

**FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT**

This FIRST AMENDMENT TO THE ASSET PURCHASE AGREEMENT (this "First Amendment") is made and entered into as of February 26, 2013, by and among NORTHWEST PHYSICIANS NETWORK OF WASHINGTON, LLC, a Washington limited liability company ("NPN"), PHYSICIANS OF SOUTHWEST WASHINGTON, L.L.C., a Washington limited liability company ("PSW," together with NPN, are collectively "Shareholders"), SOUNDPATH HEALTH, INC., a Washington corporation (the "Seller"), and COLLABHEALTH PLAN SERVICES, INC., a Colorado corporation ("Buyer").

RECITALS

WHEREAS, Shareholders, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of October 18, 2012 (the "Purchase Agreement");

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, pursuant to Section 12.1 of the Purchase Agreement, the Parties desire to amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties to this First Amendment agree as follows:

AGREEMENT

1. Amendment to Section 1.3. Section 1.3 is hereby amended by deleting Section 1.3 in its entirety and replacing it with the following:

"Section 1.3 The Closing.

(A) The Closing shall take place on such Business Day (the "Closing Date") and shall be deemed for all purposes to be effective at such time (the "Effective Time of Closing") determined as follows:

(i) If all of the conditions set forth in Article VIII hereof have either been fully satisfied and completed or waived in writing in accordance herewith (other than those conditions that can only be fulfilled at the Closing) and if Regulatory Approval (as defined in the Stock Purchase Agreement) is the last of such conditions to be satisfied and is obtained within the first ten (10) calendar days of the month (or the eleventh (11th) calendar day if the tenth (10th) calendar day falls on a Sunday), then the Closing Date shall be the date that is three (3) Business Days after receipt of Regulatory Approval and the Effective Time of Closing will be 12:00:01 a.m., Pacific Time, as of the first (1st) calendar day of the month in which Regulatory Approval occurred;

(ii) If all of the conditions set forth in Article VIII hereof have either been fully satisfied and completed or waived in writing in accordance herewith (other than

those conditions that can only be fulfilled at the Closing) and if Regulatory Approval is the last of such conditions to be satisfied and is obtained during the period beginning on the eleventh (11th) calendar day of the month (or the twelfth (12th) calendar day if the tenth (10th) calendar day falls on a Sunday), and ending on the fourth (4th) calendar day before the end of the month (for example, the 4th calendar day before the end of March is March 27th), then the Closing Date shall take place on the last Business Day of such month and the Effective Time of Closing will be 12:00:01 a.m., Pacific Time, on the first (1st) calendar day of the month immediately following the month in which Regulatory Approval occurred; or

(iii) If all of the conditions set forth in Article VIII hereof have either been fully satisfied and completed or waived in writing in accordance herewith (other than those conditions that can only be fulfilled at the Closing) and if Regulatory Approval is the last of such conditions to be satisfied and is obtained within three (3) calendar days before the end of the month, then the Closing Date shall be the date that is three (3) Business Days after the receipt of the Regulatory Approval and the Effective Time of Closing will be 12:00:01 a.m., Pacific Time, on the first (1st) calendar day of the month immediately following the month in which Regulatory Approval occurred.

(B) The Closing shall begin at 9:00 a.m. Pacific Time, on the Closing Date, at which time the Parties will exchange copies of the Transaction Documents and signature pages thereto by facsimile or other appropriate electronic means and the Buyer will deliver the Purchase Price as set forth herein, the receipt of which will be confirmed by telephone or electronic mail. The Parties agree to use their commercially reasonable efforts to cause the Closing to occur as soon as practicable and also agree that the Closing shall occur simultaneously with the closings of the transactions contemplated under the Stock Purchase Agreement and the R Shares SPA.

(C) All transfers of the Purchased Assets will be deemed to occur as of the Effective Time of Closing. Seller will retain the ownership and possession of, and bear all risk of loss or damage to, the Purchased Assets and will remain liable for all liabilities up to that certain date, which is the later of the Closing Date or the Effective Time of Closing.”

2. Amendment to Section 2.1. The first sentence of Section 2.1 is hereby amended by deleting “Closing Date” and replacing it with “that certain date, which is the later of the Closing Date or the Effective Time of Closing”.

3. Amendment to Article IV. The preamble to Article IV is hereby amended by deleting “Closing Date” and replacing it with “that certain date, which is the later of the Closing Date or the Effective Time of Closing”.

4. Amendment to Article V. The preamble to Article V is hereby amended by deleting “Closing Date” and replacing it with “that certain date, which is the later of the Closing Date or the Effective Time of Closing”.

5. Amendment to Section 6.1.

a. Section 6.1(D) is hereby amended by deleting Exhibit 6.1(D) in its entirety and replacing it with Exhibit 6.1(D) attached hereto.

- b. Section 6.1(E) is hereby amended by deleting Section 6.1(E) in its entirety and replacing it with “Intentionally omitted”.
- c. Sections 6.1(G), (H), (I), (J) and (K) are hereby amended by deleting such Sections in their entirety and replacing them with the following:

“(G) Assignment of Marquette Lease. An assignment and assumption agreement conveying Seller’s rights to Buyer under that certain (i) Master Lease Agreement No. MEF0981 dated as of September 16, 2011, (ii) Lease Schedule No. 001 dated as of September 16, 2011, (iii) Lease Schedule No. 002 dated as of September 16, 2011, (iv) Lease Schedule No. 003 dated as of September 16, 2011, and (v) Lease Schedule No. 004 dated as November 2, 2011, all by and between Marquette Equipment Finance, LLC (“Marquette”) and Seller (the “Assignment of Marquette Master Lease”), in the form set as set forth on Exhibit 6.1(G) attached hereto;

- (H) Intentionally omitted;
- (I) Intentionally omitted;
- (J) Intentionally omitted;
- (K) Intentionally omitted;”

6. Amendment to Section 6.2. Sections 6.2(H), (I), (J), and (K) are hereby amended by deleting such Sections in their entirety and replacing them with the following:

- “(H) Intentionally omitted;
- (I) Intentionally omitted;
- (J) Intentionally omitted;
- (K) Intentionally omitted;”

7. Amendment to Section 7.2. The fifth (5th) sentence of Section 7.2 is hereby amended by deleting “the Effective Time of Closing” and replacing it with “that certain date, which is the later of the Closing Date or the Effective Time of Closing”.

8. Amendment to Section 9.1. Section 9.1 is hereby amended by deleting Section 9.1(D) in its entirety and replacing it with the following:

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

provided, further, that the right to terminate this Agreement under this **Section 9.1(D)** will not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.”

9. Amendment to Section 10.2(A). Section 10.2(A) is hereby amended by deleting Section 10.2(A) in its entirety and replacing it with the following:

“(A) Seller shall make full and final settlements with all of its employees as of the date of the termination of Employee Leasing Agreement with respect to all liabilities and obligations relating to their employment with Seller, including without limitation, the payment of the value of the accrued vacation time with respect to the employees of Seller hired by Buyer upon termination of the Employee Leasing Agreement.”

10. Amendment to Section 11.2(C). Section 11.2(C) is hereby amended by deleting Section 11.2(C) in its entirety and replacing it with the following:

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

11. Amendment to Section 11.2(D). Section 11.2(D) is hereby amended by deleting “of as of the Effective Time of Closing” and replacing it with “or as of that certain date, which is the later of the Closing Date or the Effective Time of Closing”.

12. General. Except as modified herein, the Purchase Agreement remains in full force and effect. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. The captions and headings used in this First Amendment are inserted for convenience only and shall not be deemed to constitute part of this First Amendment or to affect the construction or interpretation hereof.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

SOUNDPATH HEALTH, INC.

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

SHAREHOLDERS:

**NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC**

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: _____
Name: _____
Title: _____

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

THE COMPANY:

SOUNDPATH HEALTH, INC.

By: _____
Name: _____
Title: _____

SELLERS:

**NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC**

By:  _____
Name: Patricia A. Briggs
Title: CEO

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

By: _____
Name: _____
Title: _____

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: _____
Name: _____
Title: _____

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THE COMPANY:

SOUNDPATH HEALTH, INC.

By: _____
Name: _____
Title: _____

SELLERS:

**NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC**

By: _____
Name: _____
Title: _____

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

By: Marrella Cummings
Name: Marrella Cummings
Title: CEO

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: _____
Name: _____
Title: _____

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

SELLER:

SOUNDPATH HEALTH, INC.

By: _____
Name: _____
Title: _____

SHAREHOLDERS:

**NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC**

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: 
Name: Mark Bjorason
Title: CEO