involve investment risk, including possible loss of principal. If a receiver were appointed for Bank of America, the client would have an ownership interest in the securities sold to the client that are described in the applicable trade confirmation received by GCAS on behalf of all clients investing in RAA or, if the transaction were deemed to be a loan, the client would be a secured creditor and have a perfected interest in such securities. RAA has a normal cutoff time of 1:00PM (central time) and any cash received after that time will not be invested until the next business day.

Money Market Funds:
U.S. Corporate and Institutional Investor Use Only
For more complete information about a money market fund listed in this form, including expenses, investment objectives, and past performance, please refer to the prospectus. You should read and review this information carefully before investing. Past performance is no guarantee of future results. Investments in money market mutual funds are neither insured nor guaranteed by Bank of America, N.A. and its affiliates, or by any Government Agency. There can be no assurance that the funds can maintain a stable net asset value of $1.00 per share. Bank of America, N. A. typically has a normal cut-off time of one hour prior to the money market mutual fund's stated cut off time and any cash received after that time will not be invested until the next Business Day.

The parties to the agreement understand and agree that the Escrow Agent may receive certain revenue associated with money market fund investments. These revenues take one of two forms:

Shareholder Servicing Payments: The Escrow Agent may receive shareholder servicing payments commensurate with the shareholder services provided for the money market fund company. Shareholder services typically provided by Bank of America, N.A. include the maintenance of shareholder ownership records, distributing prospectuses and other shareholder information materials to investors and handling proxy-voting materials. Typically shareholder servicing payments are paid under a money market fund's 12b-1 distribution plan and impact the investment performance of the fund by the amount of the fee. The shareholder servicing fee payable from any money market fund is detailed in the fund's prospectus provided to you.

Revenue Sharing Payments: The Escrow Agent may receive revenue sharing payments from a money market fund company. These payments represent a reallocation to the Escrow Agent of a portion of the compensation payable to the fund company in connection with a money market fund investment. Revenue sharing payments constitute a form of fee sharing between the fund company and the Escrow Agent and do not, as a general rule, result in any additional charge or expense in connection with a money market fund investment, are not paid under a 12b-1 plan, and do not impact the investment performance of the fund. The amount of any revenue share, if any, payable to the Escrow Agent with respect to your account's investments is available upon request.

In the event that a money market fund has been designated as the investment, the parties hereto acknowledge delivery of the prospectus for such fund. **The Parties hereto acknowledge that money market funds and other non-deposit investments are not deposits in or obligations of, or guaranteed by, Bank of America Corporation or any of its affiliates and are not insured by the FDIC or any government agency. Investments in money market funds involve investment risks, including possible loss of principal.**

Acknowledged and agreed to this ____day of _____, 20__:

SELLER:	**BUYER::**
Physicians of Southwest Washington, LLC	**CollabHealth Plan Services, Inc.**
By:	By:
Name:_____	Name: _____
Title:_____	Title:_____

ESCROW ACCOUNT INVESTMENT SELECTION FORM (Con't)			
X	CUSIP	TICKER	INTERNAL
Money Market Deposit Account ("MMDA") held at Bank of America, N.A.			
Bank of America Institutional Deposit Account (IDA) (a Money Market Deposit Account at Bank of America, N.A.)	N/A	N/A	999100845
Repurchase Agreement Account ("RAA") is a Repurchase Agreement with Bank of America, N.A.			
Repurchase Agreement Account ("RAA") (a Repurchase Agreement with Bank of America, N.A.)	N/A	N/A	9998SF748
Prime Money Market Funds			
BofA Cash Reserves - Daily Share	19765K605	NSHXX	999301229
US Government & Agency Money Market Funds			
BofA Government Reserves - Daily Share	19765K761	NRDXX	999301195
Treasury Money Market Funds			
BofA Treasury Reserves - Daily Share	19765K282	NDLXX	999301138
Tax-Exempt Money Market Funds			
BofA Municipal Reserves Daily	097100416	NMDXX	999301161
BOFA Tax Exempt Reserves - Daily Share	097100192	NEDXX	999301153

Please indicate a selection by placing an "X" to the left of the investment name.

SELLER:
Physicians of Southwest Washington, LLC
By:
Name:_____
Title:_____

BUYER::
CollabHealth Plan Services, Inc.

By:
Name: _____
Title:_____