

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT Eastern District of Virginia		PROOF OF CLAIM
Name of Debtor: Health Diagnostic Laboratory, Inc.	Case Number: 15-32919	<div style="color: blue; font-size: 1.2em; font-weight: bold;">RECEIVED</div> <div style="color: red; font-size: 1.2em; font-weight: bold;">JUL 27 2015</div> <div style="color: blue; font-size: 1.1em; font-weight: bold;">American Legal Claims</div> <div style="color: blue; font-size: 0.9em; font-weight: bold;">COURT USE ONLY</div>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): SunTrust Bank		
In re: HEALTH DIAGNOSTIC LABORATORY - HDL INC Case No: 15-32919 COURT FILED CLAIM 1021		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Richard E. Biemiller, Esquire Wolcott Rivers Gates 200 Bendix Rd., Ste. 300, Virginia Beach, VA 23452 Telephone number: (757) 497-6633 email: blemiller@wolriv.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>187,160.04</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>business credit card agreement</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____
Value of Property: \$ _____		Basis for perfection: _____
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
Amount entitled to priority: \$ _____		
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

B 10 (Official Form 10) (12/11)

2

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- ☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Richard E. Biemiller
Title: Counsel for Sun Trust Bank
Company: Wolcott Rivers Gates
Address and telephone number (if different from notice address above):

Telephone number: _____ email: _____

/s/ Richard E. Biemiller
(Signature)

07/27/2015
(Date)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.



**Commercial Card Agreement
Corporate Liability**

This Commercial Card Agreement ("Agreement") between SunTrust Bank ("Bank") and Health Diagnostic Laboratory, Inc. ("Company") located at 737 North 5th ST, Richmond VA 23219.

Recitals

- A. The Company has applied to the Bank for commercial card account services ("Program") to be established in the name of the Company.
- B. The Bank agrees to provide the Program to the Company under the terms and conditions stated below and the Schedules, Exhibits and Addendums attached to this Agreement, which are incorporated herein by this reference.

Terms and Conditions

1. Definitions.

- (a) "Activation Date" means the date the first Card is used by the Company for a purchase transaction.
- (b) "Affiliate" means any corporation or other entity which controls, is controlled by, or is under common control with, the Company. For purposes of this definition, "control" means direct or indirect ownership of more than 50% of the voting interest or economic interest in a corporation or more than 50% of the equity interests in the case of any other entity, or such other relationship whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.
- (c) "Authorized User" means any person other than a Cardholder, whom the Company or any Cardholder authorizes to use the Card.
- (d) "Card" or "Cards" means any physical card and/or Card Account issued by the Bank to the Company for its Cardholders.
- (e) "Card Account" means the account number established for each Card under the Company Account for posting Card transactions and other account activities.
- (f) "Card Credit Limit" means the credit limit of each Card Account in effect from time to time.
- (g) "Cardholder" or "Cardholders" mean the individual in whose name a Card is issued or who is designated by the Company as being expressly authorized to use a Card. The Company acknowledges that this definition of a Cardholder is for the purpose of this Agreement only and may not apply with respect to other commercial card services or features including the Network, Corporate Liability Waiver or Travel Insurance programs.
- (h) "Cardholder Agreement" means the agreement between the Bank and a Cardholder governing the use of a Card attached to this Agreement as Schedule D, as may be amended by the Bank from time to time.
- (i) "Cash Advances" means cash obtained from any financial institution, merchant, or automated teller machine ("ATM") or money orders, travelers checks or similar cash-like transactions.
- (j) "Charges" means all purchases and Cash Advances charged to the Company Account or Card Account.
- (k) "Company" means the Company described above and, if applicable, any of its Affiliates designated by the Company on the attached Schedule C. The Company shall have the right to amend Schedule C, to (i) delete one or more of its Affiliates upon written notice to the Bank; and (ii) add designated Affiliates upon the prior approval of the Bank.
- (l) "Company Account" means the account to be established by the Bank in the name of the Company. The Company Account includes one or more Card Accounts each with a specified account number.
- (m) "Company Credit Line" means the credit limit established for the Company.
- (n) "Confidential Information" means all non-public information regarding the parties and Personally Identifiable Information. Confidential Information does not include information that (i) is or becomes generally known to the public not as a result of a disclosure by either party, (ii) is rightfully in the possession of the receiving party prior to disclosure by the disclosing party without the obligation of confidentiality, (iii) is received by the receiving party in good faith and without restriction from a third party, not under a confidentiality obligation to the disclosing party and having the right to make such disclosure, (iv) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information, or (v) is disclosed with the prior written approval of the disclosing party.

(o) "Control Account(s)" means commercial card billing accounts that are billed directly to the Company. Multiple Control Accounts may be associated with the Company Account. Each Control Account may have multiple Card Accounts that are associated with each Control Account. Card transactions that post to Card Accounts that are associated with a Control Account are memo posted to the Card Account and billed to the applicable Control Account. In order for a card transaction to be authorized, there must be sufficient credit available on the Card Account as well as the Control Account.

(p) "Fees" mean the fees described on the attached Schedule B.

(q) "Network" means MasterCard Incorporated or Visa Inc, as identified on Schedule A. The Network is the payment system that the Program is processed on and the rules and standards surrounding its use.

(r) "Personally Identifiable Information" means the Company's Information obtained by the Bank by virtue of the Bank's provision of the services requested by the Company under this Agreement including Cardholder names, addresses, telephone numbers, email addresses, Card information, Card numbers, Credit Limits, account information and other personally identifying information.

(s) "Program Administrator" means the person(s) the Company designates on Schedule A, in connection with the day-to-day operation and administration of the Program as described in Section 4(b).

(t) "Unauthorized Use" means the use of a Card by a person other than a Cardholder or Authorized User who does not have actual, implied, or apparent authority for such use, and from which the Company, Cardholder and/or an Authorized User received no benefit, directly or indirectly.

2. Services.

(a) The Bank will establish a Company Account for the Company under the Program with the initial Company Credit Line and otherwise in the manner described in this Agreement, the Schedules, Exhibits and Addendums. The Bank shall have sole discretion over the management, operation, content and features of the Program and, subject to the terms of this Agreement, may from time to time modify any aspect of the Program.

(b) The Bank will lend money to the Company (and Cardholders) up to the Company Credit Line and Card Credit Limits by way of Charges to the Card Accounts in accordance with this Agreement. The Charges and Fees owed by Company may not exceed the Company Credit Line at any time. Notwithstanding Section 16 of this Agreement, the Bank reserves the right, in its sole discretion, to modify the Company Credit Line and/or the Card Credit Limits at any time, without prior notice.

3. Charges and Fees.

(a) The Company and its Cardholders may use the Cards to (i) charge the purchase of goods or services; and (ii) receive Cash Advances as indicated on Schedule A. Any such use of a Card, whether or not the Card was presented (such as Internet, mail or telephone order purchases) or the Cardholder's signature was obtained, or by use of a PIN, results in a Charge to the Card Account. For each Cash Advance, the Bank adds an additional Fee to the Cash Advance balance as described in Schedule B. The amount of the Cash Advance also may include a surcharge imposed by the merchant.

(b) The Bank and Network convert any Charge made in a foreign currency into U.S. dollars using the conversion rate in effect on the day the transaction is posted to the Company Account or any Card Account (currently either a wholesale market rate or a government-mandated rate) and adds a Network conversion charge and the Bank's current conversion charge, not to exceed 2% of the Charge amount (the "Foreign Exchange Fee"). The currency conversion rate and Foreign Exchange Fee may not be the same as existed on the day the Cardholder made the transaction. The Bank and Network will use this procedure if a credit is subsequently given for the transaction. The currency conversion rate on the date of the original transaction may differ from the rate in effect on the date the credit was issued. The Bank will deduct the Foreign Exchange Fee from this credit amount. As a result, the amount of the credit may be different from the amount that was originally charged for the transaction. The amount of the transaction after conversion (including Foreign Exchange Fee) is shown on the statement as either a purchase or cash advance.

(c) Late Payment Fees. If the amount due in the periodic statement is not paid in full on or before the stated payment due date, the unpaid portion of the outstanding balance will be shown in subsequent periodic statements as a "past due amount". If the past due amount is greater than twenty-five dollars (\$25.00), a fixed dollar amount or percentage of the past due amount as described in the attached Schedule B ("Late Payment Fee") may be assessed to the Company Account or Card Account in the periodic statement. If the past due amount is not paid, the Late Payment Fee may be assessed in each subsequent periodic statement until full payment is made.

4. Company Responsibilities.

(a) By signing this Agreement, the Company is bound by all of the terms and conditions and any subsequent amendments. The Company agrees (and agrees to notify its Cardholders) that the Card may be used for business purposes only and shall not be used for personal, family or household purposes, or for any transaction illegal under state or federal law (such as casino gambling on the Internet). Additionally, the Cards and Accounts may not be used to transmit a bet or wager by any means which involves the use, in whole or in part, of the Internet. The Company hereby represents and warrants that any and all transactions involving use of the Cards or Accounts will not violate these prohibitions. The Company shall be solely responsible for establishing and monitoring internal procedures or guidelines for its Cardholders' use of the Cards. The Bank shall have no obligation to inquire or verify whether any use of a Card or any Charge to the Card Account complies with such procedures or guidelines, except as may be required by applicable law.

(b) The Company authorizes the Program Administrator(s) (designated on Schedule A) to complete, on behalf of the Company, documentation in connection with the day-to-day operation and administration of the Program (each a "Request"). The Bank may deal with any person who identifies himself/herself as a Program Administrator in all matters relating to the operation and administration of the Program and is entitled to rely on any Request or notice signed by any Program Administrator and on any instructions, authorization or information received from such person. The Bank is not responsible for any Program Administrator that exceeds the limits of their authority. The Company may change the person(s) designated as a Program Administrator by written notice to the Bank and any such change shall be effective upon receipt by the Bank of such notice, after the Bank has a reasonable opportunity to act.

(c) The Company recognizes that unencrypted email is inherently insecure and that all data communications and transfers occur openly and can be monitored, intercepted, rerouted, copied and read by others. If the Company chooses to communicate with the Bank using unencrypted email, the Company assumes the entire risk for its unencrypted electronic communications.

(d) The Company shall provide to the Bank the identification information regarding each Cardholder as described on Schedule A and update this information as requested by the Bank from time to time during the term of this Agreement. The Company is responsible for notifying each Cardholder that such identification information is being provided to the Bank for the purpose of establishing a Card Account.

5. **Card Issuance to Cardholders.** The Company shall send a Request for Cards to be issued to Cardholders with the name and Card Credit Limit (subject to the Bank's approval) for each designated Cardholder. Upon receipt of a Request, the Bank will issue and send to each Cardholder a Card together with a copy of the Bank's then current Cardholder Agreement. The Bank may issue renewal, replacement or temporary replacement cards for any Card from time to time.

6. Company and Cardholder Liability/ Payment Procedure.

(a) The Company shall be liable for all Charges and Fees even if the aggregate of all outstanding Charges and Fees exceeds the Company Credit Line or the Cardholder exceed his or her authority. The Bank will send the Company and each Cardholder periodic statements in a manner agreed upon by the parties detailing the Charges and Fees which are due upon receipt and must be paid in full by the Company on or before the payment due date stated in the periodic statement.

(b) All payments shall be made in U.S. dollars which are drawn on a U.S. financial institution. Payments shall be made by mail at the address shown on the periodic statements or by other electronic means agreed upon by the parties. Payments shall be deemed paid upon receipt and shall be credited as of the date of such receipt. If the Bank receives a payment in an amount less than the outstanding balance shown on the periodic statement, the Bank may apply such partial payments to the balance as the Bank elects.

7. **Liability for Unauthorized Use.** The Company agrees to promptly notify the Bank of any lost or stolen Card, Unauthorized Use of a Card, and/or termination of the employment of any Cardholder (call toll free at 1-800-836-8562). The Company is liable for all extensions of credit obtained through the use of the Company Account by (i) a Cardholder and (ii) any Authorized User whether or not (aa) the Bank is notified about such Authorized User's use and/or (bb) the Authorized User exceeds the limit the Company or Cardholder authorized or intended. The Company shall not be liable for any Unauthorized Use of any Card unless the Unauthorized Use occurs as a result of the Company's lack of reasonable security precautions and controls regarding the Cards or the Unauthorized Use results in a benefit, directly or indirectly, to the Company. Written notification can be sent to SunTrust Bank at, P.O. Box 598202, Orlando, Florida 32859-8202.

8. **Network Corporate Walver Protection Program.** The Company may be eligible for reimbursement under the Network Corporate Walver Protection Program attached as Schedule E ("Network Walver Program"). The type and amount of Charges which qualify for reimbursement shall be determined by the Network and the Network may change the terms of the Network Walver Program at any time.

9. Termination.

(a) Unless terminated earlier as provided in this Agreement, the Initial term of this Agreement shall be for 3 years from the date of execution by both parties and shall continue thereafter under the terms and conditions contained herein (as may be amended from time to time), provided, however, either party may terminate this Agreement at any time upon at least sixty (60) days prior written notice.

(b) Either party may terminate this Agreement effective immediately if the other party:

- (i) fails to make any payment required under this Agreement when due and such failure continues for thirty (30) days thereafter,
- (ii) fails to pay any other obligation to the other party or its Affiliates when due and such failure continues for thirty (30) days thereafter,
- (iii) fails to perform any material term or condition of this Agreement and such failure is not cured within thirty (30) days following receipt of written notice thereof,
- (iv) breaches any representation or warranty under this Agreement and such breach is not cured within thirty (30) days following receipt of written notice thereof,
- (v) experiences an insolvency or the filing of bankruptcy proceedings against it,
- (vi) experiences a liquidation or dissolution,
- (vii) with respect to the Company, supplies any credit information that is false,
- (viii) with respect to the Company, is sold, merged, dissolved, or otherwise ceases to do business,
- (ix) with respect to the Company, garnishment or attachment proceedings are initiated against it or its property, or
- (x) as otherwise provided in this Agreement.

(c) Upon termination of this Agreement:

- (i) all outstanding Cards shall be cancelled and all rights or benefits of the Company or any Cardholder with respect to the Cards shall be revoked or withdrawn;
- (ii) the Company shall immediately be liable for the aggregate of all Charges and Fees whether or not then posted to the Company Account or any Card Account, including without limitation Charges not yet incurred, accrued Fees and interest accrued or to accrue, and all such sums shall immediately be due and payable by the Company;
- (iii) the Bank has the right to set-off any of the Company's accounts with the Bank or any of the Bank's Affiliates in order to pay sums due under this Agreement; and
- (iv) the Company shall pay any and all costs, expenses, and attorneys' fees (including allocated costs for in-house counsel expenses) for the collection of sums due and owing under this Agreement.

10. Cards and Cancellation of Cards.

(a) All Cards remain at all times the property of the Bank, cannot be transferred and shall be destroyed or surrendered to the Bank upon demand. Notwithstanding any other provision in this Agreement, the Bank may cancel or suspend the right to use any Card for any reason without notice.

(b) In the event a Cardholder's or Authorized User's employment or other relationship with the Company is terminated, the Company shall immediately notify the Bank and Request cancellation of such Cardholder's or Authorized User's Card. Until the Company's cancellation notice is received by the Bank and the Bank has the reasonable opportunity to act, the Company shall be liable for all Charges (including non-Business Charges) and Fees to the Card Account made after such Cardholder's or Authorized User's termination.

(c) The Company may direct the Bank to cancel any Card at any time for any reason by providing a written Request to the Bank. The Company shall be liable for all Charges and Fees to the Card Account made prior to the time the Bank receives the Request and has a reasonable opportunity to act.

(d) The Company shall be liable for any pre-authorized payments charged to a Card Account, even after the Card is cancelled, unless the Company provided a written cancellation request to the merchant prior to the Charge. If requested, the Company shall provide the Bank with a copy of the written cancellation request to the merchant.

11. Issuance of PINs/Liability.

(a) At the Company's Request and as indicated on Schedule A, the Bank may issue a Cardholder a personal identification number ("PIN") enabling the Cardholder to use the Card at accessible ATMs to obtain Cash Advances. The Company shall instruct each Cardholder not to disclose the Cardholder's PIN to any other person. Transaction records issued by an ATM are solely for the Company's convenience and in the event of any dispute as to the accuracy of such records, the Bank's internal records shall be conclusive.

(b) In the event a Cardholder's PIN is disclosed to any unauthorized person, whether by a Cardholder's failure to maintain confidentiality of the PIN, failure to keep the PIN and the Card separate, or otherwise, the Company shall be liable for all Charges through use of the PIN whether or not incurred by the Cardholder.

12. Representations and Warranties. The Company represents and warrants that:

(a) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement,

(b) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which such authority is required to fulfill its obligations hereunder, and

(c) its execution of this Agreement will not violate any other agreement between such party and any third party.

The Company's failure to fulfill the above representations and warranties shall be deemed a material default and the Bank shall, upon notice to the Company, have the right to immediately terminate this Agreement and all sums owed hereunder shall be immediately due and payable.

13. Limitation of Liability/Indemnification.

(a) The Bank is not liable for any claim made or loss or damages suffered by the Company arising directly or indirectly from the Company's use of the Program except for damages which the Company suffers as a result of the Bank's gross negligence or willful misconduct related to the terms of this Agreement. The Company agrees to the maximum extent provided by law that the Bank will never be liable for any special, punitive, exemplary, indirect or consequential damages, including but not limited to, lost profits and lost revenues, without regard to the form of the Company's claim or action or whether the Company's claim is in contract, tort or otherwise, and even if the Bank knew such losses or damages were possible or likely.

(b) The Bank always attempts to ensure that its Program will be operational, and to respect any available Card Credit Limit or any other available limit requested by the Company. However, the Bank cannot warrant that the Program will be uninterrupted or error-free or that such limits will always be respected in each case, due to limitations of the Bank's authorization systems, systems management and ordinary stand-in processes, and of the Network commercial card system including merchant set-up features. The Company therefore waives any and all claims that it may have against the Bank arising out of the use and performance of the Program, except for claims for damages referred to in Section 13(a).

(c) The Bank is not responsible for any defects in or poor quality of the merchandise or services obtained by means of any Card. Any claim or dispute between the Company and a merchant or supplier, including with respect to the merchant's or supplier's right to compensation, will be the object of a direct settlement among the Company and the merchant or supplier and any such dispute shall not affect the Company's obligation to pay all Charges in full to the Bank in accordance with the terms of this Agreement.

(d) The Company also acknowledges that some benefits or enhancements may be supplied by firms independent of the Bank and the Bank is not responsible or liable for anything in connection with those benefits or enhancements.

(e) The Company shall indemnify, protect and hold the Bank harmless from and against any and all losses, damages, liabilities, claims, demands, and judgments (collectively "Claims"), together with all costs, charges, and expenses, imposed in any manner upon or accruing against the Bank relating to the performance of the Bank under this Agreement, including, but not limited to, disputes between (i) the Company and any Cardholder (including Claims arising out of the Bank's use of Cardholder personal information for obtaining credit information) and (ii) the Company and any Affiliate (including Claims arising out of actions taken by the Company on an Affiliate's behalf under this Agreement and any Addendum) unless such Claim is solely the result of Bank's gross negligence or willful misconduct. The Company will, at its own expense, defend any action or proceeding brought against the Bank in connection with any such Claim.

14. **Unassigned Cards.** Upon the Company's Request, the Bank, in its sole discretion, may issue one or more "Unassigned Cards." "Unassigned Cards" are Cards issued in the name of the Company only without designating a specific Cardholder as authorized to use the Card. Any person using the Card from time to time shall be the "Cardholder" of the Card. The Bank is not liable for any refusal to honor the Unassigned Card by any other bank or any seller or lessor of goods or services based upon the absence of the Cardholder's name and signature/ID of an Individual Cardholder. The Bank will not issue a PIN in connection with an Unassigned Card and no Cardholder may obtain Cash Advances. The Bank will provide Card Account statements for each Unassigned Card to the Company. Notwithstanding anything stated herein to the contrary, the Company understands the increased risk involved in using Unassigned Cards and agrees to assume full liability for all Charges and Fees made with the Unassigned Card, whether or not the Charges were authorized or unauthorized. The Company shall indemnify the Bank from and against any and all liability, claims, demands, judgments, or other disputes, together with all costs, charges and expenses imposed in any manner upon or accruing against the Bank or arising out of, or in any way relating to the Bank's issuance of Unassigned Cards.

15. **Disputes and Chargebacks.**

(a) The Bank will send the Company and each Cardholder periodic statements detailing the Charges and Fees to the Card Accounts. If the Company (or Cardholder) does not notify the Bank of a dispute with regard to any Charge or Fee within sixty (60) days after the billing cycle date, the Company agrees that the periodic statement shall be deemed conclusively to be correct.

(b) In the event a transaction is posted to a Card Account involving a fraud, Unauthorized Use or other situation in which a merchant may be liable for such transaction under the applicable Network operating regulations, the Company or Cardholder shall notify the Bank immediately. The Company or Cardholder shall provide the Bank a written statement specifically describing the circumstances of such transaction. The Bank shall attempt to charge the transaction back to the merchant in accordance with the Network Operating Regulations and any chargeback accepted by the Network will be credited to the Company's next periodic statement.

(c) The Bank shall not accept checks, money orders, or any other items for payment marked "payment in full" (or other similar language) if such payment is less than the full amount due except by a written agreement signed by an authorized officer of the Bank. All communications regarding disputed charges, including checks, money orders, or any other items sent as "payment in full" of a disputed amount must be sent to the SunTrust Bank, P.O. Box 4910, Orlando, Florida 32802-4910.

16. **Amendment.** Except as otherwise provided by the terms, provisions and conditions of this Agreement and/or any Schedules, Exhibits or Addendums thereto, the terms and conditions of this Agreement and the Company's right to use the Card may be altered or amended by the Bank at any time at the Bank's sole discretion by written notice to the Company not less than thirty (30) days prior to the effective date of the amendment. Use of the Card after the effective date of the amendment constitutes acceptance of the alteration or amendment. Any such amendment is effective upon the date stated in the notice. Any other modification, amendment, or waiver of this Agreement by Company, whether in whole or in part must be in writing, signed by both parties.

17. **Assignment/Telephone Monitoring/Credit Information.**

(a) The Bank may assign all rights under this Agreement to another bank, company, or an Affiliate of the Bank without prior notice. The Company may not assign or transfer this Agreement or any Card without the Bank's prior written consent. The merger or consolidation of the Company shall be deemed to be an assignment of this Agreement. If transferred or assigned without the Bank's prior written consent, this Agreement will be deemed terminated.

(b) The Bank has the right to monitor telephone calls relating to its performance under this Agreement. Such monitoring shall be conducted by the Bank's employees or agents and all information shall remain confidential.

(c) The Bank is authorized to make whatever credit inquiries regarding the Company it deems appropriate and to share information regarding the Company Account with the Bank's Affiliates.

18. **Periodic Review/Financial Information.** The Company understands and acknowledges that the Bank has provided the Program to the Company on the basis of the Company's financial condition at the time the Company applied for the Company Account. Upon the Bank's request, the Company agrees to submit to the Bank from time to time updated financial information. If the Company fails to submit financial information when requested by the Bank or if, based upon review of the submitted financial information, the Bank determines that the Company's financial condition has adversely changed, this Agreement may be immediately terminated by the Bank.

19. **Confidentiality/Privacy.**

(a) Restrictions. The parties understand and agree that they may be provided or otherwise may obtain the Confidential Information of the other party. The parties agree, unless otherwise stated herein, that

- (i) they will keep all Confidential Information in strict confidence, using such degree of care as appropriate to avoid unauthorized use or disclosure;
- (ii) they will not, directly or indirectly, disclose any Confidential Information to any third party, except with the other party's prior written consent; and
- (iii) upon the termination of this Agreement or at any time either party may request, the receiving party will deliver to the disclosing party, or, at the disclosing party's option, will destroy all Confidential Information that the receiving party possesses or has under its control, provided, however, the Bank has the right to retain a reasonable number of copies of Confidential Information as may be required by applicable law.

(b) Permitted Disclosures. Notwithstanding anything stated herein to the contrary, the parties are permitted to use and/or disclose the Confidential Information as follows:

- (i) The parties may disclose to their personnel, state and federal regulators, and agents having a need to know such Confidential Information in connection with the implementation and operation of the Program in accordance with this Agreement. The parties will instruct all their respective personnel and agents as to their obligations to be bound by the terms and conditions of this Agreement prior to their being given access to the Confidential Information.
- (ii) The parties may disclose the Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental or law enforcement body having jurisdiction over the receiving party (provided, however, if permitted by applicable law, each party will notify the other party in writing in advance of such disclosure so that the other party may take appropriate action to protect the Confidential Information) or on a confidential basis to the receiving party's legal, financial, or security advisors.
- (iii) The Bank may use and disclose Personally Identifiable Information as follows, provided that at all times the Bank complies with all applicable laws and regulations: (aa) to process Card transactions and to otherwise maintain and support the Company's and Affiliates' Card Accounts; (bb) to communicate with the Company and Affiliates regarding issues relating to Card transactions; (cc) for internal business planning purposes; and (dd) to obtain services from third parties, provided that any such third party is bound by obligations prohibiting use by or disclosure to any third party of such Personally Identifiable Information other than for purposes of performing services as required hereunder. Notwithstanding the above, the Bank shall not use or sell the Personally Identifiable Information for the purpose of soliciting Cardholders for services not related to this Agreement, provided that the Bank may solicit any Cardholder whose name is obtained through a source other than the Personally Identifiable Information obtained by the Bank under this Agreement.
- (iv) The parties agree that any data or information other than Personally Identifiable Information that relates in any manner to Card usage and that is acquired by the Bank in the course of its provision of its services under this Agreement will belong equally to the parties, and nothing in this Agreement shall prohibit either party from disclosing or using such data or information in its aggregate form.

(c) Remedies. The parties acknowledge that the disclosure of Confidential Information may cause irreparable injury and damages, which damages may be difficult to ascertain. Therefore, upon a disclosure or threatened disclosure of any Confidential Information, the disclosing party will be entitled to injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction and the receiving party will not object to the entry of an injunction or other equitable relief against it on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. Without limiting the foregoing, each party will advise the other party immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the parties, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the parties at law or equity.

20. Enforcement of Rights and Governing Law. This Agreement is binding upon the assigns and successors of the Company. Except to the extent federal law is applicable, the interpretation, effect, and validity of this Agreement shall be governed by the laws of the State of Florida. If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severed and the remainder of this Agreement shall remain fully valid and enforceable. The Bank can delay enforcing its rights under this Agreement without waiving those rights. A waiver of rights in one instance shall not be a waiver in other instances.

21. Survival. Sections 3 - 7; 9; 12 - 21; and 23, and all other provisions of this Agreement which may reasonably be interpreted or construed as surviving the termination thereof, shall survive the termination of this Agreement.

22. **Miscellaneous.** The non-performance of a party will be excused for the period of any delay caused by any force majeure event, including act of God, war, terrorism, or any other cause beyond the party's reasonable control. If any provision of this Agreement is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. Each party to this Agreement is responsible for compliance with the Agreement by its Affiliates and their respective employees and authorized agents.
23. **Jury Trial Waiver.** THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.
24. **Counterpart.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
25. **Facsimile and Email Delivery.** A duplicate or copy of this signed Agreement delivered by facsimile or email attachment shall be as effective and enforceable as an original manually signed Agreement. A digital, electronic or photo static image of this signed Agreement maintained in the Bank's record retention system shall be as effective and enforceable as an original manually signed Agreement.
26. **Entire Agreement.** This Agreement and the incorporated Schedules, Addendums and Exhibits constitute the entire Agreement between the parties. There are no understandings or agreements related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Agreement.
27. **Bank Secrecy Act Requirements.** In order to comply with the reporting requirements of the Bank Secrecy Act and the USA PATRIOT Act, the Bank is required to obtain, verify and record the following information from the Company and its Affiliates prior to establishing a new account: legal entity name, street address, taxpayer identification number and other information that allows the Bank to identify the Company and its Affiliates.

The parties have caused this Agreement to be executed by their duly authorized representative as of the date set forth below.

Company Health Diagnostic Laboratory, Inc.

SunTrust Bank

By: 

By: 

Name: Tonya Mallory

Name: Gregory B. Dean

Title: CEO & President

Title: GVP

Date: 08/12/2011

Date: 8/31/11

ATTEST: 

Print Name: Joseph P. McConnell

**SCHEDULE A
To Commercial Card Agreement**

Company (Parent) Health Diagnostic Laboratory, Inc	Company Affiliate (if applicable)
--	--

I. Network.

☐ MasterCard ☒ Visa

II. Commercial Card Program.

☒ Purchasing Card ☒ Corporate Card ☐ Executive Corporate Card

III. Cash Advances

Cash Advances shall be permitted.

IV. Cardholder Information Requirement.

The Company shall provide the following Cardholder Information:

Name, business address, billing address, telephone number, and the last four digits of the cardholder's social security number

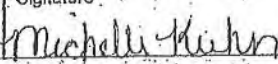
V. Card Delivery. The Card(s) shall be delivered to:

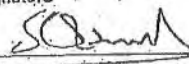
☒ The Company at:

Attention Michelle Kuhn			
Street Address 737 N 5 th Street Suite 201	City Richmond	State VA	Zip Code 23219

☐ The Individual Cardholder

VI. Program Administrators. The Company designates the following individual(s) as an authorized Program Administrator(s) to submit Requests to Bank:

Name Michelle Kuhn	Signature 	Title Finance Manager	
Email Address MKuhnCPA@hdiabinc.com		Telephone	
Street Address 737 North 5 th St, Suite 103	City Richmond	State VA	Zip Code 23219

Name Steve Carroll	Signature 	Title CFO	
Email Address scarroll@hdiabinc.com		Telephone 804-343-2718	
Street Address 737 North 5 th St, Suite 103	City Richmond	State VA	Zip Code 23219

Name	Signature	Title	
Email Address		Telephone	
Street Address	City	State	Zip Code

Name	Signature	Title	
Email Address		Telephone	
Street Address	City	State	Zip Code

The Company and each Affiliate may change its designated Program Administrator(s) by delivering a new, signed Schedule A to the Bank. Each subsequent Schedule A Program Administrator designation will supersede any and all prior Schedule A designations previously submitted by the Company or Affiliate.

VII. Company Credit Line. \$ 150,000

VIII. Account Controls.

(A) Card Accounts (not applicable for Card Accounts managed under the Enterprise Spend Platform program): Specific controls regarding Card Accounts are established during the Implementation process and may be amended from time to time by the Company or the Bank. Card Account controls may be amended from time to time by the Bank and may be amended by the Company only upon prior written approval of the Bank.

(B) Emergency Replacement Cards: In the event any Card is lost, stolen, or damaged and a replacement Card is required during weekends, holidays, or Bank closing hours, the Cardholder may call the Network to obtain a temporary Emergency Replacement Card. The Company understands and acknowledges that Network Emergency Replacement Cards are not controlled by the Company's account controls set forth on the Implementation Form but, rather, are controlled in accordance with the standard Network operating procedures in effect at the time of replacement. The Network Emergency Replacement Cards are valid for a limited period of time and the Cardholder must immediately contact the Bank for a permanent Card which shall be issued with the Company's account controls.

Company: Health Diagnostic Laboratory, Inc

By: 

Name: Tonya Mallory

Title: CEO & President

Date: 08/12/2011

SCHEDULE B
To Commercial Card Agreement

Company: Health Diagnostic Laboratory

Date: 08/12/2011

Fee Schedules

Card Fees	
Item	Cost
Card Logo Design (one color, standard)	Included
Annual Card Fee	\$0
Annual Executive Card Fee (Corporate Card Only)	\$100 per card
Annual Rewards Fee (Corporate Card Only)	\$75 per enrolled card
Cash Advance Fee	3% (\$3 minimum)
Late Fee Central Bill	1.5% of outstanding balance
Late Fee Individual Bill (Corporate Card Only)	\$30
Foreign Transaction Fee	Pass through from Network (currently 1%)
Non-Sufficient Fund Fee	\$29 each
Copy of Sales Slips & Statements	\$5 each
Card Replacement Fee	None
"Rush" Delivery Fee for Card Replacement	\$25
Annual Card Program Administration Fee	\$3,500. Paid in arrears if prior year's Annual Spend does not exceed \$500,000

Enterprise Spend Platform Technology Fees	
Item	Cost
One Time Fees	
Statement Manager Set-up Fee	Included
Transaction Manager Set-up Fee (Single Level Approval)	\$1,000
Transaction Manager Set-up Fee (Multi Level Approval)	\$5,000
Expense Manager Set-up Fee	\$5,000
Payables Manager Set-up Fee	\$5,000
Requisition Manager Set-up Fee	\$5,000
Imaging Set-Up Fee	\$1,000
3 rd Party Data Import Set-up Fee	\$5,000 per 3 rd Party
Standard Data Extract File Set-up Fee	Included
Custom Data Extract File Set-up Fee	\$2,500
FTP Set-up Fee	\$2,500
File Translation Set-up and Maintenance Fee	\$2,500
Auto Generation of Data Extract File Set-up Fee	\$1,500
Auto Delivery of Data Extract File Set-up Fee	\$1,500
Standard Online Form Set-up Fee	Included
Custom Online Form Development Fee	Up to \$1,000 per form
Training: Instructor lead, web-based for Program Administrator(s)	Included
Training: On Site	\$2,500 per day
Monthly Fees	
Expense Report Fee	\$2.00 per expense report
Imaging Fee	\$0.35 per image (\$100 minimum per month)
Statement Manager; 3 rd Party Statement Fee	\$2.00 per statement
Miscellaneous Fees	
Professional Services	\$250 per hour

SCHEDULE B (Continued)
To Visa Commercial Card Agreement

Net-Spend Rebate Program

In accordance with the table, below, at the end of each rebate period, the Company shall receive a revenue share of its Net Spend* based upon the following calculation. The Annual Spend* amount shall determine the Rebate Rate. The Net Spend shall be the Annual Spend less "Cash Transactions" ("Cash Transactions" mean transactions from financial institutions such as cash advances, convenience checks, travelers' checks, gift cards, etc.) and "Large Ticket Transactions" ("Large Ticket Transactions" mean transactions that are processed at the Network's large transaction interchange rates). At the end of each rebate period, the Net Spend Rebate* shall be the Net Spend for the rebate period, multiplied by the Rebate Rate described below and reduced by charge-offs (which may carry over to subsequent rebate periods). Charge-offs means all amounts that remain unpaid by the Company or Cardholder for a period of 180 days, including personal charges made by the Cardholder or Authorized User.

Rebate periods are yearly (on a 12-month cycle) commencing the month of the Activation Date and shall continue for consecutive yearly periods during the term of the Agreement. Rebate payments shall be paid to the Company by check or ACH within sixty (60) days after the end of each rebate period.

PURCHASING CARD Annual Spend	REBATE RATE			CORPORATE CARD Annual Spend	REBATE RATE Monthly Bill 25 day Payment
	Monthly Bill 18 day Payment	2x Monthly Bill 10 day Payment	Weekly Bill 5 day Payment		
< \$1.5MM	0.00%	0.00%	0.00%	< \$1MM	0.00%
\$1.5MM - \$5MM	0.60%	0.59%	0.68%	\$1MM - \$5MM	0.45%
\$5MM to \$10MM	0.55%	0.64%	0.71%	\$5MM to \$10MM	0.50%
\$10MM to \$15MM	0.60%	0.69%	0.76%	\$10MM to \$15MM	0.55%
\$15MM to \$20MM	0.65%	0.74%	0.81%	\$15MM to \$20MM	0.60%
\$20MM to \$25MM	0.68%	0.77%	0.84%	\$20MM to \$25MM	0.63%
\$25MM to \$30MM	0.71%	0.80%	0.87%	\$25MM to \$30MM	0.66%
\$30MM to \$35MM	0.74%	0.83%	0.90%	\$30MM to \$35MM	0.69%
\$35MM to \$40MM	0.77%	0.86%	0.93%	\$35MM to \$40MM	0.72%
\$40MM to \$45MM	0.80%	0.89%	0.96%	\$40MM to \$45MM	0.75%
\$45MM to \$50MM	0.83%	0.92%	0.99%	\$45MM to \$50MM	0.78%
\$50MM to \$60MM	0.86%	0.95%	1.02%	\$50MM to \$60MM	0.81%
\$60MM to \$70MM	0.89%	0.98%	1.05%	\$60MM to \$70MM	0.84%
\$70MM to \$80MM	0.92%	1.01%	1.08%	\$70MM to \$80MM	0.87%
\$80MM to \$90MM	0.95%	1.04%	1.11%	\$80MM to \$90MM	0.90%
\$90MM to \$100MM	0.98%	1.07%	1.14%	\$90MM to \$100MM	0.93%
> \$100MM	1.01%	1.10%	1.17%	> \$100MM	0.96%

- * Net Spend Rebate = [Net Spend x Rebate Rate] - [Chargeoffs]
 Net Spend = [Annual Spend] - [Large Ticket Transactions] - [Cash Transactions]
 Annual Spend = [Purchases] + [Cash Transactions] - [Credits] - [Fees]

Schedule C
Company's Affiliates

Schedule D
Commercial Card Cardholder Agreement

SCHEDULE E
Corporate Waiver Protection Program