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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re	Chapter 11
Health Diagnostic Laboratory, Inc., *et al.*,	Case No. 15-32919 (KRH)
Debtors.[1]	Jointly Administered

ORDER (I) APPROVING MEMBERSHIP INTEREST ASSET PURCHASE AGREEMENT AND AUTHORIZING THE SALE OF ASSETS OF THE DEBTORS OUTSIDE THE ORDINARY COURSE OF BUSINESS, (II) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, AND (III) GRANTING RELATED RELIEF

Upon the motion, dated June 29, 2015 [Doc. No. 176] (the "Motion"), of the above-captioned debtors and debtors-in-possession (the "Debtors"), pursuant to sections 105(a), 363, and 365 of Title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code") and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-2 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the "Local Bankruptcy Rules"), and this Court having

1 The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Health Diagnostic Laboratory, Inc. (0119), Central Medical Laboratory, LLC (2728) and Integrated Health Leaders, LLC (2434).

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Counsel to the Debtors
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entered the *Order (I) Approving the Strategic Transaction Bidding Procedures, (II) Scheduling Bid Deadlines and the Auction, (III) Approving the Form and Manner of Notice Thereof and (IV) Granting Related Relief* dated July 15, 2015 [Doc. No. 265] (the "Strategic Transaction Bidding Procedures Order"),[2] among other things, (i) authorizing the Debtors to solicit and consider offers for certain assets in accordance with the Strategic Transaction Bidding Procedures, and (ii) approving the form and manner of notice of such sale process; and the Debtors having filed in accordance with the Strategic Transaction Bidding Procedure the *Amended Notice of Auction for (I) Debtor Health Diagnostic Laboratory, Inc.'s Membership Interest in HDL USA Holdings, LLC, (II) Non-Debtor HDL USA Holdings, LLC's Membership Interests in Global Genomics Group, LLC or Grenova Holdings, LLC, or (III) Non-Debtor Grenova Holdings, LLC's Membership interests in Grenova, LLC* [Doc. No. 609] (the "*G3 Notice*"); and the Debtors having solicited offers in accordance with the Strategic Transaction Bidding Procedures and the G3 Notice; and the Debtors (in consultation with the UCC) and HDL USA Holdings, LLC ("Holdings") having selected Sydney Investment Group, LLC, as the successful bidder (the "Successful Bidder") for the assets (the "Assets") to be sold pursuant to the Membership Interest Purchase Agreement attached hereto as Exhibit A (the "MIPA") in accordance with the Strategic Transaction Bidding Procedures; and the Bankruptcy Court having conducted a hearing on December 10, 2015 (the "Sale Hearing"), to consider approval of (i) the entry into the MIPA by Debtor Health Diagnostic Laboratory, Inc. ("HDL"), (ii) the sale and transfer (the "Sale") of the Note (as defined in the MIPA) by HDL free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, mortgages, pledges, charges, security interests, obligations, liabilities, contractual commitments or interests of any kind or nature except as expressly provided in the

2 Capitalized terms not otherwise defined here shall have the meaning ascribed to such terms in the Motion.

MIPA and/or this Order, and (iii) the transactions and other agreements contemplated thereby (collectively, the "Transactions"); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the MIPA, the Sale and the Transactions; and upon the record of the hearing to consider approval thereof, the *Declaration of Martin McGahan, Chief Restructuring Officer of Health Diagnostic Laboratory, Inc., In Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [Doc. No. 4], and these chapter 11 cases and proceedings, and after due deliberation thereon, and good cause appearing therefor;

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:[3]

The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

The Bankruptcy Court has jurisdiction over this matter and over the property of the Debtors' estates, including the Note to be sold, transferred or conveyed by HDL pursuant to the MIPA and the Sale, pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

The Note constitutes property of the HDL's estate and title thereto is vested in the HDL's estate within the meaning of section 541(a) of the Bankruptcy Code.

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3 All findings of fact and conclusions of law announced by the Bankruptcy Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

The statutory predicates for the relief sought in the Motion and the bases for the approvals and authorizations herein are (i) sections 105(a), 363, and 365 of the Bankruptcy Code, (ii) Bankruptcy Rules 2002, 6004, and (iii) Local Rule 6004-2.

On June 7, 2015 (the "Petition Date"), the Debtors filed voluntary petitions for reorganization under Chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued in possession and management of their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

As evidenced by the affidavits of service filed with the Bankruptcy Court, proper, timely, adequate, and sufficient notice of the Motion, the G3 Notice, and the Sale Hearing have been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006 and 9007 and Local Rule 6004-2, and in compliance with the Strategic Transaction Bidding Procedures Order. Such notice was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Motion, the Sale Hearing, or of the entry of this Order is necessary or shall be required.

A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including, without limitation, (i) the Office of the United States Trustee for the Eastern District of Virginia (the "U.S. Trustee"); (ii) counsel to the UCC; (iii) all parties that have requested special notice pursuant to Bankruptcy Rule 2002; (iv) all persons or entities known to the Debtors that have or have asserted a lien on, or security interest in, all or any portion of the Purchased Assets; (v) counsel to the Successful Bidder; and (xv) all potential bidders previously identified or otherwise known to the Debtors, (collectively, the "Notice Parties").

Other parties interested in bidding on the Assets were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Assets.

HDL has demonstrated a sufficient basis and compelling circumstances authorizing it to enter into the MIPA, and sell the Note, and such actions are appropriate exercises of HDL's business judgment and in the best interests of the Debtors, their estates and their creditors. Such business reasons include, but are not limited to, the fact that (i) the MIPA constitutes the highest or best offer for the Assets; (ii) the MIPA will present the best opportunity to realize the value of the Assets and avoid decline and devaluation of the Assets; and (iii) unless the Sale is concluded expeditiously as provided for in the Motion and pursuant to the MIPA, recoveries concerning the Assets may be diminished.

The Strategic Transaction Bidding Procedures set forth in the Strategic Transaction Bidding Procedures Order were non-collusive, in good faith, substantively and procedurally fair to all parties.

HDL has full corporate power and authority to execute the MIPA and all other documents contemplated thereby, and the sale of the Note has been duly and validly authorized by all necessary corporate authority by HDL. No consents or approvals, other than as may be expressly provided for in the MIPA, are required by HDL to consummate such transactions.

HDL has advanced sound business reasons for seeking to enter into the MIPA and to sell and/or assume and sell and assign the Note, and it is a reasonable exercise of HDL's business judgment to sell the Note and to consummate the transactions contemplated by the MIPA.

The terms and conditions of the MIPA, including the consideration to be realized pursuant to the MIPA, are fair and reasonable, and the transactions contemplated by the MIPA are in the best interests of the Debtors' estates.

Except as otherwise provided in the MIPA, the Note shall be sold free and clear of all mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmens' and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, setoffs, holdbacks, chargebacks, reconciliations, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, pension, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature (collectively, "Liens, Claims, Encumbrances and Interests"), with such Liens, Claims, Encumbrances and Interests to attach to the consideration to be received by HDL in exchange for the Assets in the same priority and subject to the same defenses and avoidability, if any, as before the Closing, and the Successful Bidder would not enter into the MIPA to purchase the Note otherwise.

The transfer of the Note to the Successful Bidder is a legal, valid and effective transfer of the Note, and, except as may otherwise be provided in the MIPA, shall vest the Successful Bidder with all right, title and interest of HDL in and to the Note free and clear of any and all Liens, Claims, Encumbrances and Interests.

HDL may sell the Note free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)

of the Bankruptcy Code has been satisfied. Those holders of Liens, Claims, Encumbrances and Interests who did not object, or who withdrew their objections, to the sale of the Assets and the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All objections to the Motion have been resolved or overruled.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion complies with all aspects of Local Rule 6004-2. The requirements of Local Rule 6004-1 regarding the Motion are waived. The requirements of Local Rule 9022-1(D) are waived.

2. Notice of the Sale Hearing was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

3. HDL is authorized to enter into and perform under the MIPA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the MIPA.

4. The Sale of the Note by HDL to the Successful Bidder pursuant to the terms of the MIPA is authorized and approved in all respects.

5. Effective as of the Closing, (a) the Sale of the Note by HDL to the Successful Bidder shall constitute a legal, valid and effective transfer of the Note notwithstanding any requirement for approval or consent by any person and shall vest the Successful Bidder with all right, title and interest of HDL in and to the Note, free and clear of all Liens, Claims, Encumbrances and Interests of any kind, pursuant to section 363(f) of the Bankruptcy Code.

6. Nothing in any order of this Bankruptcy Court or contained in any plan of reorganization or liquidation confirmed in the chapter 11 cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the terms of this Order.

7. Notwithstanding Bankruptcy Rules 6004 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the Motion shall be deemed to provide sufficient notice of the Debtors' request for relief from stay. In the absence of any person or entity obtaining a stay pending appeal, HDL, Holdings, and the Successful Bidder are free to close under the MIPA at any time, subject to the terms of the MIPA. The Successful Bidder is a purchaser in good faith and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

8. This Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order and the Strategic Transaction Bid Procedures Order.

Dated: Richmond, Virginia
Dec 11 2015__________ ____, 2015

/s/ Kevin R. Huennekens
UNITED STATES BANKRUPTCY JUDGE

Entered on Docket: Dec 11 2015

WE ASK FOR THIS:

/s/ Jason W. Harbour
Tyler P. Brown (VSB No. 28072)
Jason W. Harbour (VSB No. 68220)
Henry P. (Toby) Long, III (VSB No. 75134)
Justin F. Paget (VSB No. 77949)
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Counsel to the Debtors
and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jason W. Harbour

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EXHIBIT A

MEMBERSHIP INTEREST PURCHASE AGREEMENT

BY AND AMONG

SYDNEY INVESTMENT GROUP, LLC,

GLOBAL GENOMICS GROUP, LLC,

G3 FOUNDERS, LLC,

AND

HEALTH DIAGNOSTIC LABORATORY, INC.

HDL USA HOLDINGS, LLC

December ____, 2015

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "Agreement") is made as of December __, 2015, by and among **Sydney Investment Group, LLC**, a Delaware limited liability company (the "Buyer"), **Global Genomics Group, LLC**, a Delaware limited liability company (the "Company"), **G3 Founders, LLC**, a Delaware limited liability company ("Member"), **Health Diagnostic Laboratory, Inc.**, a Virginia corporation (the "Parent") and **HDL USA Holdings, LLC,** a Virginia limited liability company (the "Seller"). Capitalized terms in this Agreement have the meanings set forth on **Exhibit A** attached hereto, which is incorporated into this Agreement by reference.

PRELIMINARY STATEMENT

WHEREAS, the Seller owns of record and beneficially 49.5% of the issued and outstanding membership interests of the Company (the "Interests");

WHEREAS, Parent owns all of the issued and outstanding membership interests of the Seller and will benefit indirectly from the sale of the Interests to the Buyer; and

WHEREAS, the Buyer desires to purchase, and the Seller desires to sell, the Interests for the consideration set forth below, subject to the terms and conditions of this Agreement; and

WHEREAS, Parent is the subject of a certain Chapter 11 Bankruptcy Case, styled: *In re: Health Diagnostic Laboratory, Inc., et al.*, Chapter 11 Case No. 15-32919 (KRH) (Jointly Administered), (the "Bankruptcy") in the United States Bankruptcy Court for the Northern District of Virginia, Richmond Division (the "Bankruptcy Court"); and

WHEREAS, the Company made a revolving Promissory Note (the "Note") dated as of July 1, 2014, in the maximum amount of $6,000,000.00, with a balance scheduled in the Bankruptcy by Parent in the amount of $2,183,074.00 (the "Note Balance"); and

WHEREAS, the Buyer desires to purchase, and the Parent desires to sell, the Note for the consideration set forth below, subject to the terms and conditions of this Agreement; and

WHEREAS, the Member has disputed the validity of the Note;

WHEREAS, under the LLC Agreement, Seller obligated itself to Member to provide certain blood testing services (the "Blood Testing Obligation") to Company, and Company is a third-party beneficiary of Seller's undertaking in the LLC Agreement; and

WHEREAS, the Member asserts that Parent assumed the Blood Testing Obligation; and

WHEREAS, Parent has disputed that it has assumed the Blood Testing Obligation; and

WHEREAS, Company has filed a Proof of Claim ("POC") in the Bankruptcy reflecting an unsecured claim in the amount of $17,674,607.00, calculated as the unpaid balance due of the Blood Testing Obligation in the amount of $19,857,681.00, reduced by the Note Balance; and

WHEREAS, solely for the purposes of this Agreement, Company and Member are willing to acknowledge the enforceability and validity of the Note.

WHEREAS, in anticipation of the transactions contemplated herein Buyer has deposited the sum of Fifty Thousand and 00/100 ($50,000.00) (the "Deposit") in escrow with counsel for Seller.

NOW, THEREFORE, in consideration of the above premises, the payment of the Purchase Price, the representations, warranties and covenants herein contained, and other good and valuable consideration, the Parties agree as follows:

PURCHASE AND SALE OF INTERESTS

I.1 Purchase and Sale.

Subject to and upon the terms and conditions of this Agreement, at the Closing:

(a) the Seller shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall purchase, acquire and accept from the Seller, all of the Interests.

(b) the Parent shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall purchase, acquire and accept from the Parent, the Note.

I.2 Further Assurances.

At any time and from time to time after the Closing, at the Buyer's request and without further consideration:

(a) the Seller shall promptly execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take all such other action as the Buyer may reasonably request, more effectively to transfer, convey and assign to the Buyer, and to confirm the Buyer's title to, all of the Interests owned by the Seller, and carrying out the purpose and intent of this Agreement and the transactions contemplated hereby;

(b) the Parent shall promptly execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take all such other action as the Buyer may reasonably request, more effectively to transfer, convey and assign to the Buyer, and to confirm the Buyer's title to, the Note, and carrying out the purpose and intent of this Agreement and the transactions contemplated hereby.

I.3 The Closing

(a) The closing of the transactions contemplated by this Agreement (the "Closing") shall take place (i) within three (3) Business Days after entry of the Sale Order (as defined below) if the Sale Order is not stayed prior to such date or, (ii) if the Sale Order is

stayed, within three (3) Business Days following the lifting, dissolution, or removal of such stay, by electronic exchange of documents and signature pages between the Parties and shall be effective at 12:01 a.m. (the "Effective Time") on such date (the "Closing Date").

(b) For purposes of this Agreement, "Sale Order" shall mean an order of the Bankruptcy Court in a form that is mutually acceptable to Buyer and Parent.

I.4 Assignment.

(a) By its execution of this Agreement, but subject to receipt or waiver of the Buyer deliverables set forth in Sections I.5 and I.6 below, including without limitation the Closing Payment and withdrawal of the POC, the Seller hereby sells, conveys, transfers and delivers the Interests to the Buyer, and does hereby irrevocably constitute and appoint the Buyer and the Member as attorneys to transfer the Interests on the books of the Company, with full power of substitution, effective as of the Effective Time.

(b) By its execution of this Agreement, but subject to receipt or waiver of the Buyer deliverables set forth in Sections I.5 and I.6 below, including without limitation the Closing Payment and withdrawal of the POC, the Parent hereby sells, conveys, transfers and delivers the Note to the Buyer, effective as of the Effective Time.

I.5 Actions at the Closing. At the Closing:

(a) the Seller shall deliver to the Buyer the following:

(i) the Seller Certificate;

(ii) the resignations, effective as of the Closing, of each manager and officer of the Company list on Schedule ii;

(iii) such other certificates and instruments, reasonably satisfactory in form and substance to Buyer, as it shall reasonably request in connection with the Closing.

(b) the Parent shall deliver to the Buyer the original Note endorsed payable to Buyer or its order on an allonge.

(c) the Buyer shall deliver to the Seller and Parent the following:

(i) the payment of the Closing Payment provided in Section I.6;

(ii) the Buyer Certificate;

(iii) a withdrawal of the POC; and

(iv) such other certificates and instruments, reasonably satisfactory in form and substance to the Parent and the Seller, as they shall reasonably request in connection with the Closing.

I.6 Purchase Price for the Interests and Note

(a) The aggregate purchase price to be paid by the Buyer in respect of all of the Interests and the Note shall be (i) Five Hundred Thousand Dollars ($500,000) composed of the Deposit plus an additional Four Hundred and Fifty Thousand Dollars (the "Closing Payment"), (ii) plus the withdrawal of the POC pursuant to this Article I and the releases provided pursuant to Section I.24 (subsections (i) and (ii) collectively, the "Purchase Price"). Notwithstanding the foregoing or anything else herein, the withdrawal of the POC shall constitute that satisfaction in full of the obligations identified in the POC and all such obligations shall be extinguished and shall have no further force or effect.

(b) At the Closing, the Buyer shall pay the Closing Payment less the Deposit to the Seller by wire transfer of immediately available funds to the following account:

Beneficiary: Health Diagnostic Laboratory, Inc.
737 N. 5th Street
Richmond, VA 23219

ABA: 051404260

Account: 0000157290843

Bank Address: BB&T
901 E. Byrd Street
Suite 600
Richmond, VA 23219

REPRESENTATIONS AND WARRANTIES OF THE SELLER AND PARENT

The Seller represents and warrants to the Buyer that, except as set forth in the Disclosure Schedule, the statements contained in this Article b are true and correct as of the date of this Agreement, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date).

I.7 Title to Interests and Note.

(a) The Seller holds beneficially and of record and has good and marketable title to all of the Interests, free and clear of any and all covenants, conditions, restrictions, voting trust arrangements, options, Security Interests, and adverse claims or rights whatsoever ("Encumbrances"). The Seller does not own, or have the right to acquire, any other equity interests, convertible securities, convertible debt, warrants, options, profits interests, phantom equity or other outstanding securities interests in the Company. Seller is not a party to any voting trust, proxy or other agreement or understanding with respect to the voting of any securities of the Company.

(b) The Parent holds beneficially and of record and has good and marketable title to the Note, free and clear of any and all Encumbrances.

I.8 Organization of Seller and Parent

(a) The Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia, with full power and authority to conduct its business as it is now being conducted and to own, lease or use the properties and assets that it purports to own, lease or use. The Seller is duly qualified or licensed to do business as a foreign limited liability company and is in limited liability company and tax good standing (where such concepts are recognized under applicable Law) in each state or other jurisdiction where the nature of the activities conducted by it requires such qualification, except where the failure to be so qualified or in good standing would not reasonably be expected to have a material adverse effect with respect to Seller's ability to consummate the transactions contemplated by this Agreement.

(b) The Parent is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia, with full power and authority to conduct its business as it is now being conducted and to own, lease or use the properties and assets that it purports to own, lease or use, subject to the requirements of the Bankruptcy Code and any necessary orders of the Bankruptcy Court.

I.9 Authorization of Transaction

(a) The Seller has the full right, power and authority to execute and enter into this Agreement and all other agreements contemplated to which it is a party, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and all other agreements contemplated hereby to which the Seller is a party, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary limited liability company action on the part of the Seller. This Agreement and all other agreements contemplated hereby to which the Seller is a party have been, or when executed and delivered by the Seller shall be, duly and validly executed and delivered by the Seller, and each constitutes a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms. The Seller has the full right, power and authority to transfer, convey and sell to the Buyer at the Closing the Interests and, upon consummation of the purchase contemplated hereby, the Buyer will acquire from the Seller good and marketable title to such Interests, free and clear of any and all Encumbrances, other than any Encumbrances created by the Buyer.

(b) Subject to any necessary authorization from the Bankruptcy Court, the Parent has the full right, power and authority to execute and enter into this Agreement and all other agreements contemplated hereby to which it is a party, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and all other agreements contemplated hereby to which the Parent is a party, and the consummation by the Parent of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action on the part of the Parent. This Agreement and all other agreements

contemplated hereby to which the Parent is a party have been, or when executed and delivered by the Parent shall be, subject to any necessary authorization from the Bankruptcy Court, duly and validly executed and delivered by the Parent, and each constitutes a valid and binding obligation of the Parent, enforceable against the Parent in accordance with its terms. Subject to any necessary authorization from the Bankruptcy Court, the Parent has the full right, power and authority to transfer, convey and sell to the Buyer at the Closing the Note and, upon consummation of the purchase contemplated hereby, the Buyer will acquire from the Parent good and marketable title to such Note, free and clear of any and all Encumbrances, other than any Encumbrances created by the Buyer.

I.10 Noncontravention.

Subject to any necessary authorization from the Bankruptcy Court, neither the Parent nor the Seller is a party to, subject to or bound by any agreement or any judgment, order, writ, prohibition, injunction or decree of any Governmental Entity which would prevent the execution, delivery or performance of this Agreement by the Seller and Parent, or (a) the transfer, conveyance and sale of the Interests by the Seller, and (b) the transfer, conveyance and sale of the Note by the Parent, to Buyer pursuant to the terms hereof. Subject to any necessary authorization from the Bankruptcy Court, neither the execution and delivery by the Seller and Parent of this Agreement, nor the consummation by the Parent and the Seller of the transactions contemplated hereby, will (i) conflict with or violate any provision of the formation or similar documents of the Parent or the Seller, (ii) require on the part of the Parent or the Seller any notice to or filing with, or any permit, authorization, consent or approval of, any Governmental Entity, (iii) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party the right to terminate, accelerate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which the Parent or the Seller is a party or by which the Seller is bound or to which its assets are subject, except for (A) any conflict, breach, default, acceleration, termination, modification or cancellation which would not have a material adverse effect upon the consummation of the transactions contemplated hereby or result in any liability to the Company or the Buyer, or (B) any notice, consent or waiver the absence of which would not have a material adverse effect upon the consummation of the transactions contemplated hereby or result in any liability to the Company or the Buyer, or (iv) violate any constitution, judgment, ruling, charge, order, writ, injunction, decree, statute, rule or regulation, or other restriction of any Governmental Entity applicable to the Parent or the Seller.

I.11 Powers of Attorney

There are no outstanding powers of attorney executed on behalf of the Parent or the Seller relating to the Interests, the Note, this Agreement, and all other agreements contemplated hereby, other than any power of attorney, including any stock powers, required to be executed by the Seller in connection with the transactions contemplated hereby and delivered to the Buyer at Closing.

I.12 Certain Business Relationships

Except as set forth on Schedule 2.6, neither the Parent or the Seller nor any of its officers, directors, members or managers, (a) owns any property or right, tangible or intangible, which is

used in the business of the Company, (b) owes any money to, or is owed any money by or has any other claim of any nature against, the Company, or (c) is directly or indirectly interested in any agreement (written or oral) to which the Company is a party, or which relates to the Company's Business.

I.13 Closing Expenses

The Parent and the Seller have no liability to pay any fees or commissions to any investment banker, broker, finder or agent with respect to the transactions contemplated by this Agreement.

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller that the statements contained in this Article I.13 are true and correct as of the date of this Agreement, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date):

I.14 Organization, Qualification and Corporate Power.

The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with full power and authority to conduct its business as it is now being conducted and to own, lease or use the properties and assets that it purports to own, lease or use. The Buyer is duly qualified or licensed to do business as a foreign corporation and is in corporate and tax good standing (where such concepts are recognized under applicable Law) in each state or other jurisdiction where the nature of the activities conducted by it requires such qualification, except where the failure to be so qualified or in good standing would not reasonably be expected to have a Buyer Material Adverse Effect.

I.15 Authorization of Transaction.

The Buyer has all requisite power and authority to execute and deliver this Agreement and all other agreements contemplated hereby to which the Buyer is a party and to perform its obligations hereunder and thereunder. The execution and delivery by the Buyer of this Agreement and all other agreements contemplated hereby to which the Buyer is a party, and the consummation by the Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of the Buyer. This Agreement and all other agreements contemplated hereby to which the Buyer is a party have each been, or when executed and delivered by the Buyer will be, duly and validly executed and delivered by the Buyer and each constitutes a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and to general principles of equity.

I.16 Noncontravention.

Neither the execution and delivery by the Buyer of this Agreement nor the consummation by the Buyer of the transactions contemplated hereby, will (a) conflict with or violate any provision of the

certificate of incorporation or bylaws of the Buyer, (b) require on the part of the Buyer any notice to or filing with, or any permit, authorization, consent or approval of, any Governmental Entity, (c) conflict with, result in breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party any right to terminate, accelerate, modify or cancel, or require any notice, consent or waiver under, any material contract or instrument to which the Buyer is a party or by which the Buyer is bound or to which its assets are subject, except for (i) any conflict, breach, default, acceleration, termination, modification or cancellation which would not adversely affect the consummation of the transactions contemplated hereby or have a Buyer Material Adverse Effect or (ii) any notice, consent or waiver the absence of which would not have a Buyer Material Adverse Effect, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Buyer or any of its properties or assets.

I.17 Litigation.

There are no actions, suits or legal, administrative or arbitration proceedings pending against, or, to the Buyer's knowledge, threatened against, the Buyer which would adversely affect the Buyer's performance under this Agreement or the consummation of the transactions contemplated by this Agreement.

I.18 Closing Expenses. The Buyer has no liability to pay any fees or commissions to any investment banker, broker, finder or agent with respect to the transactions contemplated by this Agreement.

COVENANTS

I.19 Expenses.

Except as specifically set forth in this Agreement, each of the Parties shall bear its own costs and expenses related to third party legal and accounting fees and expenses paid or incurred in connection with this Agreement and the transactions contemplated hereby.

I.20 Consents and Approvals.

To the extent that any of the Company's contracts require the consent, waiver or approval of another Person for the transfer of the Interests from the Seller to Buyer, and such consent, waiver or approval has not been obtained prior to the Closing, the Buyer, the Company and the Seller shall use their commercially reasonable efforts, and the Seller shall cooperate with Buyer, to obtain at the earliest practicable date any such consents, approvals and waivers; provided, however, that no Party shall be obligated to pay any consideration to any third party from whom consent or approval is requested. Additionally, to the extent that any such consent, waiver or approval has not been obtained prior to the Closing, the Buyer, the Company and the Seller shall use their commercially reasonable efforts, and the Seller shall cooperate with the Buyer and the Company, to obtain at the earliest practicable date any such consents, approvals and waivers; provided, however, that no party shall be obligated to pay any consideration to any third party from whom consent or approval is required.

I.21 Confidential Information.

(a) The Seller acknowledges and understands that the Seller has had or will have access to certain confidential, secret and proprietary information and materials owned by the Company or its Affiliates or which relate to the historical, current or planned Company's Business (as defined below) or any related business activities, including but not limited to, all information that relates to (i) the Company's business plans, strategic plans, forecasts, budgets, sales, projections and costs; (ii) the personnel and payroll records and employee lists for Company personnel; (iii) marketing activities, plans, promotions, operations, and research and development; (iv) business operations, internal structures and financial affairs; (v) systems and procedures; (vi) inventions, processes, formulas, designs and developments; and (vii) proposed services and products and all other information the Company or its Affiliates reasonably designate as "confidential" (hereafter the "Confidential Information"); provided, however, that Confidential Information shall not include information which (1) is or becomes publicly known other than as a result of the Seller's actions in violation of this Agreement; (2) is or has been independently developed or conceived by Seller without use of Confidential Information; or (3) becomes available to Seller on a non-confidential basis from a source other than the Company if such source is not known by Seller to be bound by a confidentiality agreement regarding the Company. Subject to Section b below, Seller shall not, directly or indirectly, disclose or use any Confidential Information of which Seller is or becomes aware. Seller shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained in this Section I.21 shall prevent Seller from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over Seller; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the Buyer; or (vi) to Seller's Representatives who, in the reasonable judgment of Seller, need to know such Confidential Information and agree to be bound by the provisions of this Section I.21 to the same extent as Seller; provided, that in the case of clause (i), (ii) or (iii), Seller shall notify the Company and Buyer of the proposed disclosure as far in advance of such disclosure as practicable and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) Upon the Company's written request, Seller and its Representatives shall promptly destroy all written Confidential Information and any other written materials containing the Confidential Information without retaining, in whole or in part, any copies, extracts or other reproductions (whatever the form or storage medium) of such materials, and shall, at the Company's written request, certify the destruction of such materials in writing to the Company. Notwithstanding the foregoing, Seller and its Representatives (i) may retain copies of the Confidential Information in accordance with policies and procedures implemented by such Persons in order to comply with applicable law, regulation, professional standards or document

retention policies and (ii) will not be required to destroy electronic versions of the Confidential Information to the extent such destruction is not reasonably practical.

I.22 Survival. The covenants contained in this Agreement, and any other provisions that by their terms apply or are to be performed in whole or in part after the Closing, shall survive the Closing and shall continue until otherwise terminated in accordance with their terms.

MUTUAL RELEASE

I.23 Release by Seller. The Seller hereby releases, acquits and forever discharges, to the fullest extent permitted by Law, the Buyer of, from and against all claims, counterclaims, demands, debts, actions, causes, of action, suits, losses, damages or liabilities of any nature whatsoever, whether known or unknown, which Seller ever had, now has or hereafter can, shall or may have against the Buyer (i) based upon, arising out of or relating to their respective obligations under the LLC Agreement, or (ii) in respect of any and all Damages incurred or suffered by Seller at any time prior to the Closing that relate to the Company (collectively, the "Seller Released Claims"); provided, however, that Seller Released Claims shall not include any liabilities or obligations of the Buyer based upon, arising out of or relating to Buyer's obligations under this Agreement.

I.24 Release by Buyer, the Member and the Company.

The Buyer, the Member and the Company ("Buyer Releasors") hereby, jointly and severally, release, acquit and forever discharge, to the fullest extent permitted by Law, the Seller and Parent (collectively the "Seller Released Parties") of, from and against all claims, counterclaims, demands, debts, actions, causes, of action, suits, losses, damages or liabilities of any nature whatsoever, whether known or unknown, which the Buyer Releasors ever had, now have or hereafter can, shall or may have against any of the Seller Released Parties (i) based upon, arising out of or relating to their respective obligations under the LLC Agreement, (ii) in respect of any and all indebtedness owed by the Seller or the Parent to the Buyer, including, without limitation, any obligations in respect of the Blood Testing Obligation, and (iii) in respect of any and all Damages incurred or suffered by the Buyer Releasors at any time prior to the Closing that relate to the Company (collectively, the "Buyer Released Claims"); provided, however, that Buyer Released Claims shall not include any liabilities or obligations of the Seller Released Parties based upon, arising out of or relating to their respective obligations under this Agreement.

MISCELLANEOUS

I.25 Press Releases and Announcements.

Any press release or other public announcement with respect to this Agreement or the transactions contemplated hereby shall require the prior written consent of both Seller and Buyer.

I.26 No Third-Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns; provided, however, that the Seller Released Parties, to the extent not direct Parties to this Agreement, are express third party beneficiaries of the provisions of Article I.22.

I.27 Entire Agreement.

This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and, except as otherwise specifically provided herein, supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, with respect to the subject matter hereof.

I.28 Succession and Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties.

I.29 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and all certificates, agreements, instruments and documents referred to in this Agreement may be executed and delivered by e-mail, fax or other electronic transmission.

I.30 Headings.

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

I.31 Notices.

All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly delivered four Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one Business Day after it is sent for next Business Day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to the Seller:

HDL USA Holdings, LLC
Attn: Douglas Sbertoli
737 N. 5th Street, Suite 200
Richmond, VA 23219

Copy to:

Jason W. Harbour, Esq.
Hunton & Williams LLP
951 E. Byrd Street
Richmond, VA 23219

If to the Buyer or the Company:

Copy to:

Sydney Investment Group, LLC
Attn: President
575 Pharr Rd NE
#550749
Atlanta, GA 30355

Richard B. Herzog, Esq.
Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, GA 30363

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

I.32 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia (without giving effect to any choice or conflict of law provision or rule thereof).

I.33 Amendments and Waivers.

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Buyer, the Company and the Seller. No waiver of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by any Party with respect to any default, misrepresentation or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

I.34 Severability.

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

I.35 Jurisdiction; Waiver of Jury Trial.

Each Party (a) submits to the jurisdiction of any state or federal court sitting in Richmond, Virginia in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (c) waives any claim of inconvenient forum or other challenge to venue in such court, (d) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court and (e) waives any right it may have to a trial by jury with respect to any action or proceeding arising out of or relating to this Agreement. Each Party waives any right it may have to a trial by jury with

respect to any action or proceeding arising out of or relating to this Agreement. Each Party agrees to accept service of any summons, complaint or other initial pleading made in the manner provided for the giving of notices in Section I.31, provided that nothing in this Section I.35 shall affect the right of any Party to serve such summons, complaint or other initial pleading in any other manner permitted by law.

I.36 Construction.

(a) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(b) Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

(c) Any reference herein to "including" shall be interpreted as "including without limitation."

(d) Any reference to any Article, Section or paragraph shall be deemed to refer to an Article, Section or paragraph of this Agreement, unless the context clearly indicates otherwise.

I.37 Specific Performance.

Each Party acknowledges and agrees that the other Parties would be damaged irreparably if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Parties will be entitled to injunctive relief, without the need to post any bond or other security, to prevent or remedy breaches of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions in any Legal Proceeding instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, subject to Sections I.32 and I.35, in addition to any other remedy to which they may be entitled, at law or in equity.

I.38 Currency.

All references herein to "Dollars" and amounts preceded by a "$" shall be construed as references to United States dollars.

[remainder of this page intentionally left blank- signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Membership Interest Purchase Agreement as of the date first above written.

THE COMPANY:
GLOBAL GENOMICS GROUP, LLC

By: ______________________________
Name: ___________________________
Title: ___________________________

THE BUYER:
SYDNEY INVESTMENT GROUP, LLC

By:______________________________
Name: ___________________________
Title: __________________________________

THE SELLER:
HDL USA HOLDINGS, LLC

By: ______________________________
Name: ___________________________
Title: ___________________________

THE PARENT:
HEALTH DIAGNOSTIC LABORATORY, INC.

By: ______________________________
Name: ___________________________
Title: ___________________________

THE MEMBER:
3G FOUNDERS, LLC

By: ______________________________
Name: ___________________________
Title: ___________________________

EXHIBIT A

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the meaning set forth below.

"Affiliate" shall mean any affiliate, as defined in Rule 12b-2 under the Exchange Act.

"Agreement" shall have the meaning set forth in the preamble of this Agreement.

"Bankruptcy" shall have the meaning set forth in the recitals of this Agreement

"Blood Testing Obligation" shall have the meaning set forth in the recitals of this Agreement

"Business Day" shall mean any day other than (a) a Saturday or Sunday or (b) a day on which the United States federal government is closed for the observance of any holiday.

"Buyer" shall have the meaning set forth in the first paragraph of this Agreement.

"Buyer Certificate" shall mean a certificate, executed by the Buyer, to the effect that (a) the representations and warranties of the Buyer set forth in Article I.13 of this Agreement are true and correct in all material respects as of the Closing Date; and (b) the Buyer has performed or complied in all material respects with its agreements and covenants required to be performed or complied with under this Agreement as of or prior to the Closing.

"Buyer Material Adverse Effect" shall mean any material adverse change, event, circumstance or development with respect to Buyer's ability to consummate the transactions contemplated by this Agreement. For the avoidance of doubt, the Parties agree that the terms "material," "materially" or "materiality" as used in this Agreement with an initial lower case "m" shall have their respective customary and ordinary meanings, without regard to the meaning ascribed to Buyer Material Adverse Effect.

"Buyer Released Claims" has the meaning set forth in Section I.24.

"Buyer Releasors" has the meaning set forth in Section I.24.

"Closing" shall mean the closing of the transactions contemplated by this Agreement.

"Closing Date" shall mean the date of this Agreement as set forth in the first paragraph of this Agreement but in no event after December 15, 2015.

"Closing Payment" has the meaning set forth in Section a.

"Company" shall have the meaning set forth in the first paragraph of this Agreement.

"Company's Business" shall mean the activities, products or services of the type conducted, authorized, offered or provided by the Company within two years of the Closing Date, which the

Seller agrees includes life-sciences, and biotechnology, focusing on the discovery of blood based biomarkers (diagnostic tests) and pharmaceutical targets in cardiovascular and metabolic diseases.

"Confidential Information" has the meaning set forth in Section I.21.

"Damages" shall mean any and all debts, obligations and other liabilities, monetary damages, Taxes, fines, fees, penalties, interest obligations, deficiencies, decreases in value, encumbrances, amounts paid in settlement, and other losses and expenses, and any and all notices, actions, suits, proceedings, claims, demands, assessments, judgments, costs, penalties, causes of action, interest and related expenses, including without limitation fees and disbursements of attorneys, accountants, consultants and other professionals, court costs and costs of investigation and mitigation, incident to any and all of the foregoing.

"Disclosure Schedule" shall mean the disclosure schedule provided by the Seller to the Buyer on the date hereof.

"Dollars" has the meaning set forth in Section I.38.

"Encumbrances" has the meaning set forth in Section I.7.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Governmental Entity" shall mean any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority (or any department, agency, or political subdivision thereof).

"Interests" shall have the meaning set forth in the recitals of this Agreement.

"Laws" means any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, Court Order, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity.

"Legal Proceeding" shall mean any action, suit, proceeding, claim, arbitration or investigation before any Governmental Entity or before any arbitrator.

"LLC Agreement" means the limited liability company agreement of the Company, as amended.

"Note" shall have the meaning set forth in the recitals of this Agreement.

"Note Balance" shall have the meaning set forth in the recitals of this Agreement.

"Ordinary Course of Business" shall mean the ordinary course of business consistent with past custom and practice (including with respect to frequency and amount).

"POC" shall have the meaning set forth in the recitals of this Agreement

"Parent" shall have the meaning set forth in the recitals of this Agreement.

"Parties" shall mean the Buyer, the Company, the Member and the Seller.

"Permits" shall mean all permits, licenses, registrations, certificates, orders, approvals, franchises, and similar rights issued by or obtained from any Governmental Entity (including those relating to the occupancy or use of owned or leased real property).

"Permitted Encumbrances" has the meaning set forth in the definition of "Security Interest."

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a Governmental Entity.

"Purchase Price" has the meaning set forth in Section a.

"Representative" means, with respect to any Person, any and all Affiliates, directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Security Interest" shall mean any mortgage, pledge, security interest, lien, charge or encumbrance (whether arising by contract or by operation of law), other than (i) liens in favor of mechanics, materialmen carriers and warehouseman, to secure claims for labor, materials or supplies and other like liens, (ii) liens arising under worker's compensation, unemployment insurance, social security, retirement, and similar programs mandated by applicable Law, (iii) liens on goods in transit incurred pursuant to documentary letters of credit, in each case arising in the Ordinary Course of Business of the Company and not material to the Company, (iv) liens for Taxes not yet due and payable or Taxes that are being contested in good faith by appropriate proceedings, or (v) liens that arise under zoning, land use or similar Laws and other imperfections of title or Encumbrances which do not materially affect the use or marketability of the property subject thereto. Items (i) through (v) in the immediately preceding sentence shall be collectively referred to herein as "Permitted Encumbrances."

"Seller Certificate" shall mean a certificate, executed by the Seller and the Parent, to the effect that (a) the representations and warranties of the Seller and Parent set forth in Article b of this Agreement are true and correct in all material respects as of the Closing Date; and (b) the Seller and Parent have performed or complied in all material respects with its agreements and covenants required to be performed or complied with under this Agreement as of or prior to the Closing.

"Seller Released Claims" has the meaning set forth in Section I.23.

"Seller Released Parties" has the meaning set forth in Section I.24.

"Subsidiary" shall mean any corporation, partnership, trust, limited liability company or other non-corporate business enterprise in which the Company (or its Subsidiary) holds stock or other ownership interests.

"Tax" or "Taxes" shall mean all taxes, charges, fees, levies or other similar assessments or liabilities in the nature of taxes, including income, gross receipts, ad valorem, premium, value-added, excise, real property, personal property, sales, use, transfer, withholding, employment, unemployment, insurance, social security, business license, business organization, environmental,

workers compensation, payroll, profits, license, lease, service, service use, severance, stamp, occupation, escheat, windfall profits, customs, duties, franchise, estimated and other taxes imposed by the United States of America or any state, local or foreign government, or any agency thereof, or other political subdivision of the United States or any such government, whether or not disputed, and any interest, fines, penalties, assessments or additions to tax resulting from, attributable to or incurred in connection with any tax or any contest or dispute thereof.

"Tax Returns" shall mean all reports, returns, declarations, statements or other information required to be supplied to a Taxing authority or Governmental Entity with jurisdiction over Taxes.

SCHEDULE ii

REQUIRED RESIGNATIONS

Joseph P. McConnell from the Global Genomics Group (and related subsidiaries) Board of Managers

G. Russell Warnick from the Global Genomics Group (and related subsidiaries) Board of Managers

SCHEDULE I.12

CERTAIN BUSINESS RELATIONSHIPS

Note

Blood Testing Obligation

LLC Agreement