

5. Mr. Roller worked as a Senior Engineer for the User Interface Group. He was a software engineer.

6. To the best of my knowledge, Mr. Roller never worked for GEMS IT in Minnesota.

7. On or about February 18, 2002, Mr. Roller went out on leave. In April of 2002, we presented Mr. Roller with a Separation Agreement and Release, which he signed. A true and correct copy of the Separation Agreement and Release is attached as Exhibit A.

8. Pursuant to the terms of the Separation Agreement and Release, Mr. Roller resigned his employment effective July 26, 2002. Also, under the terms of the Separation Agreement and Release, Mr. Roller agreed to waive all legal claims, including employment discrimination claims, against GEMS IT.

9. Mr. Roller lived in Sioux Falls, South Dakota during his employment with Micro Medical Systems, Inc. and GEMS IT. He lived approximately four blocks away from my house in Sioux Falls.



Robert E. Moore

Subscribed and sworn to before me this 30 day of June, 2005.



Notary Public, State of South Dakota
My Commission:

Terr Strom, Notary Public
My Commission Expires 10-19-2007

Notification Date: 17 April 2002

SEPARATION AGREEMENT & RELEASE

This is an Agreement between GE Medical Systems Information Technologies (the "Company") and Christopher A. Roller (the "Employee").

WHEREAS the Employee shall have no further work responsibilities with the Company effective 26 April 2002;

WHEREAS the Company and the Employee intend the terms and conditions of this Separation Agreement & Release (the "Agreement") to govern all issues related to the Employee's employment and separation from the Company;

WHEREAS the Employee has at least 21 days to consider this Agreement after receiving a written copy of it;

WHEREAS the Company has advised and hereby is again advising the Employee in writing to consult with a lawyer before signing this Agreement;

WHEREAS the Employee has represented and hereby reaffirms that he has disclosed to the Company any information in his possession concerning any conduct involving the Company that he has any reason to believe involves any false claims to the United States or is or may be unlawful or violates Company Policy in any respect;

WHEREAS the Employee acknowledges that the consideration provided him under this Agreement is beyond that to which he is entitled by virtue of any Company plan, policy or practice or by any prior agreement;

WHEREAS the Employee represents that he has not filed any charges, claims or lawsuits against the Company involving any aspect of his employment which have not been withdrawn and terminated as of the date of this Agreement; and

WHEREAS the Employee understands that the Company regards the representations made by him as material and that the Company is relying on these representations in entering into this Agreement;

THE COMPANY AND THE EMPLOYEE THEREFORE AGREE AS FOLLOWS:

1. The Employee shall be terminated from the Company effective 26 April 2002, or when he begins full-time employment with another employer, whichever comes first. The Employee shall have no further work responsibilities effective immediately.
2. The Employee shall be paid his current salary at the Company's regular pay intervals through 26 July 2002, or until he begins full-time employment with another employer, whichever comes first. During this period of salary continuance, participation in the Company Benefit Plans (e.g. medical) will be in accordance with the provisions of the various Company benefit plans for an active employee.
3. The Company will provide outplacement assistance to the Employee through 26 October 2002 or until the Employee begins full-time employment with another employer, whichever comes first.

4. The payment(s) and other consideration set forth in paragraph(s) 2 and 3 above are contingent upon, and are given in consideration of, the Employee's signing of all appropriate releases as determined by the Company.
5. The Employee Innovation and Proprietary Information Agreement remains in effect in accordance with its terms.
6. The Employee and his heirs, assigns, and agents release, waive, and discharge the Company, its directors, officers, employees, subsidiaries, affiliates, and agents from each and every claim, action or right of any sort, known or unknown, arising on or before the Effective Date.
 - a) The foregoing release includes, but is not limited to, any claim of discrimination on the basis of race, sex, religion, marital status, sexual orientation, sexual preference, national origin, handicap or disability, age, veteran status, special disabled veteran status, citizenship status; any claim arising out of or related to an express or implied employment contract, any other contract affecting terms and conditions of employment, or a covenant of good faith and fair dealing; any tort and/or public policy claims and any personal gain with respect to any claim arising under the *qui tam* provision of the False Claims Act, 31 U.S.C. 3730.
 - b) The Employee represents that he understands the foregoing release, that rights and claims under the Age Discrimination in Employment Act of 1967, as amended, are among the rights and claims against the Company he is releasing, and that he understands that he is not releasing any rights or claims arising after the Effective Date.
 - c) The Employee further agrees never to sue or cause the Company to be sued regarding any matter within the scope of the above release. If the Employee violates this release by suing or causing the Company to be sued, the Employee agrees to pay all costs and expenses of defending against the suit incurred by the Company, including reasonable attorney's fees.
7. The Employee agrees to be bound by the following restrictions:
 - a) Employee acknowledges that in connection with his employment at the Company that he obtained knowledge about confidential and proprietary information, or trade secrets of the Company, including but not limited to lists of customers, technical information about Company products and price information (hereinafter the "Information"). Employee acknowledges and agrees, both prior to and following the date on which he signs this Agreement and returns it to the Company, that he has not and will not use, publish or otherwise disclose any Information to others, including but not limited to a subsequent employer or competitor of the Company. If the Employee has any question regarding what data or information would be considered by the Company to be Information subject to this provision, the Employee agrees to contact and receive written clarification and approval to disclose said Information from the Manager, Human Resources for Cardiology Systems Engineering, before disclosing any such data or Information.
 - b) Employee agrees that for a period of two (2) years after the Effective Date, he will not, without prior written approval from the Manager, Human Resources for Cardiology Systems Engineering, directly or indirectly solicit any person who is an employee of the Company to terminate his or her relationship with the Company.
8. Except as otherwise provided herein, the Employee waives any and all other benefits that are not vested by the Termination Date, including that the Employee understands and agrees that his termination of employment from the Company is not to be construed as a triggering event for any benefit under the Lay-Off Benefit Plan for Exempt Salaried Employees.

9. The Employee agrees to make himself reasonably available to the Company to respond to requests by the Company for information pertaining to or relating to the Company and/or the Company's affiliates, agents, officers, directors or employees which may be within the knowledge of the Employee. Employee will cooperate fully with the Company in connection with any and all existing or future litigations or investigations brought by or against the Company or any of its affiliates, agents, officers, directors or employees, whether administrative, civil or criminal in nature, in which and to the extent the Company deems the Employee's cooperation necessary. The Company will reimburse Employee for reasonable out-of-pocket expenses incurred as a result of such cooperation. Nothing herein shall prevent the Employee from communicating with or participating in any government investigation.
10. To the extent permitted by law, Employee agrees that he will not make or cause to be made any statements that disparage, are inimical to, or damage the reputation of the Company or any of its affiliates, agents, officers, directors or employees. In the event a communication in violation of this paragraph is made to anyone, including but not limited to the media, public interest groups and publishing companies, it will be considered a material breach of the terms of this Agreement and the Employee will be required to reimburse the Company for any and all compensation and benefits (other than those already vested) paid under the terms of this Agreement and all commitments to make additional payments to the Employee will be null and void.
11. The Company is not obligated to offer employment to the Employee (or to accept services or the performance of work from the Employee directly or indirectly) now or in the future.
12. The Employee acknowledges and agrees that:
 - a) He has read this entire document, understands its contents and agrees to its terms and conditions freely, knowingly and voluntarily;
 - b) He is hereby being advised to consult with legal counsel before signing this Agreement and has done so or has had the opportunity to do so.
13. The Employee shall keep strictly confidential all the terms and conditions, including amounts, in this Agreement and shall not disclose them to any person other than the Employee's spouse, legal and/or financial advisor(s) (all of whom, the Employee ensures, will not disclose this information), or governmental officials who seek such information in the course of their official duties, unless compelled by law to do so. If a person not a party to this Agreement requests or demands, by subpoena or otherwise, that the Employee disclose or produce this Agreement or any terms or conditions thereof, the Employee shall immediately notify the Company and shall give the Company an opportunity to respond to such notice before taking any action or making any decision in connection with such request or subpoena. In the event a communication in violation of this paragraph is made to anyone, it will be considered a material breach of the terms of this Agreement and the Employee will be required to reimburse the Company for any and all compensation and benefits (other than those already vested) paid under the terms of this Agreement and all commitments to make additional payments to the Employee will be null and void.
14. The Employee may revoke this Agreement in writing within seven (7) days after signing it. The Agreement will not take effect until the Effective Date. If the Employee revokes this Agreement, all of its provisions shall be void and unenforceable.
15. The Termination Date of Employment will be 26 April 2002, or when the Employee begins full-time employment with another employer, whichever comes first. The Effective Date shall be the day immediately following the expiration of the revocation period described in paragraph 14.

- 16. This Agreement constitutes the entire understanding between the parties. The parties have not relied on any oral statements that are not included in this Agreement. Any modifications to this Agreement must be in writing and signed by the Employee and an authorized employee or agent of the Company.
- 17. This Agreement shall be construed, interpreted and applied in accordance with the internal, substantive laws of the State of New York, without regard to principles of choice or conflicts of law.

**GE MEDICAL SYSTEMS
INFORMATION TECHNOLOGIES**

EMPLOYEE

By: _____
(Signature)



Christopher A. Roller

Stuart J. Brown

(Title)

Manager, Human Resources Cardiology Systems Engineering

Date: _____

Date: 24 APR 2002