EXHIBIT “A”
LAB SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is entered into by and between Antech Diagnostics (“Antech”) and the party or parties listed below as “Animal Hospital Owner(s)” as of the Effective Date (defined below). This Agreement shall consist of this cover page, the attached terms and conditions and all annexes and attachments referred to below.

PARTIES

Antech: Antech Diagnostics
Address: 17672 Cowan Ave. Irvine, CA 92614
Telephone: 949.752.5612
Facsimile: 949.930.3770

Animal Hospital(s): VetMed Consultants
Owner(s): Dr. T. Arch Anderson
Address: 20635 N. Cave Creek Road, Suite A2
Phoenix, AZ 85024

EFFECTIVE DATE (“Effective Date”): 3/1/2010

TERM OF AGREEMENT (“Term”): 60 Months

PRICING FOR LABORATORY SERVICES  See Annex 1 attached hereto.

MINIMUM AVERAGE ANNUAL FEES  Animal Hospital Owner is required to utilize Antech to provide Laboratory Services required by Animal Hospital(s) in an amount equal to $48,000 per year (the “Minimum Average Annual Fee”), in accordance with the provisions of Section 1 below. The obligations of Animal Hospital Owner with respect to the Minimum Average Annual Fee may be met so long as the amount paid by Animal Hospital Owner to Antech for Laboratory Services during the Term hereof is at least $240,000.

LOAN  As an incentive to enter into this Agreement, Antech will loan to Animal Hospital Owner an amount equal to $35,000 (the “Loan”). Within 30 days of the execution of this agreement, subject to interest at a rate of 7 % per annum, and further subject to the terms and conditions set forth in Section 3.
AGREEMENT

1. Exclusive Laboratory Services Provider.

1.1 During the Term, Animal Hospital Owner shall cause all veterinary diagnostic and clinical laboratory services ("Laboratory Services") that are to be performed for and on behalf of the Animal Hospital(s), to be performed by a veterinary diagnostic laboratory owned by Antech (an "Antech Lab"). Notwithstanding the foregoing: Animal Hospital Owner may cause Laboratory Services that are to be performed for and on behalf of the Animal Hospital(s) to be performed by an entity other than an Antech Lab provided the fees paid to such other entity in the aggregate during each "Contract Year" (i.e., each twelve month period beginning on the date or anniversary date of this Agreement) are less than 10% of all fees paid by or on behalf of the Animal Hospitals in connection with all Laboratory Services during that Contract Year. For the purpose of calculating the 10% aggregate, the following tests will be excluded from calculation: Cultures to Cornell PCR Panels to UC Davis, Uroliths to Minnesota State, Liver Metals to Colorado State, Sex Hormone Panels to Tennessee, Masticatory Myositis to UC Davis, Troponin I to Ohio State.

1.1.1 The Animal Hospitals may use a laboratory other than a Antech Lab to perform any services that a Antech Lab cannot perform;

1.1.2 To the extent so equipped, the Animal Hospitals may use laboratory equipment owned by the Animal Hospital Owner and located at the Animal Hospital premises.

1.2 Laboratory Services. Antech warrants that the Laboratory Services provided to the Animal Hospitals hereunder will be of a quality equal or superior to other similar veterinary laboratories. In the event that an Animal Hospital is not satisfied with the quality of Laboratory Services provided by an Antech Lab, Animal Hospital Owner shall provide written notice to Antech setting forth its concern in reasonable detail. Antech shall have thirty (30) days from receipt of such notice to respond to Animal Hospital Owner’s concern and to make any necessary changes with respect to its provision of Laboratory Services. In the event the response of Antech, including the changes implemented if any, is not reasonably satisfactory to Animal Hospital Owner, the parties hereto shall submit the issue to arbitration.

2. Payment for Laboratory Services. Payment in full for Laboratory Services shall be made within thirty (30) days after receipt of an Antech Invoice.

3. Terms and Conditions of Loan.

3.1 Terms of Loan. The Loan shall bear interest at the rate set forth on the summary page. On each anniversary date of the Effective Date, Animal Hospital Owner shall make an annual payment to Antech in an amount equal to $7,000 plus accrued interest (the "Annual Loan Payment"). All outstanding principal and interest shall be due and payable on the fifth anniversary of the Effective Date (the "Maturity Date").

3.2 Forgiveness of Loan. Notwithstanding the foregoing, so long as Animal Hospital Owner complies with (i) the Minimum Average Annual Fee required pursuant to the terms and conditions hereof; (ii) the exclusivity provisions of Section 1 hereof; and (iii) pays for invoices for Laboratory Services provided hereunder in a timely manner, then Antech shall forgive the Annual Loan Payment for
that given year, and Animal Hospital Owner shall not be required to make the Annual Loan Payment to Antech for such year.

3.3 Default. If (i) a default shall be made in the payment of any Annual Loan Payment which is required to be made heretofore and is not forgiven in Section 3.2, as and when due and payable, and such failure to pay continues for a period of 30 days following written notice thereof by Antech to Animal Hospital Owner; or (ii) Animal Hospital Owner breaches the exclusivity provisions set forth in Section 1 hereof; or (iii) Animal Hospital Owner fails to pay invoices for Laboratory Services provided hereunder within thirty (30) days following notice thereof from Antech, then such shall constitute an event of default with respect to the Loan. At any time after the occurrence of an event of default, Antech may declare the entire amount of the Loan to be due and payable, whereupon the Loan shall become forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived; PROVIDED, HOWEVER, that the amount declared due and payable as a result of such event of default shall (i) NOT include any Annual Loan Payments which have been forgiven in prior years; and (ii) be pro-rated for the year in which the event of default occurs, such that Animal Hospital Owner will be forgiven a pro rata share of the current-year Annual Loan Payment in order to receive credit for the amount of months during the current year which Animal Hospital Owner was in compliance with the terms and provisions of this Agreement. The remedies available to Antech hereunder are intended to compensate Antech for the Loan and discounts provided hereunder, which Loan and discounts would not have been provided unless Animal Hospital agreed to the Minimum Average Annual Fee requirements set forth herein, the requirements set forth in Section 1 regarding exclusivity, and the payment for Laboratory Services hereunder in a timely manner.

4. Confidentiality. Without the prior written consent of a duly authorized officer of Antech and except as required by law or judicial process, Animal Hospital Owner shall not, and Animal Hospital Owner shall cause its officers, directors, employees, representatives and affiliates not to, publicly disclose, advertise, or publish the existence of this Agreement or any terms of this Agreement or any pricing information related to the services provided hereunder.

5. Termination. If (i) a default with respect to the loan occurs as described in Section 3.3, or (ii) Animal Hospital is otherwise in material breach of the terms and provisions hereof, then Antech may terminate this Agreement upon written notice to Animal Hospital Owner.

6. Miscellaneous. Animal Hospital Owner may not assign this Agreement without the prior consent of Antech. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement may be waived unless in writing signed by all of the parties to this Agreement, and the waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision. This Agreement may be amended only by a written agreement executed by all of the parties to this Agreement. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California without giving effect to the choice of law principles thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A party may deliver this Agreement by transmitting a facsimile of this Agreement signed by each party to the other party, which facsimile signature shall be deemed an original for all purposes. The section and subsection headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under
applicable law, but if any provision of this Agreement shall be or become prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date specified above intending to be bound thereby.

ANTECH DIAGNOSTICS

By:
Its:

ANIMAL HOSPITAL OWNER

By: T. Arch Anderson
Its: President
Case 2:11-cv-01404-SRB Document 1-1 Filed 07/15/11 Page 6 of 9

W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: □ Individual/Sole proprietor □ Corporation □ Partnership

Limited liability company: Enter the tax classification (disregarded entity, disregarded entity, partnership) □

Exempt payee

Print or type

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Date

Signature of U.S. person

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Cat. No. 10231X

Form W-9 (Rev. 10-2007)
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1985 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Solo proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, or "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/solo proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.
Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an SSN, see “How to get a TIN below.”

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner see limited liability company (LLC) on page 2, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Form W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 90 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-8. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see “Exempt Payee” on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below:

1. Interest, dividend, and dividend exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than meals or lodging for merchandise or services), medical and health care services (including payments to corporations), payments to a nonprofit organization for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage Interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account</th>
<th>Give name and SSN or:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor 1</td>
</tr>
<tr>
<td>4. a. The usual revocable savings trust grantor (utrust)</td>
<td>The grantor-trustee 1</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner 1</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner 1</td>
</tr>
<tr>
<td>For this type of account</td>
<td>Give name and EIN or:</td>
</tr>
<tr>
<td>6. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>7. A valid trust, estate, or pension trust</td>
<td>Legal entity 1</td>
</tr>
<tr>
<td>8. Corporate or LLC elected corporation status on Form 8832</td>
<td>The corporation</td>
</tr>
<tr>
<td>9. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>10. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>11. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison that receives agricultural program payments)</td>
<td>The public entity</td>
</tr>
</tbody>
</table>

1. List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2. Circle the minor's name and furnish the minor's SSN.

3. You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may enter either your SSN or EIN if you have one, but the IRS encourages you to use your SSN.

4. List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not configured in the account.) Also see Special rules for partnerships on page 1.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TTD 1-866-829-4037.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4378).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition of abandoned property, sale of real property, or contributions made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal non-tax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.