

In re: HEALTH DIAGNOSTIC  
LABORATORY - HDL INC

B10 (Official Form 10) (04/13)

<b>UNITED STATES BANKRUPTCY COURT</b>		<b>Eastern District of Virginia</b>	Case No: 15-32919
Name of Debtor: <b>Health Diagnostic Laboratory, Inc.</b>		Case Number: <b>15-32919-KRK</b>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>PROOF OF CLAIM</b>  <b>FILED</b>  <b>JUL 20 2015</b>  <b>CLERK</b>  <b>U.S. BANKRUPTCY COURT</b> </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): <b>Szilard Voros, M.D.</b>			
Name and address where notices should be sent: <b>Richard B. Herzog, Jr.</b> <b>Nelson Mullins Riley &amp; Scarborough LLP</b> <b>201 17th Street, NW, Suite 1700, Atlanta, GA 30363</b>		<div style="border: 1px solid black; padding: 5px;"> <b>COURT USE ONLY</b>  <input type="checkbox"/> Check this box if this claim amends a previously filed claim.             Court Claim Number: _____            (if known)             Filed on: _____         </div>	
Telephone number: (404) 322-6000 email: richard.herzog@nelsonmullins.com		<div style="border: 1px solid black; padding: 5px;"> <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.         </div>	
Name and address where payment should be sent (if different from above): <b>Szilard Voros, M.D.</b> <b>71 Van Brunt Manor Road</b> <b>Setauket, NY 11733</b>			
Telephone number: email:		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>RECEIVED</b>  <b>JUL 20 2015</b>  <b>American Legal Claims</b> </div>	
1. Amount of Claim as of Date Case Filed: \$ <u>330,750.00</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>Services Performed</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.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		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 \$12,475*) 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 \$2,775* 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 4/01/16 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)			

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**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, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). 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. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (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. (See Bankruptcy Rule 3005.)  
(See Bankruptcy Rule 3004.)

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: Szilard Voros, M.D.

Title: Creditor

Company:

Address and telephone number (if different from notice address above):

(Signature)

(Date)

Telephone number:

email:

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 and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. 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, 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.

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**DEFINITIONS****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

**Claim**

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. § 506 (a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. § 507 (a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of 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.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

### EMPLOYMENT AGREEMENT<sup>1</sup>

THIS EMPLOYMENT AGREEMENT (this "*Agreement*") is made and entered into this 20th day of July, 2012, to be effective as of the 1st day of August, 2012 or such other date as may be mutually agreed to by the parties (the "*Effective Date*") by and between Health Diagnostic Laboratory, Inc., a Virginia corporation (the "*Company*"), and Szilard Voros, M.D. ("*Employee*").

The Company and Employee hereby agree as follows:

1. Employment. Employee is being employed by the Company as the Company's Chief Academic Officer, Strategic Initiatives, upon and subject to the terms and conditions of this Agreement. During the term of his employment under this Agreement, Employee shall report to the Company's President or to such other persons as the Company may designate from time to time. Employee shall begin his employment with the Company as of the Effective Date.

2. Duties. During the term of his employment under this Agreement, Employee will perform his duties hereunder at such time or times as Employee and the Company may mutually agree; provided, however, that, the Company acknowledges that (a) Employee will be devoting certain time and attention to his services at Global Genomics Group, LLC ("G3"); and (b) Employee will also have an independent contractor arrangement and/or part-time employment arrangement with Stony Brook University Medical Center ("Stony Brook") to provide research and clinical services for and on behalf of Stony Brook. Employee's duties under this Agreement may be varied by the Company from time to time without violating the terms of this Agreement and shall include: (i) devoting his reasonable efforts to further properly the interests of the Company to the reasonable satisfaction of the Company, (ii) being subject to the Company's reasonable direction and control at all times with respect to his activities on behalf of the Company, (iii) materially complying with all rules, orders, regulations, policies, practices and decisions of the Company, (iv) truthfully and accurately maintaining and preserving all material records and making all material reports as the Company may reasonably request, and (v) fully accounting for all monies and other property of the Company of which he may from time to time have custody and delivering the same to the Company whenever and however directed to do so.

3. Compensation. For all services rendered by Employee to the Company under this Agreement, the Company shall pay Employee a starting base annual salary of three hundred thousand (\$300,000), payable semi-monthly in arrears in accordance with the Company's general payroll practices. He will be eligible for discretionary bonuses based upon job performance and Company profits. In addition to the forgoing, Company agrees to pay Employee a signing bonus in the amount of \$20,000, upon execution of this Agreement by both parties.

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4. Expenses. The Company shall reimburse Employee for all ordinary and necessary out-of-pocket expenses incurred and paid by Employee in the course of the performance of Employee's duties pursuant to this Agreement and consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses incurred by Employee, including, but not limited to, Employee's travel and lodging expenses involving his trips to Company's corporate headquarters in Richmond, Virginia, and subject to the Company's requirements with respect to the manner of approval and reporting of such expenses.

5. Additional Benefits.<sup>2</sup> During the Employee's employment under this Agreement, the Employee shall be entitled to participate in such Company benefits plans (including medical, dental, healthcare reimbursement, long term disability, or life insurance plans), which shall be available from time to time to other similarly-situated Company employees, generally, subject to terms and conditions of such plans (including eligibility provisions), except to the extent such participation in any plan would, in the opinion of the Company, alter the tax treatment of such plan. The Employee acknowledges and agrees that the Company may in its discretion terminate at any time or modify from time to time any such benefit plans. Employee will be eligible for such other fringe benefits, if any, as they are provided to employees of the Company generally and such additional benefits as may be from time to time agreed upon in writing between Employee and the Company. In addition to the foregoing, in the event that Employee relocates from New York, Company shall pay, or reimburse as applicable, Employee for all reasonable moving expenses of Employee and his family, upon presentation of receipt to Company.

6. Covenant Not to Disclose Confidential Information. Employee acknowledges that during the course of his employment with the Company Employee has or will have access to and knowledge of certain information and data that the Company or any subsidiary, parent or affiliate of the Company considers confidential and that the release of such information or data to unauthorized persons or entities would be extremely detrimental to the Company. As a consequence, Employee hereby agrees and acknowledges that he owes a duty to the Company not to disclose, and agrees that, during or after the term of his employment, without the prior written consent of the Company, he will not communicate, publish or disclose, to any person or entity anywhere or use (for his own benefit or the benefit of others) any Confidential Information (as hereinafter defined) for any purpose other than carrying out his duties as contemplated by this Agreement. Employee will use his reasonable best efforts at all times to hold in confidence and to safeguard any Confidential Information to ensure that any unauthorized persons or entities do not gain possession of any Confidential Information and, in particular, will not permit any Confidential Information to be read, duplicated or copied. Employee will return to the Company all originals and copies of documents and other materials, whether in printed or electronic format or otherwise, containing or derived from Confidential Information in Employee's possession or under Employee's control when the duties of Employee no longer require Employee's possession thereof, or whenever the Company shall so request, and in any event will return all such Confidential Information within ten (10) days if the employment relationship with the Company is terminated for any or no reason and will not retain any copies

thereof. Employee acknowledges that Employee is obligated to protect the Confidential Information from disclosure or use even after termination of such employment relationship. For purposes hereof, the term "*Confidential Information*" shall mean any information or data used by or belonging or relating to the Company or any subsidiary, parent or affiliate of the Company, or any party to whom the Company owes a duty of confidentiality that is not known generally to the industry in which the Company or any subsidiary, parent or affiliate of the Company, or any party to whom the Company owes a duty of confidentiality is or may be engaged, including, but not limited to, any and all trade secrets, proprietary data and information relating to the Company's or any subsidiary, parent or affiliate of the Company's, or any party to whom the Company owes a duty of confidentiality past, present or future business and products, price lists, customer lists, producer lists, agent lists, acquisition candidates, processes, procedures or standards, know-how, manuals, hardware, software, source code, business strategies, records, marketing plans, drawings, technical information, specifications, designs, patent information, financial information, whether or not reduced to writing, or information or data that the Company or any subsidiary, parent or affiliate of the Company or any party to whom the Company owes a duty of confidentiality advises Employee should be treated as confidential information. Confidential Information does not include any information that is or later becomes part of the public domain and known within the relevant industry through no fault of Employee. Notwithstanding the forgoing, Company acknowledges that Employee is a manager, officer, and indirect owner of G3, an affiliate of Company. As a result, nothing in this Section 6 shall be deemed to relate to or encompass any Confidential Information involving G3.

7. Disclosure and Assignment of Intellectual Property.

Subject to the provisions of Section 7(f) below:

(a) Employee agrees that the Company shall become the owner of all inventions, discoveries, developments, ideas, writings, and expressions, including, but not limited to, any and all concepts, improvements, techniques, know-how, innovations, systems, processes, machines, current or proposed products, works, information, reports, papers, logos, computer programs, designs, marketing materials, and methods of manufacture, distribution, management or other methods (whether or not reduced to writing and whether or not patentable or protectable by copyright), that Employee conceives, develops, creates, makes, perfects or reduces to practice in whole or in part while employed by the Company or within one (1) year after termination of Employee's employment for any or no reason, and that: (i) directly or indirectly relate to or arise out of Employee's job responsibilities for the Company or the performance of the duties of Employee's employment by the Company; (ii) result from research, development, or other activities of the Company; or (iii) relate or pertain in any way to the existing or reasonably anticipated scope, business or products of the Company or any subsidiary, parent or affiliate of the Company (hereinafter the "*Intellectual Property*"). All of the right, title and interest in and to the Intellectual Property shall become exclusively owned by the Company or its nominee regardless of whether or not the conception, development, creation, making, perfection or reduction to practice of such Intellectual Property involved the use of the Company's time, facilities or materials and regardless of where such Intellectual Property may be conceived, made or perfected.

(b) Employee agrees to promptly and fully disclose in writing to the Company all inventions, discoveries, developments, ideas, writings, and expressions conceived, developed, created, made, perfected or reduced to practice, in whole or in part, while employed by the Company or within one (1) year after termination of Employee's employment for any or no reason, regardless of whether Employee believes the invention, discovery, development, writing, expression or idea should be considered Intellectual Property of the Company under any provision of this Agreement, in order to enable the Company to make a determination as to its rights with respect to the same.

(c) Any and all information relating to Intellectual Property shall be considered Confidential Information and shall not be disclosed by Employee to any person or entity outside of the Company.

(d) Any Intellectual Property that is the subject of copyright shall be considered a "work made for hire" within the meaning of the Copyright Act of 1976, as amended, and shall be the sole property of the Company or its nominee. To the extent that the Company does not automatically own any such Intellectual Property as a work made for hire, Employee shall assign all right, title and interest in and to such Intellectual Property to the Company. All right, title and interest in and to any other Intellectual Property, including, but not limited to, patent, industrial design, trademark, trade dress and trade secret rights shall be assigned and is hereby assigned exclusively to the Company or its nominee. Employee further agrees to execute and deliver all documents and do all acts that the Company shall deem necessary or desirable to secure to the Company or its nominee the entire right, title and interest in and to the Intellectual Property, including, but not limited to, executing applications for any United States and/or foreign patents or copyright registrations, disclosing relevant prior art, reviewing office actions and providing technical input to assist the Company in overcoming any rejections. Any document prepared and filed pursuant to this Section 7(d) shall be prepared and filed at the Company's expense. Employee further agrees to cooperate with the Company as reasonably necessary to maintain or enforce the Company's rights in the Intellectual Property. Employee hereby irrevocably appoints the President of the Company as Employee's attorney-in-fact with authority to execute for Employee and on Employee's behalf any and all assignments, patent or copyright applications, or other instruments and documents required to be executed by Employee pursuant to this Section 7(d), if Employee is unwilling or unable to execute same.

(e) The Company shall have no obligation to use, attempt to protect by patent or copyright, or promote any of the Intellectual Property; provided, however, that the Company, in its sole discretion, may reward Employee for any especially meritorious contributions in any manner it deems appropriate or may provide Employee with full or partial releases as to any subject matter contributed by Employee in which the Company is not interested.

(f) Notwithstanding the forgoing or anything in this Agreement to the contrary, Company acknowledges that Employee is manager, officer and indirect owner of G3 of G3, an affiliate of Company, and that in conjunction therewith, Employee has access to and an interest in Confidential Information and Intellectual Property that is not a part of or subject to the terms and conditions of this Section 7 specifically or this Agreement generally.



8. Legal Proceedings to Compel Disclosure. In the event that Employee is requested pursuant to, or required by, applicable law, regulation, or legal process, to disclose any Confidential Information or Intellectual Property, Employee shall notify the Company of such request within five (5) days of such request being made and shall enable the Company or any subsidiary, parent or affiliate of the Company to seek an appropriate protective order. In the event that such a protective order or other protective remedy is not obtained, Employee shall furnish only that portion of the Confidential Information or Intellectual Property that, in the opinion of Employee's counsel, is legally required and will exercise Employee's best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information or Intellectual Property.

9. Covenant Not to Compete. Employee acknowledges that during his employment with the Company he, at the expense of the Company, will be specially trained in the business of the Company, has established and will establish favorable relations with the customers, clients and accounts of the Company or any subsidiary, parent or affiliate of the Company and has had and will have access to Intellectual Property, trade secrets and Confidential Information of the Company or any subsidiary, parent or affiliate of the Company. Therefore, in consideration of such training and relations, and in consideration of his employment with the Company, and to further protect the Intellectual Property, trade secrets and Confidential Information of the Company or any subsidiary, parent or affiliate of the Company, Employee agrees that during the term of his employment by the Company and (i) in the case of a termination of Employee's employment (x) by Employee for any or no reason or (y) by the Company without Cause (as defined below), for a period of one (1) year from and after the termination of such employment, or (ii) in the case of a termination of employment by the Company for Cause, for a period ending on the second anniversary of the date set forth in Section 1 (collectively, the "*Noncompetition Period*"), he will not, directly or indirectly, without the express written consent of the Company, except when and as requested to do in and about the performing of his duties under this Agreement:

(a) own, manage, operate, control or participate in the ownership, management, operation or control of, or have any interest, financial or otherwise, in or act as an officer, director, partner, manager, member, principal, employee, agent, representative, consultant or independent contractor of, or in any way assist, any individual or entity in the conduct of any business that is engaged or may become engaged in any business competitive to the Company's clinical laboratory for disease management within the United States of America in which the Company operates; or

(b) divert or attempt to divert insurers, producers, agents or customers (whether or not such persons have done business with the Company or any subsidiary, parent or affiliate of the Company once or more than once) or accounts of the Company or any subsidiary, parent or affiliate of the Company; or

(c) entice or induce or in any manner influence any person who is or shall be in the employ or service of the Company or any subsidiary, parent or affiliate of the Company to leave such employ or service for the purpose of engaging in a business that is in competition with the clinical laboratory for disease management that the Company is now engaged in.



Notwithstanding the foregoing provisions, Employee may (i) take action for, on behalf of, and at the direction of the Company pursuant to a written agreement with the Company or otherwise, and (ii) own up to five percent (5%) of the outstanding equity securities in any corporation or entity (including, but not limited to, units in a master limited partnership) that is listed upon a national stock exchange or actively traded in the over-the-counter market. In addition, the Company acknowledges that Employee provides services to, and is an indirect owner, officer and manager of G3, and may have interests in or with other businesses in the healthcare industry (including but not limited to those identified on Schedule 9 hereto), and the Company agrees Employee's affiliation with such businesses shall not be a breach of the covenants in Section 9(a), provided that any such business(es) is not a clinical laboratory for disease management.

10. Specific Performance. Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by Employee contained in Sections 6, 7, 8 or 9 hereof, and that the Company's remedies at law for any such breach or threatened breach will be inadequate, the Company and its successors and assigns, in addition to such other remedies which may be available to them, shall be entitled to an injunction, including a mandatory injunction, to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining Employee, and each and every person, firm or company acting in concert or participation with him, from the continuation of such breach and, in addition thereto, he shall pay to the Company all ascertainable damages, including, but not limited to, costs and reasonable attorneys' fees sustained by the Company by reason of the breach or threatened breach of such covenants and assurances. The covenants and obligations of Employee set forth in Sections 6, 7, 8 and 9 hereof are in addition to and not in lieu of or exclusive of any other obligations and duties of Employee to the Company, whether express or implied in fact or in law.

11. Company Policies. Employee agrees to affirmatively support the Company's policies and practices as they may from time to time be adopted by the Company, including, but not limited to, policies against discrimination and harassment in the workplace.

12. Term and Termination.

(a) Subject to earlier termination as provided in Sections 12(b) and 12(c) below, the term of Employee's employment under this Agreement shall be one (1) year from the date set forth in Section 1 and automatically shall be extended for consecutive one (1) year periods thereafter unless either party elects to terminate such employment and notifies the other party of such election at least thirty (30) days prior to the end of the then-current term.

(b) Notwithstanding Section 12(a) above, Employee's employment with the Company shall terminate immediately upon the death, disability or adjudication of legal incompetence of Employee, or upon the Company's ceasing to carry on its business without assigning this Agreement pursuant to Section 18 or becoming bankrupt. For purposes of this Agreement, Employee shall be deemed to be disabled when Employee has become unable, by reason of physical or mental disability, to satisfactorily perform the essential functions of his job

and there is no reasonable accommodation that can be provided to enable him to perform satisfactorily those essential functions. Such matters shall be determined by, or to the reasonable satisfaction of, the Company.

(c) Notwithstanding Section 12(a) above, the Company may terminate Employee's employment at any time for Cause or without Cause. "Cause" means:

(i) Employee repeatedly has failed to perform his duties as an employee of the Company, to perform any material obligation under this Agreement or to observe and abide by the Company's policies and decisions, provided that the Company has given Employee reasonable notice of that failure and Employee is unsuccessful in correcting that failure or in preventing its reoccurrence; (ii) Employee repeatedly has refused to comply with specific directions of his supervisor or other superior, provided that such directions are consistent with Employee's position of employment; (iii) Employee has engaged in misconduct that is materially injurious to the Company; (iv) Employee has been convicted of, or has entered a plea of nolo contendere to, any crime involving the theft or willful destruction of money or other property, any crime involving moral turpitude or fraud, or any crime constituting a felony; (v) Employee has engaged in acts or omissions against the Company constituting dishonesty, breach of fiduciary obligation, or intentional wrongdoing or misfeasance; or (vi) Employee has engaged in the use of alcohol or drugs on the job, or has engaged in excessive absenteeism from the performance of his duties as the Company's employee, other than for reasons of illness.

(d) In the event Employee's employment with the Company is terminated by Employee for Good Reason (including Change of Control) or by Employer for any reason other than for Cause, the Company shall pay to Employee a lump sum severance payment equal to twelve (12) months of the Employee's then current monthly base salary, provided that Employee enters into a Separation Agreement with the Company that includes a general release of all claims and liability in favor of the Company, its affiliates (other than G3) and their respective directors, officers, employees and agents. Upon the written election of Employee, the lump sum severance payment may be paid in semi-monthly installments. For purposes of this Agreement, the term "Good Reason" shall mean (i) a material change in Employee's compensation, benefits, title, and/or duties and responsibilities hereunder without the prior written consent of Employee, (ii) a Change in Control as described in subsection (f) below, and/or (iii) failure of Company to perform its material duties and obligations as set forth herein..

(e) In the event Employee's employment with the Company is terminated by Employee or Employer for Cause, the Company shall pay or provide to Employee any salary that Employee shall have earned and not yet received through the date of such employment termination, determined on a pro rata basis based on the number of work days in the month of termination.

(f) Change of Control (as defined below), provided that a Change of Control shall only constitute Good Reason if the Employee terminates his employment within six (6) months following a Change of Control. A "Change of Control" shall be deemed to have occurred upon the occurrence of any of the following:

(A) The date on which any person, entity or group acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition by such person, entity or group) ownership of shares of capital stock that, together with the shares of capital stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the capital stock of the Company. This section 12(f) shall not apply to any one person or group who own more than 50% of the fair market value or total voting power of the capital stock of the Company as of the date of this Agreement.

(B) The date any person, entity or group acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition by such person, entity or group) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions. For the purpose of this definition, gross fair market value means the value of the assets of the Company, or the assets being disposed of, determined without regard to any liabilities associated with such assets.

(C) A merger between the Company and any other entity if, immediately following such merger, the Board of Directors of the Company as of the date of the merger does not constitute a majority of the Board of Directors of the newly merged entity.

(g) If at any time the term of this Agreement is not extended pursuant to Section 12(a) as a result of the Company giving notice there under that it elects to permit this Agreement to expire without extension, the Company shall be deemed to have terminated the Employee's employment without Cause and Employee shall be entitled to the severance benefits described in Section 12(d).

13. Survival of Obligations. All obligations of Employee that by their nature involve performance after the expiration or termination of Employee's employment with the Company, or that cannot be ascertained to have been fully performed until after the expiration or termination of Employee's employment with the Company, shall survive the expiration or termination of this Agreement. Except as otherwise specifically provided in this Agreement, all of the Company's obligations under this Agreement will terminate at the time this Agreement or Employee's employment with the Company is terminated for any reason.

14. Notice. Any notice, request, consent or communication under this Agreement shall be effective only if it is in writing and personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service, with delivery confirmed, addressed as follows:

If to the Company:

Name:

Attn: President

Health Diagnostic Laboratory, Inc.

737 N. 5th Street

Suite 103

Richmond, Virginia 23219

If to Employee:

Name:

Szilard Voros, M.D.  
21 White Pine Lane  
East Setauket, NY 11733

or such other persons and/or addresses as shall be furnished in writing by any party to the other party, and shall be deemed to have been given only upon its delivery in accordance with this Section 14.

15. No Conflicts. Employee represents and warrants to the Company that neither the execution nor delivery of this Agreement, nor the performance of Employee's obligations hereunder will conflict with, or result in a breach of, any term, condition, or provision of, or constitute a default under, any obligation, contract, agreement, covenant or instrument to which Employee is a party or under which Employee is bound, including, but not limited to, the breach by Employee of a fiduciary duty to any former employers.<sup>3</sup>

16. Entire Agreement; Amendment; Termination of Previous Agreement. This Agreement cancels and supersedes all previous agreements relating to the subject matter of this Agreement, written or oral, between the parties hereto and contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be amended, modified or supplemented in any manner whatsoever except as otherwise provided herein or in writing signed by each of the parties hereto.

17. Potential Unenforceability of Any Provision. If a final judicial determination is made that any provision of this Agreement is an unenforceable restriction against Employee, the provisions hereof shall be rendered void only to the extent that such judicial determination finds such provisions unenforceable, and such unenforceable provisions shall automatically be reconstituted and become a part of this Agreement, effective as of the date first written above, to the maximum extent in favor of the Company that is lawfully enforceable. A judicial determination that any provision of this Agreement is unenforceable shall in no instance render the entire Agreement unenforceable, but rather the Agreement will continue in full force and effect absent any unenforceable provision to the maximum extent permitted by law.

18. Assignment. This Agreement is personal and not assignable by Employee but Employee consents to its assignment by the Company to, and shall thereafter be binding upon and enforceable by, any affiliate of the Company and any person or entity who shall acquire or succeed to substantially all of the business or assets of the Company or substantially all of the business or assets of the principal operating unit that Employee oversees or to which Employee is assigned (and such person shall be deemed included in the definition of the "Company" for all purposes of this Agreement) but is not otherwise assignable by the Company.

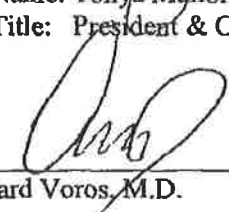
IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed, and Employee has hereunto set his hand, on the day and year first above written.

HEALTH DIAGNOSTIC LABORATORY, INC.

By: 

Name: Tonya Mallory

Title: President & CEO

  
Szilard Voros, M.D.

**SCHEDULE 9**

**Permitted Existing Relationships**

1. Previous grant funding from biomedical industry
  - 1.1. Abbott Vascular
  - 1.2. Abbott Laboratories
  - 1.3. Volcano Therapeutics, Inc.
  - 1.4. CardioGenesis
  - 1.5. Toshiba America Medical Systems
  - 1.6. Vital Images
  - 1.7. Siemens Medical Solutions
  - 1.8. CardioDx, Inc.
  - 1.9. Denka-Seiken
  - 1.10. Merck, Inc.
2. Speakers bureau participation for biomedical industry
  - 2.1. Merck, Inc.
  - 2.2. CardioDx, Inc
  - 2.3. Toshiba America Medical Systems
  - 2.4. Vital Images
  - 2.5. Health Diagnostics Laboratories, Inc.
3. Advisory board membership and consulting for biomedical industry
  - 3.1. Toshiba America Medical Systems
  - 3.2. Vital Images
  - 3.3. Merck, Inc.
  - 3.4. Abbott Laboratories
  - 3.5. The Medicines Company
  - 3.6. Health Diagnostics Laboratories, Inc.
  - 3.7. Marquis Medical Imaging
  - 3.8. CardioDx, Inc.
  - 3.9. CIS Biotechnologies

- 3.10. Novate Medical (manufactures and IVC device; have been involved with their imaging study)
4. Intellectual property and patent applications
  - 4.1. US Patent Application # 20100017182. METHOD FOR CORONARY ARTERY DISEASE RISK ASSESSMENT.
  - 4.2. US Patent Application # 20100156898. SYSTEM AND METHOD FOR LESION-SPECIFIC CORONARY ARTERY CALCIUM QUANTIFICATION.
5. Royalty payments
  - 5.1. None at this time
  - 5.2. There is a prior arrangement with CIS Biotechnologies, that I will be paid 10% royalty on the NR2 stroke test when sold through customers that I bring to them
6. Ownership and equity
  - 6.1. Integrated Cardiovascular Group, LLC. (ICRG)
    - 6.1.1. Founder; President and CEO
    - 6.1.2. Use ICRG for speaking and consulting honoraria
    - 6.1.3. Use ICRG to organize and run cardiovascular and imaging meetings and symposia, nationally and internationally
    - 6.1.4. ICRG has imaging core laboratory functions and capabilities, including invasive angiography and cardiac CT. This will be folded into the G3-related imaging core laboratory
  - 6.2. Innovations in Integrated Imaging, LLC ("i3")
    - 6.2.1. Founder, majority owner; President and CEO
    - 6.2.2. i3 will serve as either the holding company or the parent company of US Patent Application #20100156898 (SYSTEM AND METHOD FOR LESION-SPECIFIC CORONARY ARTERY CALCIUM QUANTIFICATION) and will pursue commercialization of this method.
  - 6.3. G3 Founders, LLC
    - 6.3.1. Founder, CEO and Majority Owner
  - 6.4. Global Genomics Group, LLC. ("G3")
    - 6.4.1. CEO of G3