

AMENDED AND RESTATED SECURED PROMISSORY NOTE

\$600,000.00

January 14, 2013

For value received, NORTHWEST PHYSICIANS NETWORK OF WASHINGTON, LLC, a Washington limited liability company ("**Maker**"), hereby promises to pay to the order of COLLABHEALTH PLAN SERVICES, INC., a Colorado corporation (together with its successors and assigns, "**Holder**"), at its office at 198 Inverness Drive West, Englewood, CO 80122, or at such other place as Holder may from time to time designate, the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) or such lesser amount, with ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to be advanced on or about October 18, 2012 and with FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) to be advanced only if that certain Stock Purchase Agreement dated October 18, 2012 (the "**Stock Purchase Agreement**") between Maker, Holder, Soundpath Health, Inc., and Physicians of Southwest Washington, L.L.C., is not terminated on or before October 31, 2012, together with interest thereon, as provided herein, from the date set forth in Section 2 below until fully paid (the "**Indebtedness**"). This Amended and Restated Secured Promissory Note is given in renewal, extension, and replacement, but not extinguishment, of the amounts left owing and unpaid on that certain Secured Promissory Note dated October 18, 2012, in the stated maximum principal amount of \$600,000, executed and delivered by Maker and payable to the order of Holder, as the same has been modified prior to the date hereof.

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

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

2. **Calculation of Interest.** Interest shall accrue on the outstanding principal balance at the end of each day on which any amount is outstanding under this Note at the rate of six percent (6%) per annum (the "**Interest Rate**"). Interest shall be calculated on a daily basis (computed on the actual number of days elapsed over a year of 360 days), commencing on the date hereof, and shall be based upon the outstanding principal balance at the end of each day.

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

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

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

6. **Events of Default.** Any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Note: (a) Maker fails to timely pay as and when due any monetary obligation under this Note in accordance with the terms of this Note; (b) an "Event of Default" under any other Loan Document shall have occurred, and (c) Maker is unable to pay its debts generally as they become due, makes an assignment for the benefit of creditors, or an order, judgment, decree or injunction is entered adjudicating Maker bankrupt or insolvent or requiring the dissolution or split up of Maker or preventing Maker from conducting all or any part of its business; or any order for relief with respect to Maker is entered under the Federal Bankruptcy Code; or Maker petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of Maker, or of any substantial part of the assets of Maker, or commences any proceeding relating to Maker under any bankruptcy reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar laws of any jurisdiction now or hereafter in effect; or any such petition or application is filed, or any such proceeding is commenced, against Maker and either (i) Maker by any act indicates its approval

thereof, consent thereto or acquiescence therein or (ii) such petition, application or proceeding is not dismissed within sixty (60) days.

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

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

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

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

10. **Governing Law; Consent to Forum.** This Note shall be governed by the laws of the State of Washington without giving effect to any choice of law rules thereof; provided, however, that if any of the collateral securing the Indebtedness shall be located in any jurisdiction other than Washington, the laws of such jurisdiction shall govern the method, manner and procedure for foreclosure of Holder's security interest, lien or mortgage upon such collateral and the enforcement of Holder's other remedies in respect of such collateral to the extent that the laws of such jurisdiction are different from or inconsistent with the laws of Washington. AS PART OF THE CONSIDERATION FOR NEW VALUE THIS DAY RECEIVED, MAKER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN TACOMA, WASHINGTON. MAKER WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. MAKER FURTHER AGREES NOT TO ASSERT AGAINST HOLDER (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY HOLDER) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS NOTE, THE OTHER LOAN DOCUMENTS, HOLDER'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

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

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

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

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

15. Miscellaneous.

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

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

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

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

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

[Separate Signature Page Follows.]

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

MAKER:

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

By: Patricia C. Briggs
Name: Patricia C. Briggs
Title: CEO

Amendment Approved:

COLLABHEALTH PLAN SERVICES, INC.

By: Juan Serrano
Name: JUAN SERRANO
Title: SVP + CEO CollabHealth
Date: 1/12/2013