

**SECOND AMENDMENT TO
STOCK PURCHASE AGREEMENT**

This SECOND AMENDMENT TO THE STOCK PURCHASE AGREEMENT (this "Second 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 "Sellers"), SOUNDPATH HEALTH, INC., a Washington corporation (the "Company"), and COLLABHEALTH PLAN SERVICES, INC., a Colorado corporation ("Buyer").

RECITALS

WHEREAS, Sellers, Buyer and the Company are parties to that certain Stock Purchase Agreement dated as of October 18, 2012, as amended by that certain First Amendment to the Stock Purchase Agreement dated as of October 31, 2012 (collectively, 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 9.1 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 Second Amendment agree as follows:

AGREEMENT

1. Amendment to Section 1.1. Section 1.1 is hereby amended by deleting Section 1.1 in its entirety and replacing it with the following:

"Section 1.1 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 V 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 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 V 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 V 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 Other 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.”

2. Amendment to Section 1.5(a)(i). Section 1.5(a)(i) is hereby amended by deleting it in its entirety and replacing it with the following:

“(i) The “Working Capital Difference Amount” will be equal to (A) the Working Capital as of the Effective Time of Closing, *minus* (B) \$4,700,000.”

3. Amendment to Section 1.5(b). Section 1.5(b) is hereby amended by deleting it in its entirety and replacing it with the following:

“(b) Sellers will prepare and will cause Moss Adams, LLP, the Company’s certified public accountants, to review and analyze the consolidated financial statements (“Closing Financial Statements”) of the Company as of the Effective Time of Closing and for the period from June 30, 2012 through the Effective Time of Closing, including a computation of the Working Capital as of the Effective Time of Closing. Sellers will deliver the Closing Financial Statements to Buyer within forty-five (45) days after the Closing Date.”

4. Amendments to Section 1.7.
 - a. Sections 1.7(a)(xi) and (xii) are hereby amended by deleting Sections 1.7 (a)(xi) and (xii) in their entirety and replacing them with the following:
 - “(xi) Intentionally omitted;
 - (xii) Intentionally omitted;”
 - b. Section 1.7(a)(xv) is hereby amended by deleting Exhibit 1.7(a)(xv) in its entirety and replacing it with Exhibit 1.7(a)(xv) attached hereto.
5. Amendment to Article II. The preamble to Article II 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”.
6. Amendment to Article III. The preamble to Article III 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”.
7. Amendment to Section 4.1. Section 4.1 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”.
8. Amendment to Section 4.7. Section 4.7 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”.
9. Amendment to Section 4.13. Section 4.13 is hereby amended by deleting the words “Four Hundred Seventy-Two Thousand Dollars (\$472,000)” and inserting therein “One Million Eighty-Seven Thousand, Four Hundred Forty-Five Dollars (\$1,087,445)”.
10. Amendment to Section 5.1. Section 5.1 is hereby amended by deleting Section 5.1(r) in its entirety and replacing it with the following:
 - “(r) The Company shall have adopted an amendment to its Change of Control Termination Policy, in form and substance previously agreed to by the Parties.”
11. Amendment to Section 6.1. Section 6.1 is hereby amended by deleting Section 6.1(d) in its entirety and replacing it with the following:
 - “(d) by either Buyer or Sellers 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 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 6.1(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.”

12. Amendment to Section 7.2(c). Section 7.2(c) is hereby amended by deleting Section 7.2(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 Company, Sellers 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;”

13. Amendment to Section 7.2(d). Section 7.2(d) is hereby amended by deleting Section 7.2(d) in its entirety and replacing it with the following:

“(d) any criminal conduct of the Company’s employees or former employees before or as of that certain date, which is the later of the Closing Date or the Effective Time of Closing, resulting in a criminal conviction (either prior or as of that certain date, which is the later of the Closing Date or the Effective Time of Closing); and”

14. General. Except as modified herein, the Purchase Agreement remains in full force and effect. This Second 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 Second Amendment are inserted for convenience only and shall not be deemed to constitute part of this Second Amendment or to affect the construction or interpretation hereof.

[SIGNATURE PAGE FOLLOWS]

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

SELLERS:

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

**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 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: Maricella Cummings
Name: Maricella CUMMINGS
Title: CSO

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: _____
Title: _____

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

By: _____
Name: _____
Title: _____

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: Mark D
Name: Mark Bjoranson
Title: CEO