

\_\_\_\_\_, 2012

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**Re: Sale of Stock of SoundPath Health, Inc. (the "Company")**

Ladies and Gentlemen:

We are counsel to Northwest Physician Network of Washington, LLC, a Washington limited liability company ("Seller"), in connection with the Stock Purchase Agreement dated as of October \_\_\_\_, 2012 (the "Purchase Agreement"), by and among the Company, the Seller, Physicians of Southwest Washington, LLC, a Washington limited liability company ("PSW"), and CollabHealth Plan Services, Inc., a Colorado corporation ("Buyer"), pursuant to which the Seller and PSW are selling and the Buyer is purchasing that number of Class A shares of the Company that will equal **[fifty-five and 6/10 percent (55.60%)]** of the issued and outstanding shares of the Class A stock of the Company (the "Transaction").

This opinion is being furnished to you pursuant to Section 1.7(a)(xxi) of the Purchase Agreement. All terms used herein but not defined have the meanings ascribed to such terms in the Purchase Agreement unless otherwise expressly stated or defined herein or unless otherwise clearly required by the context.

In our capacity, as counsel to the Seller, we have only reviewed and we have relied solely on: (i) copies of the Certificate of Formation of the Seller and amendments thereto, and its Limited Liability Company Agreement, as amended, which such Limited Liability Company Agreement has been certified to be correct and complete by the Secretary of Seller; (ii) the Purchase Agreement; (iii) the Other Transaction Documents; (iv) a certificate from the Washington Secretary of State dated \_\_\_\_\_, 2012, indicating that Seller has remained active and has complied with all filing requirements of the Washington Secretary of State; (v) copies of minutes of the meeting of the \_\_\_\_\_ of Seller at which actions were taken with respect to the Transaction Documents; and (vi) a certificate of an officer of Seller, a copy of which is attached hereto (the "Officer's Certificate").

The documents listed in clause (i) are sometimes collectively referred to herein as the "Company Records." The documents listed in clauses (ii) through (iii) are collectively called the "Transaction Documents." The documents listed in clauses (iv) through (vi) are collectively referred to herein as the "Due Diligence Information." We have assumed that the forms of the Transaction Documents executed and delivered at the closing shall be the same forms as have been provided to us.

We call your attention to the fact that, to the extent specifically qualified and limited below in Paragraphs (a) through (o) and in the specific opinions rendered, we did not conduct an investigation that independently confirms the facts upon which we render this opinion and, we have relied upon the representations and warranties as to factual matters contained in and made by the Seller in the Transaction Documents and the Officer's Certificate, together with certain representations and statements made to us by public officials as to factual matters material to the opinions expressed herein.

We have not, for purposes of our opinions below, (i) searched computerized or electronic databases for the docket or records of any court, Governmental Authority, regulatory body, or other filing office in any jurisdiction; or (ii) undertaken any further inquiry other than as stated herein. In rendering our opinion set forth in Paragraph 1 below as to the existence and status of Seller, we have relied exclusively on certificates of public officials, although we have not obtained tax good standing certificates and no opinion is provided with respect to tax good standing.

The opinions and statements expressed herein are subject to the following assumptions, comments, conditions, exceptions, qualifications and limitations:

(a) We do not express any opinion with respect to any federal or state Securities laws.

(b) Our opinions are subject to the qualification that: (i) the enforceability of any instrument referred to herein is subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting the enforceability of creditors' rights generally, to the effect of general equitable principles (whether arising in a proceeding at law or in equity) and the availability of equitable remedies; and (ii) particular provisions of the documents referred to herein may not be enforceable in accordance with their terms and the availability of certain rights and remedies may be limited by state law, none of which limitations will materially interfere with the practical realization of the benefits or the security provided by the Transaction Documents, subject to each and all of the qualifications and limitations set forth herein and subject to the economic consequences of any delay that may result from applicable laws, rules, or judicial decisions.

(c) The enforceability of any instrument referred to herein may be limited by (i) statutes or public policy limiting a person's right to waive the benefits of statutory provisions or common law rights; (ii) the unenforceability under certain circumstances of provisions in the Transaction Documents to the effect that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of the right or remedy; (iii) the unenforceability under certain circumstances under state or federal law, or court decisions, of provisions in the Transaction Documents indemnifying, or prospectively releasing, a party against liability for its own wrongful or negligent acts or where the release or indemnification is contrary to public policy; or (iv) a court's refusal to enforce, or limit the application of a contract or any clause of a contract which the court finds to have been unconscionable at the time it was made or at the time of enforcement, result in a breach of the peace or otherwise be contrary to public policy, at the time it was made or at the time of enforcement.

(d) Applicable statutes may preclude the collection of reasonable attorneys' fees and other collection costs or a court may refuse to enforce or may limit the application of a contract regarding the attorneys' fees and other collection costs referred to in the Transaction Documents to the extent the same are unreasonable, unconscionable or unenforceable at the time of the execution of the Transaction Documents.

(e) We have assumed and relied upon the accuracy of all factual information set forth in the Transaction Documents, instruments and certificates referred to herein. In reviewing the Transaction Documents, Company Records, Due Diligence Information, and instruments and certificates that are directly related thereto, we have assumed the genuineness of all signatures and initials thereon, including signatures of representatives for Seller, the genuineness of all notaries contained thereon, conformance of all copies with the original thereof and originals to all copies thereof, and the accuracy of all statements, representations and warranties contained therein. We have further assumed that all certificates, documents and instruments dated prior to the date hereof remain accurate and correct on the date hereof. We have further assumed that all Due Diligence Information, which is part of any official public record, is accurate, complete and authentic (including proper indexing and filing).

(f) We have assumed the due authorization, execution and delivery of the Transaction Documents described above by the parties thereto other than Seller, and the due corporate or other existence of the parties thereto other than Seller, and the power and full legal right of such parties other than Seller, under all applicable laws and regulations (without approvals, or authorizations, consents or other orders of any public or private body or board other than those previously obtained) to execute, deliver and perform all of such parties' obligations under such documents. In addition, we have assumed all natural persons who have executed the Transaction Documents had or have sufficient legal capacity to enter into and perform the obligations described in such documents.

(g) We have assumed any required consent, approval or authorization of, notice or declaration to, license from, or filing or registration with, any Governmental Authority which any party to the Transaction Documents is required to obtain, give or make has been duly obtained, given or made, as appropriate, and any applicable notice or appeal period has passed. In addition, to the extent that the assignment or encumbrance of any licenses, franchises, leases, plans, specifications, operating agreements, service contracts, accounts, contract rights, general intangibles, or other contracts, claims, property, rights or interests which the Transaction Documents purport to assign or encumber requires the consent of another party, we have assumed such consents have been obtained.

(h) We have assumed the validity or enforceability of any provision in the Transaction Documents that allows any party thereto to recover from another party or charge to another party attorneys' fees.

(i) We have assumed that there exists valid and lawful consideration for the parties to the Transaction Documents to enter into the Transaction Documents.

(j) We have assumed that there is no agreement, course of dealing or performance, or usage of trade defining, supplementing, amending, modifying, waiving or qualifying the terms of any of the Transaction Documents. In rendering this opinion we have also assumed that the Transaction Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the Transaction as reflected in the Transaction Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Transaction Documents.

(k) We have assumed the absence of any circumstance (such as, but not limited to, fraud in the inducement, duress, waiver, estoppel, unintentional or intentional mistake, criminal activity, or failure of consideration) extrinsic to the Transaction Documents that might give rise to a defense against enforcement of the Transaction Documents.

(l) We have assumed that the conduct of each of the parties to the Transaction Documents has complied with any requirement of good faith, fair dealing and conscionability, and that the parties to the Transaction Documents will comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Transaction Documents.

(m) We have assumed that the opinion recipient has acted in good faith and without notice of any defense against enforcement of any rights created by, or any adverse claim to any property transferred as a part of, or contemplated by, the Transaction Documents.

(n) We express no opinion as to the statutes, administrative decisions, and rules and regulations of any county, municipal and special political subdivisions.

(o) Any provision of the Transaction Documents requiring that waivers must be in writing may not be binding or enforceable if a non-executory oral agreement has been created, modifying any such provision or an implied agreement by trade practice or course of conduct has given rise to a waiver.

Based on the foregoing, and qualified in the manner and to the extent set forth herein, we are of the opinion that:

1. Seller is a limited liability company that has remained active and has complied with all filing requirements of the Washington Secretary of State with all requisite power and authority to own the properties and assets it now owns and to carry on its business as presently conducted or contemplated.

2. Immediately preceding the Closing of the Transaction Documents, Seller owned three hundred seventy-three thousand one hundred (373,100) shares of Class A stock of the Company free and clear of all Encumbrances

3. The execution, delivery and performance by Seller of the Transaction Documents are within Seller's company power and have been duly authorized by all necessary company and member action and resolution. Seller has the right, power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated thereby.

4. The Transaction Documents have been duly executed and delivered by Seller and constitute a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms.

5. The execution, delivery and performance by Seller of the Transaction Documents and the consummation of the transactions contemplated thereby (a) do not violate or conflict with any provision of Seller's Certificate of Formation, as amended or Limited Liability Company Agreement; and (b) to our actual knowledge, do not violate or conflict with any order, decree, loan agreement, lease or other material agreement to which Seller either is a party or may be bound.

6. The Transaction Documents are enforceable under Washington law.

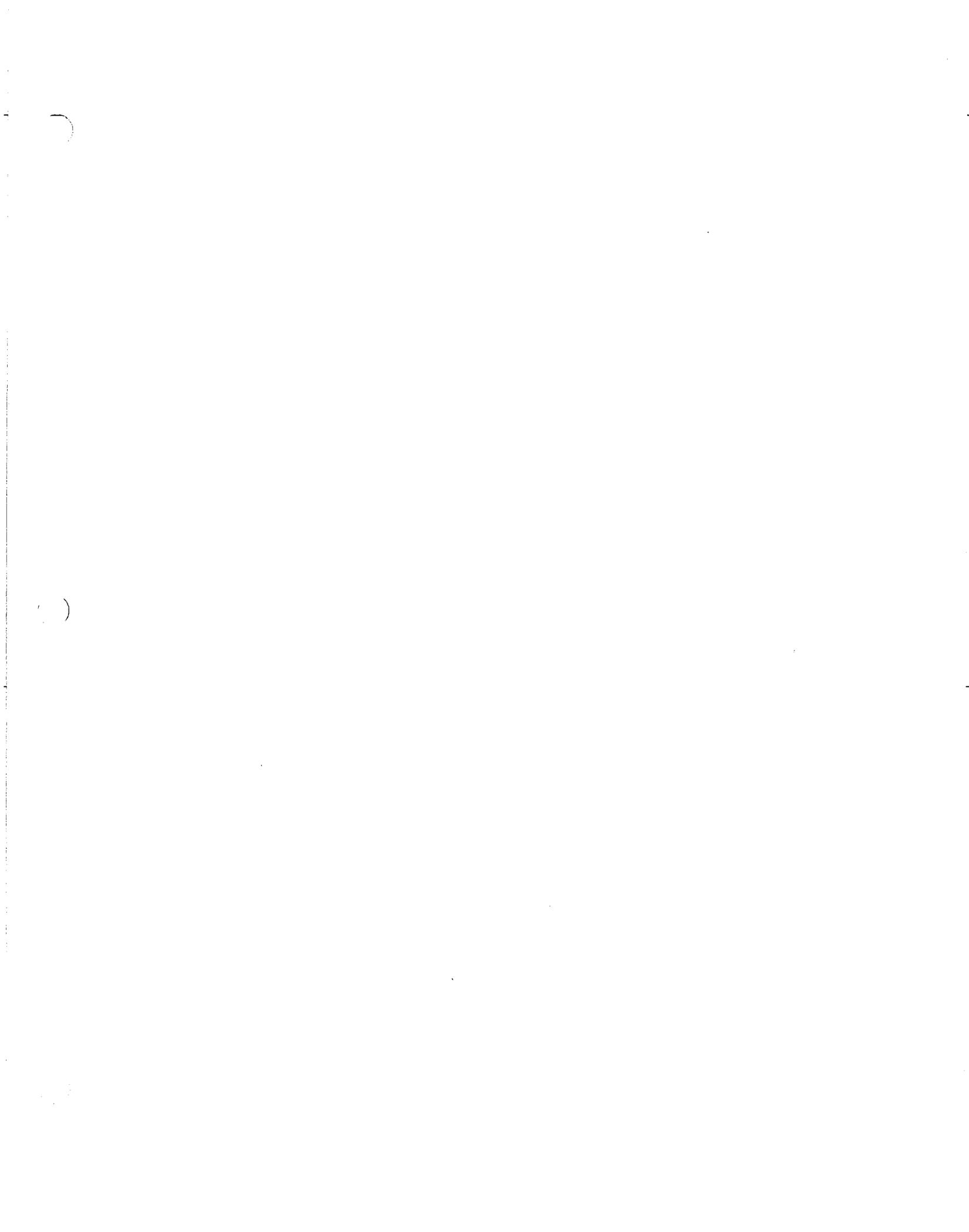
7. All authorizations, approvals, permits or consents, if any, of any Governmental Authority required to be obtained by Seller prior to the Closing Date in connection with the transactions contemplated by the Transaction Documents have been obtained by Seller.

This letter is furnished to you at your request and is intended solely for your information and for your use in connection with the transaction described herein, and may not be relied upon by any other person or for any other purpose without our prior written consent. This letter is a confidential communication and is not to be quoted in whole or in part or otherwise referred to, furnished, used, reproduced, distributed or disclosed, nor is it to be filed with any Governmental Authority or any other person other than those set forth herein, without the prior written consent of this law firm.

The information set forth herein is as of the date of this letter, and we undertake no obligation or responsibility to update or supplement this opinion in response to or to make you aware of subsequent changes in the status of Seller, the law, or future events or information affecting the transactions contemplated by the Transaction Documents occurring after the date of this letter. We have conducted no investigation or review of the business of Seller except as specifically delineated in this letter. The foregoing opinion should not be construed as relating to any matter other than the specific matters discussed herein.

Very truly yours,

Ogden Murphy Wallace, PLLC



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Based on the foregoing, and qualified in the manner and to the extent set forth herein, we are of the opinion that:

1. Seller is a limited liability company that has remained active and has complied with all filing requirements of the Washington Secretary of State with all requisite power and authority to own the properties and assets it now owns and to carry on its business as presently conducted or contemplated.

2. Immediately preceding the Closing of the Transaction Documents, Seller owned three hundred seventy-three thousand one hundred (373,100) shares of Class A stock of the Company free and clear of all Encumbrances

3. The execution, delivery and performance by Seller of the Transaction Documents are within Seller's company power and have been duly authorized by all necessary company and member action and resolution. Seller has the right, power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated thereby.

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**PRELIMINARY DRAFT**

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(m) We have assumed that the opinion recipient has acted in good faith and without notice of any defense against enforcement of any rights created by, or any adverse claim to any property transferred as a part of, or contemplated by, the Transaction Documents.

(n) We express no opinion as to the statutes, administrative decisions, and rules and regulations of any county, municipal and special political subdivisions.

(o) Any provision of the Transaction Documents requiring that waivers must be in writing may not be binding or enforceable if a non-executory oral agreement has been created, modifying any such provision or an implied agreement by trade practice or course of conduct has given rise to a waiver.

Based on the foregoing, and qualified in the manner and to the extent set forth herein, we are of the opinion that:

1. Seller is a limited liability company that has remained active and has complied with all filing requirements of the Washington Secretary of State with all requisite power and authority to own the properties and assets it now owns and to carry on its business as presently conducted or contemplated.

2. Immediately preceding the Closing of the Transaction Documents, Seller owned five hundred thirty-six thousand nine hundred (536,900) shares of Class A stock of the Company free and clear of all Encumbrances

PRELIMINARY DRAFT

3. The execution, delivery and performance by Seller of the Transaction Documents are within Seller's company power and have been duly authorized by all necessary company and member action and resolution. Seller has the right, power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated thereby.

4. The Transaction Documents have been duly executed and delivered by Seller and constitute a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms.

5. The execution, delivery and performance by Seller of the Transaction Documents and the consummation of the transactions contemplated thereby (a) do not violate or conflict with any provision of Seller's Certificate of Formation, as amended or Limited Liability Company Agreement; and (b) to our actual knowledge, do not violate or conflict with any order, decree, loan agreement, lease or other material agreement to which Seller either is a party or may be bound.

6. The Transaction Documents are enforceable under Washington law.

7. All authorizations, approvals, permits or consents, if any, of any Governmental Authority required to be obtained by Seller prior to the Closing Date in connection with the transactions contemplated by the Transaction Documents have been obtained by Seller.

This letter is furnished to you at your request and is intended solely for your information and for your use in connection with the transaction described herein, and may not be relied upon by any other person or for any other purpose without our prior written consent. This letter is a confidential communication and is not to be quoted in whole or in part or otherwise referred to, furnished, used, reproduced, distributed or disclosed, nor is it to be filed with any Governmental Authority or any other person other than those set forth herein, without the prior written consent of this law firm.

The information set forth herein is as of the date of this letter, and we undertake no obligation or responsibility to update or supplement this opinion in response to or to make you aware of subsequent changes in the status of Seller, the law, or future events or information affecting the transactions contemplated by the Transaction Documents occurring after the date of this letter. We have conducted no investigation or review of the business of Seller except as specifically delineated in this letter. The foregoing opinion should not be construed as relating to any matter other than the specific matters discussed herein.

Very truly yours,

Dave Cullen



\_\_\_\_\_, 2012

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\_\_\_\_\_  
\_\_\_\_\_

**Re: Sale of Stock of SoundPath Health, Inc. (the "Company")**

Ladies and Gentlemen:

We are counsel to Physicians of Southwest Washington, LLC, a Washington limited liability company ("Seller"), in connection with the Stock Purchase Agreement dated as of October \_\_\_\_, 2012 (the "Purchase Agreement"), by and among the Company, the Seller, Northwest Physician Network of Washington, LLC, a Washington limited liability company ("NPN"), and CollabHealth Plan Services, Inc., a Colorado corporation ("Buyer"), pursuant to which the Seller and NPN are selling and the Buyer is purchasing that number of Class A shares of the Company that will equal [fifty-five and 6/10 percent (55.60%)] of the issued and outstanding shares of the Class A stock of the Company (the "Transaction").

This opinion is being furnished to you pursuant to Section 1.7(a)(xxi) of the Purchase Agreement. All terms used herein but not defined have the meanings ascribed to such terms in the Purchase Agreement unless otherwise expressly stated or defined herein or unless otherwise clearly required by the context.

In our capacity, as counsel to the Seller, we have only reviewed and we have relied solely on: (i) copies of the Certificate of Formation of the Seller and amendments thereto, and its Limited Liability Company Agreement, as amended, which such Limited Liability Company Agreement has been certified to be correct and complete by the Secretary of Seller; (ii) the Purchase Agreement; (iii) the Other Transaction Documents; (iv) a certificate from the Washington Secretary of State dated \_\_\_\_\_, 2012, indicating that Seller has remained active and has complied with all filing requirements of the Washington Secretary of State; (v) copies of minutes of the meeting of the \_\_\_\_\_ of Seller at which actions were taken with respect to the Transaction Documents; and (vi) a certificate of an officer of Seller, a copy of which is attached hereto (the "Officer's Certificate").

The documents listed in clause (i) are sometimes collectively referred to herein as the "Company Records." The documents listed in clauses (ii) through (iii) are collectively called the "Transaction Documents." The documents listed in clauses (iv) through (vi) are collectively referred to herein as the "Due Diligence Information." We have assumed that the forms of the Transaction Documents executed and delivered at the closing shall be the same forms as have been provided to us.

We call your attention to the fact that, to the extent specifically qualified and limited below in Paragraphs (a) through (o) and in the specific opinions rendered, we did not conduct an investigation that independently confirms the facts upon which we render this opinion and, we have relied upon the representations and warranties as to factual matters contained in and made by the Seller in the Transaction Documents and the Officer's Certificate, together with certain representations and statements made to us by public officials as to factual matters material to the opinions expressed herein.

We have not, for purposes of our opinions below, (i) searched computerized or electronic databases for the docket or records of any court, Governmental Authority, regulatory body, or other filing office in any jurisdiction; or (ii) undertaken any further inquiry other than as stated herein. In rendering our opinion set forth in Paragraph 1 below as to the existence and status of Seller, we have relied exclusively on certificates of public officials, although we have not obtained tax good standing certificates and no opinion is provided with respect to tax good standing.

The opinions and statements expressed herein are subject to the following assumptions, comments, conditions, exceptions, qualifications and limitations:

(a) We do not express any opinion with respect to any federal or state Securities laws.

(b) Our opinions are subject to the qualification that: (i) the enforceability of any instrument referred to herein is subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting the enforceability of creditors' rights generally, to the effect of general equitable principles (whether arising in a proceeding at law or in equity) and the availability of equitable remedies; and (ii) particular provisions of the documents referred to herein may not be enforceable in accordance with their terms and the availability of certain rights and remedies may be limited by state law, none of which limitations will materially interfere with the practical realization of the benefits or the security provided by the Transaction Documents, subject to each and all of the qualifications and limitations set forth herein and subject to the economic consequences of any delay that may result from applicable laws, rules, or judicial decisions.

(c) The enforceability of any instrument referred to herein may be limited by (i) statutes or public policy limiting a person's right to waive the benefits of statutory provisions or common law rights; (ii) the unenforceability under certain circumstances of provisions in the Transaction Documents to the effect that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of the right or remedy; (iii) the unenforceability under certain circumstances under state or federal law, or court decisions, of provisions in the Transaction Documents indemnifying, or prospectively releasing, a party against liability for its own wrongful or negligent acts or where the release or indemnification is contrary to public policy; or (iv) a court's refusal to enforce, or limit the application of a contract or any clause of a contract which the court finds to have been unconscionable at the time it was made or at the time of enforcement, result in a breach of the peace or otherwise be contrary to public policy, at the time it was made or at the time of enforcement.

(d) Applicable statutes may preclude the collection of reasonable attorneys' fees and other collection costs or a court may refuse to enforce or may limit the application of a contract regarding the attorneys' fees and other collection costs referred to in the Transaction Documents to the extent the same are unreasonable, unconscionable or unenforceable at the time of the execution of the Transaction Documents.

(e) We have assumed and relied upon the accuracy of all factual information set forth in the Transaction Documents, instruments and certificates referred to herein. In reviewing the Transaction Documents, Company Records, Due Diligence Information, and instruments and certificates that are directly related thereto, we have assumed the genuineness of all signatures and initials thereon, including signatures of representatives for Seller, the genuineness of all notaries contained thereon, conformance of all copies with the original thereof and originals to all copies thereof, and the accuracy of all statements, representations and warranties contained therein. We have further assumed that all certificates, documents and instruments dated prior to the date hereof remain accurate and correct on the date hereof. We have further assumed that all Due Diligence Information, which is part of any official public record, is accurate, complete and authentic (including proper indexing and filing).

(f) We have assumed the due authorization, execution and delivery of the Transaction Documents described above by the parties thereto other than Seller, and the due corporate or other existence of the parties thereto other than Seller, and the power and full legal right of such parties other than Seller, under all applicable laws and regulations (without approvals, or authorizations, consents or other orders of any public or private body or board other than those previously obtained) to execute, deliver and perform all of such parties' obligations under such documents. In addition, we have assumed all natural persons who have executed the Transaction Documents had or have sufficient legal capacity to enter into and perform the obligations described in such documents.

(g) We have assumed any required consent, approval or authorization of, notice or declaration to, license from, or filing or registration with, any Governmental Authority which any party to the Transaction Documents is required to obtain, give or make has been duly obtained, given or made, as appropriate, and any applicable notice or appeal period has passed. In addition, to the extent that the assignment or encumbrance of any licenses, franchises, leases, plans, specifications, operating agreements, service contracts, accounts, contract rights, general intangibles, or other contracts, claims, property, rights or interests which the Transaction Documents purport to assign or encumber requires the consent of another party, we have assumed such consents have been obtained.

(h) We have assumed the validity or enforceability of any provision in the Transaction Documents that allows any party thereto to recover from another party or charge to another party attorneys' fees.

(i) We have assumed that there exists valid and lawful consideration for the parties to the Transaction Documents to enter into the Transaction Documents.

(j) We have assumed that there is no agreement, course of dealing or performance, or usage of trade defining, supplementing, amending, modifying, waiving or qualifying the terms of any of the Transaction Documents. In rendering this opinion we have also assumed that the Transaction Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the Transaction as reflected in the Transaction Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Transaction Documents.

(k) We have assumed the absence of any circumstance (such as, but not limited to, fraud in the inducement, duress, waiver, estoppel, unintentional or intentional mistake, criminal activity, or failure of consideration) extrinsic to the Transaction Documents that might give rise to a defense against enforcement of the Transaction Documents.

(l) We have assumed that the conduct of each of the parties to the Transaction Documents has complied with any requirement of good faith, fair dealing and conscionability, and that the parties to the Transaction Documents will comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Transaction Documents.

(m) We have assumed that the opinion recipient has acted in good faith and without notice of any defense against enforcement of any rights created by, or any adverse claim to any property transferred as a part of, or contemplated by, the Transaction Documents.

(n) We express no opinion as to the statutes, administrative decisions, and rules and regulations of any county, municipal and special political subdivisions.

(o) Any provision of the Transaction Documents requiring that waivers must be in writing may not be binding or enforceable if a non-executory oral agreement has been created, modifying any such provision or an implied agreement by trade practice or course of conduct has given rise to a waiver.

Based on the foregoing, and qualified in the manner and to the extent set forth herein, we are of the opinion that:

1. Seller is a limited liability company that has remained active and has complied with all filing requirements of the Washington Secretary of State with all requisite power and authority to own the properties and assets it now owns and to carry on its business as presently conducted or contemplated.

2. Immediately preceding the Closing of the Transaction Documents, Seller owned five hundred thirty-six thousand nine hundred (536,900) shares of Class A stock of the Company free and clear of all Encumbrances

3. The execution, delivery and performance by Seller of the Transaction Documents are within Seller's company power and have been duly authorized by all necessary company and member action and resolution. Seller has the right, power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated thereby.

4. The Transaction Documents have been duly executed and delivered by Seller and constitute a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms.

5. The execution, delivery and performance by Seller of the Transaction Documents and the consummation of the transactions contemplated thereby (a) do not violate or conflict with any provision of Seller's Certificate of Formation, as amended or Limited Liability Company Agreement; and (b) to our actual knowledge, do not violate or conflict with any order, decree, loan agreement, lease or other material agreement to which Seller either is a party or may be bound.

6. The Transaction Documents are enforceable under Washington law.

7. All authorizations, approvals, permits or consents, if any, of any Governmental Authority required to be obtained by Seller prior to the Closing Date in connection with the transactions contemplated by the Transaction Documents have been obtained by Seller.

This letter is furnished to you at your request and is intended solely for your information and for your use in connection with the transaction described herein, and may not be relied upon by any other person or for any other purpose without our prior written consent. This letter is a confidential communication and is not to be quoted in whole or in part or otherwise referred to, furnished, used, reproduced, distributed or disclosed, nor is it to be filed with any Governmental Authority or any other person other than those set forth herein, without the prior written consent of this law firm.

The information set forth herein is as of the date of this letter, and we undertake no obligation or responsibility to update or supplement this opinion in response to or to make you aware of subsequent changes in the status of Seller, the law, or future events or information affecting the transactions contemplated by the Transaction Documents occurring after the date of this letter. We have conducted no investigation or review of the business of Seller except as specifically delineated in this letter. The foregoing opinion should not be construed as relating to any matter other than the specific matters discussed herein.

Very truly yours,

Dave Cullen

\_\_\_\_\_, 2012

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\_\_\_\_\_

**Re: Sale of Stock of SoundPath Health, Inc. (the "Company")**

Ladies and Gentlemen:

We are counsel to CollabHealth Plan Services, Inc., a Colorado corporation ("Buyer"), in connection with the Stock Purchase Agreement dated as of October \_\_\_\_, 2012 (the "Purchase Agreement"), by and among the Company, the Buyer, Northwest Physician Network of Washington, LLC, a Washington limited liability company ("NPN"), and Physicians of Southwest Washington, LLC, a Washington limited liability company ("PSW", together with NPN, the "Sellers"), pursuant to which the Sellers are selling and the Buyer is purchasing that number of Class A shares of the Company that will equal [fifty-five and 6/10 percent (55.60%)] of the issued and outstanding shares of the Class A stock of the Company (the "Transaction").

This opinion is being furnished to you pursuant to Section 1.7(b)(xii) of the Purchase Agreement. All terms used herein but not defined have the meanings ascribed to such terms in the Purchase Agreement unless otherwise expressly stated or defined herein or unless otherwise clearly required by the context.

In our capacity, as counsel to the Buyer, we have only reviewed and we have relied solely on: (i) copies of the Articles of Incorporation of Buyer, and its Bylaws, which Bylaws have been certified to be correct and complete by the Secretary of Buyer; (ii) the Purchase Agreement; (iii) the Other Transaction Documents; (iv) a certificate from the Colorado Secretary of State dated \_\_\_\_\_, 2012, indicating that Buyer is in good standing in the State of Colorado; (v) a certificate of the \_\_\_\_\_ of Buyer attaching and certifying the "Approval Documents," as defined therein, a copy of which is attached hereto (the "Officer's Certificate"); and (vi) the Approval Documents.

The documents listed in clause (i) are sometimes collectively referred to herein as the "Corporate Records." The documents listed in clauses (ii) through (iii) are collectively called the "Transaction Documents." The documents listed in clauses (iv) through (vi) are collectively referred to herein as the "Due Diligence Information." We have assumed that the forms of the Transaction Documents executed and delivered at the closing shall be the same forms as have been provided to us.

We call your attention to the fact that, to the extent specifically qualified and limited below in Paragraphs (a) through (r) and in the specific opinions rendered, we did not conduct an

investigation that independently confirms the facts upon which we render this opinion and, with your permission, we have relied upon the representations and warranties as to factual matters contained in and made by the Buyer in the Transaction Documents and the Officer's Certificate, together with certain representations and statements made to us by public officials as to factual matters material to the opinions expressed herein.

Where our opinions indicate that they are "to our actual knowledge," or words of similar import, it shall mean that they involve only the independent knowledge of the attorneys currently with this firm who have represented the Buyer in connection with the Transaction Documents. No inference as to our knowledge of the existence or absence of any fact should be drawn from the fact of our representation of Buyer. Moreover, we have not, for purposes of our opinions below, (i) searched computerized or electronic databases for the docket or records of any court, Governmental Authority, regulatory body, or other filing office in any jurisdiction; or (ii) undertaken any further inquiry other than as stated herein. In rendering our opinion set forth in Paragraph 1 below as to the good standing of Buyer, we have relied exclusively on certificates of public officials, although we have not obtained tax good standing certificates and no opinion is provided with respect to tax good standing.

The opinions and statements expressed herein are subject to the following assumptions, comments, conditions, exceptions, qualifications and limitations:

(a) We do not express any opinion with respect to the enforceability of the Purchase Agreement under any federal or state law.

(b) We do not express any opinion with respect to any federal or state Securities laws.

(c) Our opinions are subject to the qualification that: (i) the enforceability of any instrument referred to herein is subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting the enforceability of creditors' rights generally, to the effect of general equitable principles (whether arising in a proceeding at law or in equity) and the availability of equitable remedies; and (ii) particular provisions of the documents referred to herein may not be enforceable in accordance with their terms and the availability of certain rights and remedies may be limited by state law, none of which limitations will materially interfere with the practical realization of the benefits or the security provided by the Transaction Documents, subject to each and all of the qualifications and limitations set forth herein and subject to the economic consequences of any delay that may result from applicable laws, rules, or judicial decisions.

(d) The enforceability of any instrument referred to herein may be limited by (i) statutes or public policy limiting a person's right to waive the benefits of statutory provisions or common law rights; (ii) the unenforceability under certain circumstances of provisions in the Transaction Documents to the effect that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of the right or remedy; (iii) the unenforceability under certain circumstances under state or federal law, or court decisions, of provisions in the Transaction Documents indemnifying, or prospectively releasing, a party against liability for its own wrongful or negligent acts or where the release or indemnification is contrary to public

policy; or (iv) a court's refusal to enforce, or limit the application of a contract or any clause of a contract which the court finds to have been unconscionable at the time it was made or at the time of enforcement, result in a breach of the peace or otherwise be contrary to public policy, at the time it was made or at the time of enforcement.

(e) Applicable statutes may preclude the collection of reasonable attorneys' fees and other collection costs or a court may refuse to enforce or may limit the application of a contract regarding the attorneys' fees and other collection costs referred to in the Transaction Documents to the extent the same are unreasonable, unconscionable or unenforceable at the time of the execution of the Transaction Documents.

(f) We have assumed and relied upon the accuracy of all factual information set forth in the Transaction Documents, instruments and certificates referred to herein. In reviewing the Transaction Documents, Corporate Records, Due Diligence Information, and instruments and certificates that are directly related thereto, we have assumed the genuineness of all signatures and initials thereon, including signatures of representatives for Buyer, the genuineness of all notaries contained thereon, conformance of all copies with the original thereof and originals to all copies thereof, and the accuracy of all statements, representations and warranties contained therein. We have further assumed that all certificates, documents and instruments dated prior to the date hereof remain accurate and correct on the date hereof. We have further assumed that all Due Diligence Information, which is part of any official public record, is accurate, complete and authentic (including proper indexing and filing).

(g) We have assumed the due authorization, execution and delivery of the Transaction Documents described above by the parties thereto other than Buyer, and the due corporate or other existence of the parties thereto other than Buyer, and the power and full legal right of such parties other than Buyer, under all applicable laws and regulations (without approvals, or authorizations, consents or other orders of any public or private body or board other than those previously obtained) to execute, deliver and perform all of such parties' obligations under such documents. In addition, we have assumed all natural persons who have executed the Transaction Documents had or have sufficient legal capacity to enter into and perform the obligations described in such documents.

(h) We have assumed any required consent, approval or authorization of, notice or declaration to, license from, or filing or registration with, any Governmental Authority which any party to the Transaction Documents is required to obtain, give or make has been duly obtained, given or made, as appropriate, and any applicable notice or appeal period has passed. In addition, to the extent that the assignment or encumbrance of any licenses, franchises, leases, plans, specifications, operating agreements, service contracts, accounts, contract rights, general intangibles, or other contracts, claims, property, rights or interests which the Transaction Documents purport to assign or encumber requires the consent of another party, we have assumed such consents have been obtained.

(i) We have assumed the validity or enforceability of any provision in the Transaction Documents that allows any party thereto to recover from another party or charge to another party attorneys' fees.

(j) We have assumed that there exists valid and lawful consideration for the parties to the Transaction Documents to enter into the Transaction Documents.

(k) We have assumed that there is no agreement, course of dealing or performance, or usage of trade defining, supplementing, amending, modifying, waiving or qualifying the terms of any of the Transaction Documents. In rendering this opinion we have also assumed that the Transaction Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the Transaction as reflected in the Transaction Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Transaction Documents.

(l) We have assumed the absence of any circumstance (such as, but not limited to, fraud in the inducement, duress, waiver, estoppel, unintentional or intentional mistake, criminal activity, or failure of consideration) extrinsic to the Transaction Documents that might give rise to a defense against enforcement of the Transaction Documents.

(m) We have assumed that the conduct of each of the parties to the Transaction Documents has complied with any requirement of good faith, fair dealing and conscionability, and that the parties to the Transaction Documents will comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Transaction Documents.

(n) We have assumed that the opinion recipient has acted in good faith and without notice of any defense against enforcement of any rights created by, or any adverse claim to any property transferred as a part of, or contemplated by, the Transaction Documents.

(o) We express no opinion as to the statutes, administrative decisions, and rules and regulations of any county, municipal and special political subdivisions.

(p) The enforceability of the Transaction Documents is subject to standards of commercial reasonableness and statutes and judicial decisions affecting the enforcement of contracts generally.

(q) Any provision of the Transaction Documents requiring that waivers must be in writing may not be binding or enforceable if a non-executory oral agreement has been created, modifying any such provision or an implied agreement by trade practice or course of conduct has given rise to a waiver.

(r) We express no opinion as to the enforceability of any provision in the Transaction Documents.

Based on the foregoing, and qualified in the manner and to the extent set forth herein, we are of the opinion that:

1. Buyer is a corporation existing and in good standing under the laws of the State of Colorado with all requisite corporate power and authority to own the properties and assets it now owns and to carry on its operations as presently conducted or contemplated.

2. The execution, delivery and performance by Buyer of the Transaction Documents have been duly authorized by all necessary corporate action and resolution. Buyer has the right, power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated thereby.

3. The Transaction Documents have been duly executed and delivered by Buyer and constitute a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms.

4. The execution, delivery and performance by Buyer of the Transaction Documents and the consummation of the transactions contemplated thereby (a) do not violate or conflict with any provision of Buyer's Articles of Incorporation or Bylaws; and (b) to our actual knowledge, do not violate or conflict with any order, decree, loan agreement, lease or other material agreement to which Buyer either is a party or may be bound.

This letter is furnished to you at your request and is intended solely for your information and for your use in connection with the transaction described herein, and may not be relied upon by any other person or for any other purpose without our prior written consent. This letter is a confidential communication and is not to be quoted in whole or in part or otherwise referred to, furnished, used, reproduced, distributed or disclosed, nor is it to be filed with any Governmental Authority or any other person other than those set forth herein, without the prior written consent of this law firm.

The information set forth herein is as of the date of this letter, and we undertake no obligation or responsibility to update or supplement this opinion in response to or to make you aware of subsequent changes in the status of Buyer, the law, or future events or information affecting the transactions contemplated by the Transaction Documents occurring after the date of this letter. We have conducted no investigation or review of the business of Buyer except as specifically delineated in this letter. The foregoing opinion should not be construed as relating to any matter other than the specific matters discussed herein.

Very truly yours,

Polsinelli Shughart PC



\_\_\_\_\_, 2012

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**Re: Sale of Stock of SoundPath Health, Inc. (the "Company")**

Ladies and Gentlemen:

We are counsel to CollabHealth Plan Services, Inc., a Colorado corporation ("Buyer"), in connection with the Stock Purchase Agreement dated as of October \_\_\_\_, 2012 (the "Purchase Agreement"), by and among the Company, the Buyer, Northwest Physician Network of Washington, LLC, a Washington limited liability company ("NPN"), and Physicians of Southwest Washington, LLC, a Washington limited liability company ("PSW", together with NPN, the "Sellers"), pursuant to which the Sellers are selling and the Buyer is purchasing that number of Class A shares of the Company that will equal [fifty-five and 6/10 percent (55.60%)] of the issued and outstanding shares of the Class A stock of the Company (the "Transaction").

This opinion is being furnished to you pursuant to Section 1.7(b)(xii) of the Purchase Agreement. All terms used herein but not defined have the meanings ascribed to such terms in the Purchase Agreement unless otherwise expressly stated or defined herein or unless otherwise clearly required by the context.

In our capacity, as counsel to the Buyer, we have only reviewed and we have relied solely on: (i) copies of the Articles of Incorporation of Buyer, and its Bylaws, which Bylaws have been certified to be correct and complete by the Secretary of Buyer; (ii) the Purchase Agreement; (iii) the Other Transaction Documents; (iv) a certificate from the Colorado Secretary of State dated \_\_\_\_\_, 2012, indicating that Buyer is in good standing in the State of Colorado; (v) a certificate of the \_\_\_\_\_ of Buyer attaching and certifying the "Approval Documents," as defined therein, a copy of which is attached hereto (the "Officer's Certificate"); and (vi) the Approval Documents.

The documents listed in clause (i) are sometimes collectively referred to herein as the "Corporate Records." The documents listed in clauses (ii) through (iii) are collectively called the "Transaction Documents." The documents listed in clauses (iv) through (vi) are collectively referred to herein as the "Due Diligence Information." We have assumed that the forms of the Transaction Documents executed and delivered at the closing shall be the same forms as have been provided to us.

We call your attention to the fact that, to the extent specifically qualified and limited below in Paragraphs (a) through (r) and in the specific opinions rendered, we did not conduct an

investigation that independently confirms the facts upon which we render this opinion and, with your permission, we have relied upon the representations and warranties as to factual matters contained in and made by the Buyer in the Transaction Documents and the Officer's Certificate, together with certain representations and statements made to us by public officials as to factual matters material to the opinions expressed herein.

Where our opinions indicate that they are "to our actual knowledge," or words of similar import, it shall mean that they involve only the independent knowledge of the attorneys currently with this firm who have represented the Buyer in connection with the Transaction Documents. No inference as to our knowledge of the existence or absence of any fact should be drawn from the fact of our representation of Buyer. Moreover, we have not, for purposes of our opinions below, (i) searched computerized or electronic databases for the docket or records of any court, Governmental Authority, regulatory body, or other filing office in any jurisdiction; or (ii) undertaken any further inquiry other than as stated herein. In rendering our opinion set forth in Paragraph 1 below as to the good standing of Buyer, we have relied exclusively on certificates of public officials, although we have not obtained tax good standing certificates and no opinion is provided with respect to tax good standing.

The opinions and statements expressed herein are subject to the following assumptions, comments, conditions, exceptions, qualifications and limitations:

(a) We do not express any opinion with respect to the enforceability of the Purchase Agreement under any federal or state law.

(b) We do not express any opinion with respect to any federal or state Securities laws.

(c) Our opinions are subject to the qualification that: (i) the enforceability of any instrument referred to herein is subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting the enforceability of creditors' rights generally, to the effect of general equitable principles (whether arising in a proceeding at law or in equity) and the availability of equitable remedies; and (ii) particular provisions of the documents referred to herein may not be enforceable in accordance with their terms and the availability of certain rights and remedies may be limited by state law, none of which limitations will materially interfere with the practical realization of the benefits or the security provided by the Transaction Documents, subject to each and all of the qualifications and limitations set forth herein and subject to the economic consequences of any delay that may result from applicable laws, rules, or judicial decisions.

(d) The enforceability of any instrument referred to herein may be limited by (i) statutes or public policy limiting a person's right to waive the benefits of statutory provisions or common law rights; (ii) the unenforceability under certain circumstances of provisions in the Transaction Documents to the effect that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of the right or remedy; (iii) the unenforceability under certain circumstances under state or federal law, or court decisions, of provisions in the Transaction Documents indemnifying, or prospectively releasing, a party against liability for its own wrongful or negligent acts or where the release or indemnification is contrary to public

policy; or (iv) a court's refusal to enforce, or limit the application of a contract or any clause of a contract which the court finds to have been unconscionable at the time it was made or at the time of enforcement, result in a breach of the peace or otherwise be contrary to public policy, at the time it was made or at the time of enforcement.

(e) Applicable statutes may preclude the collection of reasonable attorneys' fees and other collection costs or a court may refuse to enforce or may limit the application of a contract regarding the attorneys' fees and other collection costs referred to in the Transaction Documents to the extent the same are unreasonable, unconscionable or unenforceable at the time of the execution of the Transaction Documents.

(f) We have assumed and relied upon the accuracy of all factual information set forth in the Transaction Documents, instruments and certificates referred to herein. In reviewing the Transaction Documents, Corporate Records, Due Diligence Information, and instruments and certificates that are directly related thereto, we have assumed the genuineness of all signatures and initials thereon, including signatures of representatives for Buyer, the genuineness of all notaries contained thereon, conformance of all copies with the original thereof and originals to all copies thereof, and the accuracy of all statements, representations and warranties contained therein. We have further assumed that all certificates, documents and instruments dated prior to the date hereof remain accurate and correct on the date hereof. We have further assumed that all Due Diligence Information, which is part of any official public record, is accurate, complete and authentic (including proper indexing and filing).

(g) We have assumed the due authorization, execution and delivery of the Transaction Documents described above by the parties thereto other than Buyer, and the due corporate or other existence of the parties thereto other than Buyer, and the power and full legal right of such parties other than Buyer, under all applicable laws and regulations (without approvals, or authorizations, consents or other orders of any public or private body or board other than those previously obtained) to execute, deliver and perform all of such parties' obligations under such documents. In addition, we have assumed all natural persons who have executed the Transaction Documents had or have sufficient legal capacity to enter into and perform the obligations described in such documents.

(h) We have assumed any required consent, approval or authorization of, notice or declaration to, license from, or filing or registration with, any Governmental Authority which any party to the Transaction Documents is required to obtain, give or make has been duly obtained, given or made, as appropriate, and any applicable notice or appeal period has passed. In addition, to the extent that the assignment or encumbrance of any licenses, franchises, leases, plans, specifications, operating agreements, service contracts, accounts, contract rights, general intangibles, or other contracts, claims, property, rights or interests which the Transaction Documents purport to assign or encumber requires the consent of another party, we have assumed such consents have been obtained.

(i) We have assumed the validity or enforceability of any provision in the Transaction Documents that allows any party thereto to recover from another party or charge to another party attorneys' fees.

(j) We have assumed that there exists valid and lawful consideration for the parties to the Transaction Documents to enter into the Transaction Documents.

(k) We have assumed that there is no agreement, course of dealing or performance, or usage of trade defining, supplementing, amending, modifying, waiving or qualifying the terms of any of the Transaction Documents. In rendering this opinion we have also assumed that the Transaction Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the Transaction as reflected in the Transaction Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Transaction Documents.

(l) We have assumed the absence of any circumstance (such as, but not limited to, fraud in the inducement, duress, waiver, estoppel, unintentional or intentional mistake, criminal activity, or failure of consideration) extrinsic to the Transaction Documents that might give rise to a defense against enforcement of the Transaction Documents.

(m) We have assumed that the conduct of each of the parties to the Transaction Documents has complied with any requirement of good faith, fair dealing and conscionability, and that the parties to the Transaction Documents will comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Transaction Documents.

(n) We have assumed that the opinion recipient has acted in good faith and without notice of any defense against enforcement of any rights created by, or any adverse claim to any property transferred as a part of, or contemplated by, the Transaction Documents.

(o) We express no opinion as to the statutes, administrative decisions, and rules and regulations of any county, municipal and special political subdivisions.

(p) The enforceability of the Transaction Documents is subject to standards of commercial reasonableness and statutes and judicial decisions affecting the enforcement of contracts generally.

(q) Any provision of the Transaction Documents requiring that waivers must be in writing may not be binding or enforceable if a non-executory oral agreement has been created, modifying any such provision or an implied agreement by trade practice or course of conduct has given rise to a waiver.

(r) We express no opinion as to the enforceability of any provision in the Transaction Documents.

Based on the foregoing, and qualified in the manner and to the extent set forth herein, we are of the opinion that:

1. Buyer is a corporation existing and in good standing under the laws of the State of Colorado with all requisite corporate power and authority to own the properties and assets it now owns and to carry on its operations as presently conducted or contemplated.

2. The execution, delivery and performance by Buyer of the Transaction Documents have been duly authorized by all necessary corporate action and resolution. Buyer has the right, power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated thereby.

3. The Transaction Documents have been duly executed and delivered by Buyer and constitute a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms.

4. The execution, delivery and performance by Buyer of the Transaction Documents and the consummation of the transactions contemplated thereby (a) do not violate or conflict with any provision of Buyer's Articles of Incorporation or Bylaws; and (b) to our actual knowledge, do not violate or conflict with any order, decree, loan agreement, lease or other material agreement to which Buyer either is a party or may be bound.

This letter is furnished to you at your request and is intended solely for your information and for your use in connection with the transaction described herein, and may not be relied upon by any other person or for any other purpose without our prior written consent. This letter is a confidential communication and is not to be quoted in whole or in part or otherwise referred to, furnished, used, reproduced, distributed or disclosed, nor is it to be filed with any Governmental Authority or any other person other than those set forth herein, without the prior written consent of this law firm.

The information set forth herein is as of the date of this letter, and we undertake no obligation or responsibility to update or supplement this opinion in response to or to make you aware of subsequent changes in the status of Buyer, the law, or future events or information affecting the transactions contemplated by the Transaction Documents occurring after the date of this letter. We have conducted no investigation or review of the business of Buyer except as specifically delineated in this letter. The foregoing opinion should not be construed as relating to any matter other than the specific matters discussed herein.

Very truly yours,

Polsinelli Shughart PC

\_\_\_\_\_, 2012

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\_\_\_\_\_  
\_\_\_\_\_

**Re: Sale of Stock of SoundPath Health, Inc.**

Ladies and Gentlemen:

We are counsel to SoundPath Health, Inc., a Washington corporation ("Company"), in connection with the Stock Purchase Agreement dated as of October \_\_\_\_, 2012 (the "Purchase Agreement"), by and among the Company, Northwest Physician Network of Washington, LLC, a Washington limited liability company ("NPN"), Physicians of Southwest Washington, LLC, a Washington limited liability company ("PSW"), and CollabHealth Plan Services, Inc., a Colorado corporation ("Buyer"), pursuant to which NPN and PSW are selling and the Buyer is purchasing that number of Class A shares of the Company that will equal [fifty-five and 6/10 percent (55.60%)] of the issued and outstanding shares of the Class A stock of the Company (the "Transaction").

This opinion is being furnished to you pursuant to Section 1.7(a)(xxi) of the Purchase Agreement. All terms used herein but not defined have the meanings ascribed to such terms in the Purchase Agreement unless otherwise expressly stated or defined herein or unless otherwise clearly required by the context.

In our capacity, as counsel to the Company, we have only reviewed and relied solely on: (i) copies of the Articles of Incorporation of the Company and amendments thereto, and its Bylaws, and any amendments thereto, which such Bylaws have been certified to be correct and complete by the Secretary of the Company; (ii) the Purchase Agreement; (iii) the Other Transaction Documents; (iv) a certificate of existence from the Washington Secretary of State dated \_\_\_\_\_, 2012, indicating that the Company is in good standing in the State of Washington; (v) copies of minutes of the meeting of the \_\_\_\_\_ of the Company at which actions were taken with respect to the Transaction Documents; and (vi) a certificate of an officer of the Company, a copy of which is attached hereto (the "Officer's Certificate").

The documents listed in clause (i) are sometimes collectively referred to herein as the "Corporate Records." The documents listed in clauses (ii) through (iii) are collectively called the "Transaction Documents." The documents listed in clauses (iv) through (vi) are collectively referred to herein as the "Due Diligence Information." We have assumed that the forms of the Transaction Documents executed and delivered at the closing shall be the same forms as have been provided to us.

We call your attention to the fact that, to the extent specifically qualified and limited below in Paragraphs (a) through (o) and in the specific opinions rendered, we did not conduct an investigation that independently confirms the facts upon which we render this opinion and, we have relied upon the representations and warranties as to factual matters contained in and made by the Company in the Transaction Documents and the Officer's Certificate, together with certain representations and statements made to us by public officials as to factual matters material to the opinions expressed herein.

We have not, for purposes of our opinions below, (i) searched computerized or electronic databases for the docket or records of any court, Governmental Authority, regulatory body, or other filing office in any jurisdiction; or (ii) undertaken any further inquiry other than as stated herein. In rendering our opinion set forth in Paragraph 1 below as to the good standing of the Company, we have relied exclusively on certificates of public officials, although we have not obtained tax status certificates and no opinion is provided with respect to tax status.

The opinions and statements expressed herein are subject to the following assumptions, comments, conditions, exceptions, qualifications and limitations:

(a) We do not express any opinion with respect to any federal or state Securities laws.

(b) Our opinions are subject to the qualification that: (i) the enforceability of any instrument referred to herein is subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting the enforceability of creditors' rights generally, to the effect of general equitable principles (whether arising in a proceeding at law or in equity) and the availability of equitable remedies; and (ii) particular provisions of the documents referred to herein may not be enforceable in accordance with their terms and the availability of certain rights and remedies may be limited by state law, none of which limitations will materially interfere with the practical realization of the benefits or the security provided by the Transaction Documents, subject to each and all of the qualifications and limitations set forth herein and subject to the economic consequences of any delay that may result from applicable laws, rules, or judicial decisions.

(c) The enforceability of any instrument referred to herein may be limited by (i) statutes or public policy limiting a person's right to waive the benefits of statutory provisions or common law rights; (ii) the unenforceability under certain circumstances of provisions in the Transaction Documents to the effect that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of the right or remedy; (iii) the unenforceability under certain circumstances under state or federal law, or court decisions, of provisions in the Transaction Documents indemnifying, or prospectively releasing, a party against liability for its own wrongful or negligent acts or where the release or indemnification is contrary to public policy; or (iv) a court's refusal to enforce, or limit the application of a contract or any clause of a contract which the court finds to have been unconscionable at the time it was made or at the time of enforcement, result in a breach of the peace or otherwise be contrary to public policy, at the time it was made or at the time of enforcement.

(d) Applicable statutes may preclude the collection of reasonable attorneys' fees and other collection costs or a court may refuse to enforce or may limit the application of a contract regarding the attorneys' fees and other collection costs referred to in the Transaction Documents to the extent the same are unreasonable, unconscionable or unenforceable at the time of the execution of the Transaction Documents.

(e) We have assumed and relied upon the accuracy of all factual information set forth in the Transaction Documents, instruments and certificates referred to herein. In reviewing the Transaction Documents, Corporate Records, Due Diligence Information, and instruments and certificates that are directly related thereto, we have assumed the genuineness of all signatures and initials thereon, including signatures of representatives for the Company, the genuineness of all notaries contained thereon, conformance of all copies with the original thereof and originals to all copies thereof, and the accuracy of all statements, representations and warranties contained therein. We have further assumed that all certificates, documents and instruments dated prior to the date hereof remain accurate and correct on the date hereof. We have further assumed that all Due Diligence Information, which is part of any official public record, is accurate, complete and authentic (including proper indexing and filing).

(f) We have assumed the due authorization, execution and delivery of the Transaction Documents described above by the parties thereto other than the Company, and the due corporate or other existence of the parties thereto other than the Company, and the power and full legal right of such parties other than the Company, under all applicable laws and regulations (without approvals, or authorizations, consents or other orders of any public or private body or board other than those previously obtained) to execute, deliver and perform all of such parties' obligations under such documents. In addition, we have assumed all natural persons who have executed the Transaction Documents had or have sufficient legal capacity to enter into and perform the obligations described in such documents.

(g) We have assumed any required consent, approval or authorization of, notice or declaration to, license from, or filing or registration with, any Governmental Authority which any party to the Transaction Documents is required to obtain, give or make has been duly obtained, given or made, as appropriate, and any applicable notice or appeal period has passed. In addition, to the extent that the assignment or encumbrance of any licenses, franchises, leases, plans, specifications, operating agreements, service contracts, accounts, contract rights, general intangibles, or other contracts, claims, property, rights or interests which the Transaction Documents purport to assign or encumber requires the consent of another party, we have assumed such consents have been obtained.

(h) We have assumed the validity or enforceability of any provision in the Transaction Documents that allows any party thereto to recover from another party or charge to another party attorneys' fees.

(i) We have assumed that there exists valid and lawful consideration for the parties to the Transaction Documents to enter into the Transaction Documents.

(j) We have assumed that there is no agreement, course of dealing or performance, or usage of trade defining, supplementing, amending, modifying, waiving or qualifying the terms of any of the Transaction Documents. In rendering this opinion we have also assumed that the Transaction Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the Transaction as reflected in the Transaction Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Transaction Documents.

(k) We have assumed the absence of any circumstance (such as, but not limited to, fraud in the inducement, duress, waiver, estoppel, unintentional or intentional mistake, criminal activity, or failure of consideration) extrinsic to the Transaction Documents that might give rise to a defense against enforcement of the Transaction Documents.

(l) We have assumed that the conduct of each of the parties to the Transaction Documents has complied with any requirement of good faith, fair dealing and conscionability, and that the parties to the Transaction Documents will comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Transaction Documents.

(m) We have assumed that the opinion recipient has acted in good faith and without notice of any defense against enforcement of any rights created by, or any adverse claim to any property transferred as a part of, or contemplated by, the Transaction Documents.

(n) We express no opinion as to the statutes, administrative decisions, and rules and regulations of any county, municipal and special political subdivisions.

(o) Any provision of the Transaction Documents requiring that waivers must be in writing may not be binding or enforceable if a non-executory oral agreement has been created, modifying any such provision or an implied agreement by trade practice or course of conduct has given rise to a waiver.

Based on the foregoing, and qualified in the manner and to the extent set forth herein, we are of the opinion that:

1. The Company is a corporation that has remained active and has complied with all filing requirements of the Washington Secretary of State with all requisite corporate power and authority to own the properties and assets it now owns and to carry on its business as presently conducted or contemplated.

2. Immediately preceding the Closing of the Transaction Documents, the authorized Class A stock of the Company consists of one million two hundred thousand (1,200,000) shares, \$10.00 par value, of which nine hundred ten thousand (910,000) shares (the "Shares") are issued and outstanding. Of the issued and outstanding Shares, three hundred seventy-three thousand one hundred (373,100) Shares are owned by NPN, and five hundred thirty-six thousand nine

hundred (536,900) Shares are owned by PSW. All of the issued and outstanding Shares have been duly authorized, validly issued and are fully paid and were not issued in violation of the preemptive rights of any Person.

3. The execution, delivery and performance by the Company of the Transaction Documents are within the Company's corporate power and have been duly authorized by all necessary company and member action and resolution. The Company has the right, power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated thereby.

4. The Transaction Documents have been duly executed and delivered by the Company and constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their respective terms.

5. The execution, delivery and performance by the Company of the Transaction Documents and the consummation of the transactions contemplated thereby (a) do not violate or conflict with any provision of the Company's Articles of Incorporation, as amended or the Bylaws, as amended; and (b) to our actual knowledge, do not violate or conflict with any order, decree, loan agreement, lease or other material agreement to which the Company either is a party or may be bound.

6. The Transaction Documents are enforceable under Washington law.

7. All authorizations, approvals, permits or consents, if any, of any Governmental Authority required to be obtained by the Company prior to the Closing Date in connection with the transactions contemplated by the Purchase Agreement and the Company's Other Transaction Documents have been obtained by the Company.

This letter is furnished to you at your request and is intended solely for your information and for your use in connection with the transaction described herein, and may not be relied upon by any other person or for any other purpose without our prior written consent. This letter is a confidential communication and is not to be quoted in whole or in part or otherwise referred to, furnished, used, reproduced, distributed or disclosed, nor is it to be filed with any Governmental Authority or any other person other than those set forth herein, without the prior written consent of this law firm.

The information set forth herein is as of the date of this letter, and we undertake no obligation or responsibility to update or supplement this opinion in response to or to make you aware of subsequent changes in the status of the Company, the law, or future events or information affecting the transactions contemplated by the Transaction Documents occurring after the date of this letter. We have conducted no investigation or review of the business of the Company except as specifically delineated in this letter. The foregoing opinion should not be construed as relating to any matter other than the specific matters discussed herein.

Very truly yours,

**PRELIMINARY DRAFT**

Carney Badley Spellman, P.S.



\_\_\_\_\_, 2012

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**Re: Sale of Stock of SoundPath Health, Inc.**

Ladies and Gentlemen:

We are counsel to SoundPath Health, Inc., a Washington corporation ("Company"), in connection with the Stock Purchase Agreement dated as of October \_\_\_\_, 2012 (the "Purchase Agreement"), by and among the Company, Northwest Physician Network of Washington, LLC, a Washington limited liability company ("NPN"), Physicians of Southwest Washington, LLC, a Washington limited liability company ("PSW"), and CollabHealth Plan Services, Inc., a Colorado corporation ("Buyer"), pursuant to which NPN and PSW are selling and the Buyer is purchasing that number of Class A shares of the Company that will equal [**fifty-five and 6/10 percent (55.60%)**] of the issued and outstanding shares of the Class A stock of the Company (the "Transaction").

This opinion is being furnished to you pursuant to Section 1.7(a)(xxi) of the Purchase Agreement. All terms used herein but not defined have the meanings ascribed to such terms in the Purchase Agreement unless otherwise expressly stated or defined herein or unless otherwise clearly required by the context.

In our capacity, as counsel to the Company, we have only reviewed and relied solely on: (i) copies of the Articles of Incorporation of the Company and amendments thereto, and its Bylaws, and any amendments thereto, which such Bylaws have been certified to be correct and complete by the Secretary of the Company; (ii) the Purchase Agreement; (iii) the Other Transaction Documents; (iv) a certificate of existence from the Washington Secretary of State dated \_\_\_\_\_, 2012, indicating that the Company is in good standing in the State of Washington; (v) copies of minutes of the meeting of the \_\_\_\_\_ of the Company at which actions were taken with respect to the Transaction Documents; and (vi) a certificate of an officer of the Company, a copy of which is attached hereto (the "Officer's Certificate").

The documents listed in clause (i) are sometimes collectively referred to herein as the "Corporate Records." The documents listed in clauses (ii) through (iii) are collectively called the "Transaction Documents." The documents listed in clauses (iv) through (vi) are collectively referred to herein as the "Due Diligence Information." We have assumed that the forms of the Transaction Documents executed and delivered at the closing shall be the same forms as have been provided to us.

We call your attention to the fact that, to the extent specifically qualified and limited below in Paragraphs (a) through (o) and in the specific opinions rendered, we did not conduct an investigation that independently confirms the facts upon which we render this opinion and, we have relied upon the representations and warranties as to factual matters contained in and made by the Company in the Transaction Documents and the Officer's Certificate, together with certain representations and statements made to us by public officials as to factual matters material to the opinions expressed herein.

We have not, for purposes of our opinions below, (i) searched computerized or electronic databases for the docket or records of any court, Governmental Authority, regulatory body, or other filing office in any jurisdiction; or (ii) undertaken any further inquiry other than as stated herein. In rendering our opinion set forth in Paragraph 1 below as to the good standing of the Company, we have relied exclusively on certificates of public officials, although we have not obtained tax status certificates and no opinion is provided with respect to tax status.

The opinions and statements expressed herein are subject to the following assumptions, comments, conditions, exceptions, qualifications and limitations:

(a) We do not express any opinion with respect to any federal or state Securities laws.

(b) Our opinions are subject to the qualification that: (i) the enforceability of any instrument referred to herein is subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting the enforceability of creditors' rights generally, to the effect of general equitable principles (whether arising in a proceeding at law or in equity) and the availability of equitable remedies; and (ii) particular provisions of the documents referred to herein may not be enforceable in accordance with their terms and the availability of certain rights and remedies may be limited by state law, none of which limitations will materially interfere with the practical realization of the benefits or the security provided by the Transaction Documents, subject to each and all of the qualifications and limitations set forth herein and subject to the economic consequences of any delay that may result from applicable laws, rules, or judicial decisions.

(c) The enforceability of any instrument referred to herein may be limited by (i) statutes or public policy limiting a person's right to waive the benefits of statutory provisions or common law rights; (ii) the unenforceability under certain circumstances of provisions in the Transaction Documents to the effect that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of the right or remedy; (iii) the unenforceability under certain circumstances under state or federal law, or court decisions, of provisions in the Transaction Documents indemnifying, or prospectively releasing, a party against liability for its own wrongful or negligent acts or where the release or indemnification is contrary to public policy; or (iv) a court's refusal to enforce, or limit the application of a contract or any clause of a contract which the court finds to have been unconscionable at the time it was made or at the time of enforcement, result in a breach of the peace or otherwise be contrary to public policy, at the time it was made or at the time of enforcement.

(d) Applicable statutes may preclude the collection of reasonable attorneys' fees and other collection costs or a court may refuse to enforce or may limit the application of a contract regarding the attorneys' fees and other collection costs referred to in the Transaction Documents to the extent the same are unreasonable, unconscionable or unenforceable at the time of the execution of the Transaction Documents.

(e) We have assumed and relied upon the accuracy of all factual information set forth in the Transaction Documents, instruments and certificates referred to herein. In reviewing the Transaction Documents, Corporate Records, Due Diligence Information, and instruments and certificates that are directly related thereto, we have assumed the genuineness of all signatures and initials thereon, including signatures of representatives for the Company, the genuineness of all notaries contained thereon, conformance of all copies with the original thereof and originals to all copies thereof, and the accuracy of all statements, representations and warranties contained therein. We have further assumed that all certificates, documents and instruments dated prior to the date hereof remain accurate and correct on the date hereof. We have further assumed that all Due Diligence Information, which is part of any official public record, is accurate, complete and authentic (including proper indexing and filing).

(f) We have assumed the due authorization, execution and delivery of the Transaction Documents described above by the parties thereto other than the Company, and the due corporate or other existence of the parties thereto other than the Company, and the power and full legal right of such parties other than the Company, under all applicable laws and regulations (without approvals, or authorizations, consents or other orders of any public or private body or board other than those previously obtained) to execute, deliver and perform all of such parties' obligations under such documents. In addition, we have assumed all natural persons who have executed the Transaction Documents had or have sufficient legal capacity to enter into and perform the obligations described in such documents.

(g) We have assumed any required consent, approval or authorization of, notice or declaration to, license from, or filing or registration with, any Governmental Authority which any party to the Transaction Documents is required to obtain, give or make has been duly obtained, given or made, as appropriate, and any applicable notice or appeal period has passed. In addition, to the extent that the assignment or encumbrance of any licenses, franchises, leases, plans, specifications, operating agreements, service contracts, accounts, contract rights, general intangibles, or other contracts, claims, property, rights or interests which the Transaction Documents purport to assign or encumber requires the consent of another party, we have assumed such consents have been obtained.

(h) We have assumed the validity or enforceability of any provision in the Transaction Documents that allows any party thereto to recover from another party or charge to another party attorneys' fees.

(i) We have assumed that there exists valid and lawful consideration for the parties to the Transaction Documents to enter into the Transaction Documents.

(j) We have assumed that there is no agreement, course of dealing or performance, or usage of trade defining, supplementing, amending, modifying, waiving or qualifying the terms of any of the Transaction Documents. In rendering this opinion we have also assumed that the Transaction Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the Transaction as reflected in the Transaction Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Transaction Documents.

(k) We have assumed the absence of any circumstance (such as, but not limited to, fraud in the inducement, duress, waiver, estoppel, unintentional or intentional mistake, criminal activity, or failure of consideration) extrinsic to the Transaction Documents that might give rise to a defense against enforcement of the Transaction Documents.

(l) We have assumed that the conduct of each of the parties to the Transaction Documents has complied with any requirement of good faith, fair dealing and conscionability, and that the parties to the Transaction Documents will comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Transaction Documents.

(m) We have assumed that the opinion recipient has acted in good faith and without notice of any defense against enforcement of any rights created by, or any adverse claim to any property transferred as a part of, or contemplated by, the Transaction Documents.

(n) We express no opinion as to the statutes, administrative decisions, and rules and regulations of any county, municipal and special political subdivisions.

(o) Any provision of the Transaction Documents requiring that waivers must be in writing may not be binding or enforceable if a non-executory oral agreement has been created, modifying any such provision or an implied agreement by trade practice or course of conduct has given rise to a waiver.

Based on the foregoing, and qualified in the manner and to the extent set forth herein, we are of the opinion that:

1. The Company is a corporation that has remained active and has complied with all filing requirements of the Washington Secretary of State with all requisite corporate power and authority to own the properties and assets it now owns and to carry on its business as presently conducted or contemplated.

2. Immediately preceding the Closing of the Transaction Documents, the authorized Class A stock of the Company consists of one million two hundred thousand (1,200,000) shares, \$10.00 par value, of which nine hundred ten thousand (910,000) shares (the "Shares") are issued and outstanding. Of the issued and outstanding Shares, three hundred seventy-three thousand one hundred (373,100) Shares are owned by NPN, and five hundred thirty-six thousand nine

hundred (536,900) Shares are owned by PSW. All of the issued and outstanding Shares have been duly authorized, validly issued and are fully paid and were not issued in violation of the preemptive rights of any Person.

3. The execution, delivery and performance by the Company of the Transaction Documents are within the Company's corporate power and have been duly authorized by all necessary company and member action and resolution. The Company has the right, power and authority to execute, deliver and perform the Transaction Documents and to consummate the transactions contemplated thereby.

4. The Transaction Documents have been duly executed and delivered by the Company and constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their respective terms.

5. The execution, delivery and performance by the Company of the Transaction Documents and the consummation of the transactions contemplated thereby (a) do not violate or conflict with any provision of the Company's Articles of Incorporation, as amended or the Bylaws, as amended; and (b) to our actual knowledge, do not violate or conflict with any order, decree, loan agreement, lease or other material agreement to which the Company either is a party or may be bound.

6. The Transaction Documents are enforceable under Washington law.

7. All authorizations, approvals, permits or consents, if any, of any Governmental Authority required to be obtained by the Company prior to the Closing Date in connection with the transactions contemplated by the Purchase Agreement and the Company's Other Transaction Documents have been obtained by the Company.

This letter is furnished to you at your request and is intended solely for your information and for your use in connection with the transaction described herein, and may not be relied upon by any other person or for any other purpose without our prior written consent. This letter is a confidential communication and is not to be quoted in whole or in part or otherwise referred to, furnished, used, reproduced, distributed or disclosed, nor is it to be filed with any Governmental Authority or any other person other than those set forth herein, without the prior written consent of this law firm.

The information set forth herein is as of the date of this letter, and we undertake no obligation or responsibility to update or supplement this opinion in response to or to make you aware of subsequent changes in the status of the Company, the law, or future events or information affecting the transactions contemplated by the Transaction Documents occurring after the date of this letter. We have conducted no investigation or review of the business of the Company except as specifically delineated in this letter. The foregoing opinion should not be construed as relating to any matter other than the specific matters discussed herein.

Very truly yours,

Carney Badley Spellman, P.S.