

EXHIBIT A

Julianne Abend

From: Allan Bombard [IMCEAEX- O=LENETIX_OU=FIRST+20ADMINISTRATIVE+20GROUP_CN=RECIPIENTS_CN=ABOMBARD@EXCHPROD.USA.NET]
Sent: Thursday, October 09, 2008 11:01 PM
To: Lenny Kellner
Subject: Stock Distribution Info
Attachments: Chip Notes on Options - ATB comments in red.doc



Chip Notes on
Options - ATB co...

Len,

I received a nice summary email re: the issue of stock/stock option distribution from Chip. I've attached the document, with my comments in red. The logic will transfer to the documents in the next email: my employment letter and yours.

There will then be another email with all of the employment letters for the other new hires. None of the letters say anything about "ownership interest" although we will need to address that, and benefits, with all of them. We can work on that next. I just wanted to get something out to our key people so they at least have something tangible.

We can discuss later tomorrow when I arrive in San Diego. Remember to speak with Reeny about your schedule (and hers) next weekend.
Allan

Allan T. Bombard, MD
Chief Executive Officer
Lenetix, Inc.
174 Mineola Boulevard
Mineola, NY 11501
www.Lenetix.com
(800) 237.2435

10/9/2008 5:45:00 AM

Lenny, my comments below are in red italics. Allan

Once you start to talk about percentage ownership of a growing start-up company rather than a specific number of shares, you have a moving target that becomes hard to hit. Every time a new share is issued, the ownership percentage of the shareholders of already issued shares is reduced. Usually, a company (at the outset) will set aside a certain number of shares for its stock option or stock bonus programs. The number of shares in the program represents the percentage (when all the shares/options are issued/vested) of the company in the hands of its employees and consultants.

For example, suppose Lenetix has authorized 10,000,000 shares of common stock and assume 3,500,000 shares are issued to Mr. Kellner first as the founder and only shareholder. So, starting out he has 100% of the company.

Next, suppose he wants to set up a stock option / employee restricted stock ownership program to attract qualified personnel so that after all the shares in the programs are issued, he still has 70% ownership of the company. To do that, the Board of Directors would allocate 1,500,000 shares to the program. Note that as the shares in the programs are issued, Mr. Kellner's percentage ownership interest decreases until the 70% limit is reached. Note also that there are still another 5,000,000 authorized but unissued shares available for a variety of purposes - for sale to investors, for reward to personnel outside the stock option / employee stock ownership programs, etc.

Recognize, however, that if all the additional 5,000,000 shares were issued, Mr. Kellner's 70% ownership interest in the company would be diluted to 35% and your 10% ownership would be diluted to 5%.

Continuing with our example, if you were to receive 10% of the company at the beginning (before any other shares are issued) you would receive 388,888.9 shares (so that Mr. Kellner's 3,500,000 shares would be 90% of the total [$3,500,000 = 0.9X$; $X = 3,888,889$ shares issued; 388,889 to ATB]). For you to have 10% after all the shares in the option program were issued, you would need 500,000 shares (10% of 5,000,000). Of course, that would only leave 1,000,000 shares (or 20% ownership in the company) available in the programs for issuance to other employees or consultants.

Let, these 1,000,000 shares could be used for the ownership interest(s) we addressed in the spreadsheet and which I called "restricted stock units" for lack of a better term. I think what we really want to do is assign options according to the various percentages listed under the Performance Bonus column in the spreadsheet.

So, for example, if an employee was to be given 0.1% equity in the form of an incentive bonus, s/he would receive 10,000 options ($0.1 \times 1,000,000$). In other words, the % performance bonus would be paid in stock and the better place to address the issue is at the outset of the stock option / employee stock ownership plans and earmark the % there, although you will still have the dilution

problem. (Chip tells me that there will ultimately be a tax issue whether the employee receives stock or cash.)

Chip also recommends that founders of start up companies not give up any more of their companies than absolutely necessary and always impose serious restrictions on any shares that are issued (as you and I discussed). Moreover, he recommends issuing specific numbers of shares and not a percentage of the company. This makes the most sense to me, too – and I think you agree.

In general, one needs to start with the end in mind and work the problem backwards, holding some variables constant. The first variable is what will Mr. Kellner's ownership interest in the company be after taking care of you and key personnel. (A typical number is 60% to 70%) What percentage ownership is he willing to give up to a "major investor?" This question is tougher - the founder rarely wants to drop below 51%. *Len, you and I both agree on this – the absolute minimum you need to retain is 51%.*

You and Mr. Kellner have much to talk about. In the meantime, perhaps the following language may get you closer to where you want to be in your employment letter:

"Finally, you will be eligible for a performance bonus equal to 50% of the number of shares you hold in the Corporation (5% performance bonus = 50% of 10%) upon the signing of a contract for the acquisition of Lenetix by a qualified buyer or executed initial public offering (IPO)." *[For the 5% performance bonus that you as President will receive, the language in your employment letter*

would be "...a performance bonus equal to 8.3% (5% performance bonus = 8.3% of 60%) of the number of shares..." For all other recipients the language would just cite the # of shares.]

I can discuss this with you in more detail when I return to the office on Tuesday, October 14, 2008.

10/9/2008 5:45:00 AM

10/9/2008 5:45:00 AM

Julianne Abend

From: Allan Bombard [IMCEAEX-OU=LENETIX_OU=FIRST+20ADMINISTRATIVE+20GROUP_CN=RECIPIENTS_CN=ABOMBARD@EXCHPROD.USA.NET]
Sent: Friday, October 03, 2008 6:24 AM
To: jeffstern@verizon.net
Cc: Lenny Kellner
Subject: Employment Letter
Attachments: Ltx Employment Offer Ltr Template 081001.doc



Ltx Employment
Offer Ltr Templ...

Jeff,

Attached is the draft employment letter that I mentioned, for you to "NY-ize." I can go over it with you at your convenience.

I anticipate that this will go out to all new employees - should one (this or modified version) go out to current / long-term (LT) employees so that they have something in their file? I think so, particularly if they are going to benefit in any acquisition. Lenny has given most, but not all, LT employees a small % of the company if we are bought and they are employees in good standing.

It was good seeing you again yesterday - I look forward to seeing you more regularly.
Allan

Allan T. Bombard, MD
CEO, Lenetix MSL, Inc.
174 Mineola Boulevard
Mineola, NY 11501
www.Lenetix.com
(800) 237.2435



Lenetix, Inc.
174 Mineola Boulevard
Suite #1
Mineola, New York 11501

[XXX]
[XXX]
[XXX, NY XXXXX]

October 1, 2008

Dear [XXX]:

Lenetix Medical Screening Laboratory, Inc. ("Lenetix, Inc.") is pleased to confirm its offer to employ you as [XXX (CEO)] reporting to [XX]. Your start date will be [XXX]. Your base compensation for this position will be at the rate of \$[XXX] per month (which annualizes to \$[XXX]).

You will receive a retention bonus in the form of restricted stock units of up to [XXX]% of net company value to be paid at the time of acquisition of Lenetix, Inc. if you are an employee in good standing at that time. This bonus is contingent upon Lenetix' and your achievement of significant, measurable goals. The compensation plan is operated at the sole discretion of Lenetix and is subject to review, modification, or revocation at any time.

[You will also be eligible to participate in Lenetix' Nonqualified Deferred Compensation Plan when implemented. As [XXX], you are considered a Tier [XXX] will] employee of Lenetix, Inc. and are eligible for a Change in Control agreement. The details of this document will be given to you separately.]

You will be eligible for a Performance Review and consideration of a merit increase during the January 2010 review cycle. As a regular, full-time employee you are eligible to participate in the employee benefit plans which Lenetix, Inc. offers to its employees. Descriptions of the benefit plans currently being offered will be made available to you. These plans may vary from time-to-time, be amended, or be terminated with or without prior notice.

In making this offer, Lenetix, Inc. understands that you are not under any obligation to any former employer or person, firm, or corporation, which would prevent, limit,

or impair in any way the performance by you of your duties as an employee of Lenetix, Inc.

It is understood that you not being offered employment for a definite period of time and that either you or Lenetix, Inc. may terminate the employment relationship at any time and for any reason without prior notice. The "at-will" nature of the employment between you and Lenetix, Inc. cannot be changed or modified other than in writing signed by the CEO.

[This offer is contingent upon successful completion of reference checks and, if elected by Lenetix, Inc., a background investigation that may include civil and criminal court records, education, credentials, identity, social security number, previous employment, and driving records.]

Please indicate your acceptance of this offer by signing and dating this letter and returning it to me.

Sincerely,

Allan T Bombard, MD
Chief Executive Officer

Agreed: _____ Date: _____
[XXX]

Julianne Abend

From: allan@nvbpartners.com
Sent: Thursday, October 02, 2008 10:39 PM
To: Chip McAteer
Cc: jeffstern@verizon.net; Lenny Kellner
Subject: RE: Employment Docs

Chip,

Thanks -

Anything you can do to expedite the employment letter will be appreciated. I am working with Jeff Stern, copied on this. Jeff is Lenny's attorney and has done most of the legal work for Lenetix. Jeff is going to help me get employment letters out to ALL of the other employees - none of whom have one! I will sign as the CEO, and cannot do that until I have my own employment letter done.

I agree, and I believe that Lenny agrees, with your characterization of the 10%. There will also be an incentive payment of 5%, likely in the form of restricted stock units, for both the CEO and President, less for other employees.

No idea how to address the taxable event issue.

The Change in Control document will apply to key senior executives only: CEO, President, and VP of business development. Maybe one or two others - Lenny and I have to discuss who. This will most likely come into effect when Lenetix is purchased. Generally Tier 1 applies to the CEO; Tier II to President, COO, VPBD (now functioning as the COO). Anyone else would be Tier III. The Tiers, at least according to the Sequenom document that I modeled the Lenetix CoC on, establish the multiple of salary paid when the key executives of the purchased company are not given equivalent positions in the purchasing company. Tier I is generally 2x, II is 1X, and III is .5X - I have modified the documents for Lenetix so that the President also gets 2x.

Finally, Lenetix is an S Corp incorporated in New York.
Allan

----- Original Message -----

Subject: Employment Docs
From: "Chip McAteer" <chip@mcateerlaw.com>
Date: Wed, October 01, 2008 6:27 pm
To: "NVB Partners, Inc." <allan@nvbpartners.com>, <atb28@aol.com>, <atbster@gmail.com>

Dear Dr. Bombard:

We have begun our review of the draft employment documents you sent to us and will have more substantive comments to you shortly. In the meantime, while we appreciate your personal relationship with Mr. Kellner, there are a few items in the offer letter that invite immediate comment. First, we assume that the offer of 10% of Lenetix means 10% of the current issued and outstanding shares, and does not preclude dilution of your 10% interest in the event other high level employees are also offered an ownership interest. Second, we confirm that Mr. Kellner has no objection to your trust holding title to the stock. This reminds us, the transfer of stock is probably taxable so you and Mr. Kellner will have to decide how to value the shares. Because you are acquiring a minority interest the shares can be discounted, but the issues needs to be addressed.

7/29/2010

XITENEL 000594

We understand that at present there are no stock option plans or shareholder agreements in place. For multiple reasons, you will probably want both. A major purpose of a shareholder agreement is to govern what happens to your shares (or Mr. Kellner's) in the event a shareholder dies (do you really want to be in business with your deceased partner's heirs), becomes disabled, divorces, retires, or just wants out. How will the shares be valued upon redemption or sale? How will the share purchase price be paid? Etc.

If Mr. Kellner is currently the only shareholder, he is probably the only director. When you become the second shareholder, the corporation will need another director (unless there is already a second director in place). While we are not admitted in New York, its general corporation law should be pretty close to all the states enacting a version of the Model Business Corporation Act (with, we are told, certain features NY has adopted from Delaware's statutes). Generally speaking, if a corporation has only one shareholder, it only needs one director (it can have as many as it wants, but usually fewer is better and one is best.) If there are two shareholders, then the corporation must have at least two directors. If there are three or more shareholders, then the corporation must have at least three directors. We presume you will be a director. There are dangers for being a director in a close corporation. For example, directors can be held personally liable for unpaid employee tax withholdings.

What benefits does being a Tier I employee include?

There is more to come, but these are the first items that jumped out at us.

Very truly yours,

/s/

Chip McAteer
McAteer & McAteer, APLC
110 West C St., Ste. 1500
San Diego, CA 92101
Tel: 619-338-9790
Fax: 619-338-0105
Email: cmcateer@mcateerlaw.com

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Julianne Abend

From: Allan Bombard [atbster@gmail.com]
Sent: Wednesday, October 01, 2008 10:10 PM
To: Lenny Kellner
Subject: Fwd: Employment Docs

FYI

----- Forwarded message -----

From: Chip McAteer <chip@mcateerlaw.com>
Date: Wed, Oct 1, 2008 at 6:27 PM
Subject: Employment Docs
To: "NVB Partners, Inc." <allan@nvbpartners.com>, atb28@aol.com, atbster@gmail.com

Dear Dr. Bombard:

We have begun our review of the draft employment documents you sent to us and will have more substantive comments to you shortly. In the meantime, while we appreciate your personal relationship with Mr. Kellner, there are a few items in the offer letter that invite immediate comment. First, we assume that the offer of 10% of Lenetix means 10% of the current issued and outstanding shares, and does not preclude dilution of your 10% interest in the event other high level employees are also offered an ownership interest. Second, we confirm that Mr. Kellner has no objection to your trust holding title to the stock. This reminds us, the transfer of stock is probably taxable so you and Mr. Kellner will have to decide how to value the shares. Because you are acquiring a minority interest the shares can be discounted, but the issues needs to be addressed.

We understand that at present there are no stock option plans or shareholder agreements in place. For multiple reasons, you will probably want both. A major purpose of a shareholder agreement is to govern what happens to your shares (or Mr. Kellner's) in the event a shareholder dies (do you really want to be in business with your deceased partner's heirs), becomes disabled, divorces, retires, or just wants out. How will the shares be valued upon redemption or sale? How will the share purchase price be paid? Etc.

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What benefits does being a Tier I employee include?

7/29/2010

XITENEL 000596

There is more to come, but these are the first items that jumped out at us.

Very truly yours,

/s/

Chip McAteer

McAteer & McAteer, APLC
110 West C St., Ste. 1500
San Diego, CA 92101

Tel: 619-338-9790
Fax: 619-338-0105

Email: cmcateer@mcateerlaw.com

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Allan

7/29/2010

XITENEL 000597

Julianne Abend

From: Allan Bombard [atbster@gmail.com]
Sent: Monday, September 22, 2008 7:56 AM
To: Lenny Kellner
Subject: ATB Employment Offer
Attachments: Ltx Bombard Employment Offer Ltr.docx

--
Allan

[Lenetix logo & address]

Allan T Bombard, MD
2870 Evergreen Street
San Diego, CA 92106

21 September 2008

Dear Dr. Bombard:

Lenetix Medical Screening Laboratory, Inc. ("Lenetix, Inc.") is pleased to confirm its offer to employ you as Chief Executive Officer (CEO). Your start date will be mutually agreed upon. Your base compensation for this position will be at the rate of \$37,500 per month (which annualizes to \$450,000). As CEO, you are considered a Tier I employee of Lenetix, Inc.

You will assume ownership of 10 (ten) percent of Lenetix, Inc. upon execution of this agreement.

You will also be eligible to participate in Lenetix' Nonqualified Deferred Compensation Plan and are eligible for a Change in Control agreement.

You will be eligible for a Performance Review and consideration of a merit increase during the January 2010 review cycle. As a regular, full-time employee you are eligible to participate in the employee benefit plans which Lenetix, Inc. offers to its employees. Descriptions of the benefit plans currently being offered will be made available to you. These plans may vary from time-to-time, be amended, or be terminated with or without prior notice.

Lenetix Inc. acknowledges that during your employment at Lenetix that you desire to operate an independent medical practice separate and apart from, and unrelated to, your duties and job responsibilities at Lenetix. Lenetix does not object to your operation of such a practice provided that such practice does not interfere with your compliance with all of Lenetix' policies and procedures, and does not interfere with your day-to-day responsibilities in your capacity as an officer and employee of Lenetix. Lenetix and you agree that this practice shall be no more than 4 days per month. Lenetix shall not be responsible or liable in any manner for any actions or inactions by your or your staff (if any) in connection with your medical

practice. Lenetix further requests that your medical practice business cards, advertising, and all other representations (oral or written) regarding your practice bear no connection with Lenetix unless you are provided prior, written authorization.

In making this offer, Lenetix, Inc. understands that you are not under any obligation to any former employer or person, firm, or corporation, which would prevent, limit, or impair in any way the performance by you of your duties as an employee of Lenetix, Inc.

It is understood that you are being offered employment for a 3 (three) year period of time, renewable in 3 (three) year increments upon mutual agreement by you and Lenetix, Inc.

This offer is contingent upon successful completion of reference checks and, if elected by Lenetix, Inc., a background investigation that may include civil and criminal court records, education, credentials, identity, social security number, previous employment, and driving records.

Please indicate your acceptance of this offer by signing and dating this letter and returning it to me.

Sincerely,

Leonard H Kellner
President and Chief Scientific Officer

Agreed: _____ Date: _____
Allan T Bombard, MD