B10 (Official Form 10) (04/13)

| UNITED STATES BANKRUPTCY COURT | District of Delaware | PROOF OF CLAIM |
|---|---|---|
| Name of Debtor: MedLab Ohio, Inc. | Case Number: 13-12772 | |
| NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.* | | |
| Name of Creditor (the person or other entity to whom the debtor owes money or property): Leasing Associates of Barrington, Inc. | | COURT USE ONLY |
| Name and address where notices should be sent: c/o Eric Grenzebach, P.O. Box 2459, Springfield, IL 62705-2459. Telephone number: (217) 544-8491 email: elg@bhslaw.com | RECEIVED JAN 31 2014 BMC GROUP | ☐ Check this box if this claim amends a previously filed claim. Court Claim Number:____ (*If known*) Filed on:____ |
| Name and address where payment should be sent (if different from above): Telephone number: email: | | ☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. |

**1. Amount of Claim as of Date Case Filed:** $ 45,144.00

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

**2. Basis for Claim:** Lease Agreements
(See instruction #2)

| 3. Last four digits of any number by which creditor identifies debtor: | 3a. Debtor may have scheduled account as: (See instruction #3a) | 3b. Uniform Claim Identifier (optional): (See instruction #3b) |
|---|---|---|

**4. Secured Claim** (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

**Nature of property or right of setoff:** ☐ Real Estate ☐ Motor Vehicle ☑ Other
**Describe:**

**Value of Property:** $ 45,144.00

**Annual Interest Rate** ____ % ☐ Fixed or ☐ Variable
**(when case was filed)**

**Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:** $ 7,524.00

**Basis for perfection:** See attached.

**Amount of Secured Claim:** $ 45,144.00

**Amount Unsecured:** $____

**5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.**

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__)

**Amount entitled to priority:** $____

Laboratory Partners
00458

**Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

**6. Credits.** The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

**7. Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. *(See instruction #7, and the definition of "**redacted**".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**8. Signature:** (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☑ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Eric Grenzebach
Title: Attorney for Leasing Associates of Barrington
Company: Brown, Hay & Stephens, LLP
Address and telephone number (if different from notice address above):

(Signature) 1/30/14 (Date)

217-241-1038 ELG@BHSLAW.COM
Telephone number: email:

*Penalty for presenting fraudulent claim:* Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.*

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).**
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

## DEFINITIONS

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

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

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

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

**Secured Claim Under 11 U.S.C. § 506 (a)**
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

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

**Claim Entitled to Priority Under 11 U.S.C. § 507 (a)**
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

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

## INFORMATION

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

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

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREF

A. NAME & PHONE OF CONTACT AT FILER (optional)

Joanna Fuller 8474288550

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LEASING ASSOCIATES OF BARRINGTON, INC.
33 W. HIGGINS ROAD, SUITE 1030
SOUTH BARRINGTON IL 60010

*DELAWARE DEPARTMENT OF STATE*
*U.C.C. FILING SECTION*
*FILED 12:04 PM 12/01/2011*
*INITIAL FILING # 2011 4584614*

*SRV: 111244781*

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
MEDLAB OHIO, INC.

OR

| 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|---|---|---|---|
| | | | |

| 1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| 855 WEST MARKET STREET | LIMA | OH | 45805 | US |

| 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION |
|---|---|
| CORPORATION | DE |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
LABORATORY PARTNERS, INC.

OR

| 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|---|---|---|---|
| | | | |

| 2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| 671 OHIO PIKE, SUITE K | CINCINNATI | OH | 45245 | US |

| 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION |
|---|---|
| CORPORATION | DE |

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
LEASING ASSOCIATES OF BARRINGTON, INC.

OR

| 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|---|---|---|---|
| | | | |

| 3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| 33 WEST HIGGINS ROAD SUITE 1030 | SOUTH BARRINGTON | IL | 60010 | US |

4. This FINANCING STATEMENT covers the following collateral:

Including but without limitation, One (1) PREVI Isola Automated Microbiological Streaking Instrument with ViLink Gateway Computer...including all attachments and accessories as provided by BIOMERIEUX, INC., leased by secured party as lessor to debtor as lessee under Lease No. 9723000 dated November 21, 2011 as time to time may be amended or supplemented.

EQUIPMENT LOCATION: 26300 Euclid Avenue, Suite 800, Euclid, OH 44132

10. miscellaneous: 9723000 Medlab Ohio

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

9723000

LABarrington

**LETTER OF ACCEPTANCE**

Pursuant to equipment Lease Agreement No. 9723000 dated November 21, 2011 between the undersigned, as Lessee, and LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor, the undersigned agrees that the equipment leased under such agreement,

One (1) PREVI Isola Automated Microbiological Streaking Instrument with Vil ink Gateway Computer including all attachments and accessories

has been installed by the equipment vendor, BIOMERIEUX, INC., and is hereby accepted by the undersigned as of the 12 day of April , 2012

MEDLAB OHIO, INC
Lessee

William DePond, MD
Name of Authorized Signer

Signature

Chief Medical Officer
Title

ONEPAGERLEASMEDLABOHIO 9723000 LOA

LABarrington

Lease No: 9723000



# Lease Agreement

This LEASE AGREEMENT ("Lease") is dated November 21, 2011, and is between LEASING ASSOCIATES OF BARRINGTON, INC., an Illinois corporation ("Lessor"), and MEDLAB OHIO, INC., as Co-Lessee and LABORATORY PARTNERS, INC., as Co-Lessee ("Lessee").

**EQUIPMENT DESCRIPTION:** One (1) PREVI Isola Automated Microbiological Streaking Instrument with ViLink Gateway Computer...including all attachments and accessories as provided by BIOMERIEUX, INC.

| | |
|---|---|
| **EQUIPMENT COST:** | $75,000.00 |
| **Tax** | $ 5,813.00 |
| **TOTAL LEASE COST:** | $80,813.00 |

(Any applicable state and local sales /use taxes or shipping/installation charges will be billed separately.)

**EQUIPMENT DEFINITION:** The term "Equipment" as set forth in this Lease and all related documents hereto shall include all, but not less than all, the equipment provided under this Lease.

**EQUIPMENT LOCATION:** 26300 Euclid Avenue, Suite 800, Euclid, OH 44132

**TERMS:**

| Lease Type | Initial Term | Monthly Rental Amount |
|---|---|---|
| Lease Purchase | 36 Months | $2,508.00 |

**END OF LEASE OPTION:** At the conclusion of the initial term, Lessee may purchase the Equipment for One Dollar ($1.00), plus any applicable taxes.

**CREDIT APPROVAL AND COMMITMENT FEE:** This Lease shall become effective upon Lessee execution and Lessor credit approval and execution. To obtain credit approval, Lessee shall execute and return this Lease with the requested financial information and a commitment fee in the amount of one month's rental. The commitment fee is totally applicable to the last month's rental obligation and is refundable to Lessee only if Lessor does not provide credit approval within 10 days of receipt of all requested information.

**COMMENCEMENT:** The initial term and Lessee's rental obligation begin on the date the Equipment is installed by the vendor and accepted by Lessee ("Commencement Date"). Such acceptance shall not be unreasonably withheld.

**LESSEE**

MEDLAB OHIO, INC. Co-Lessee
855 West Market Street
Lima, OH 45805

Thomas A. Kaylor
Name of Authorized Signer/Title

X VP Finance
Signature

LABORATORY PARTNERS, INC., Co-Lessee
671 Ohio Pike, Suite K
Cincinnati, OH 45245

Thomas A. Kaylor VP Finance
Name of Authorized Signer/Title

X
Signature

**LESSOR**

LEASING ASSOCIATES OF BARRINGTON, INC.
33 West Higgins Road, Suite 1030
South Barrington, IL 60010

Steve Tintera
Name of Authorized Signer

Steve Tintera
Signature

Vice President Operations
Title

**TERMS AND CONDITIONS**

**1. TERM.** This Lease shall be effective on the date of Lessor's execution and shall remain so until the Equipment is purchased or returned to Lessor in accord with Paragraph 9 below ("expiration"). If the initial term of this Lease is extended for any reason, all provisions of this Lease shall apply during any such extension, unless the parties specifically provide otherwise.

**2. RENT.** Lessee shall pay Lessor rent for the Equipment as provided herein beginning on the Commencement Date. Rental payments for the initial term and any renewal term ("rent") shall be due and payable in advance, for the monthly period covered by each such payment, on the first day thereof via electronic debit. Any payment of rent or other obligation not paid when due, at Lessor's option, shall bear interest from the date due until the date paid at the rate of 5% per month or, if less, the highest rate permitted by applicable law. Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind.

The monthly rental is premised upon a Prime Rate of 3.25% and a Five Year Treasury Yield Index of 0.92%. Should the rate or index of either indicator have increased on the Commencement Date, Lessor reserves the right to raise the monthly rent to reflect such increase. Any adjustment shall be one-time only and the revised monthly rent shall remain fixed throughout the initial term. All terms and conditions of this Lease assume a Commencement Date not later than February 21, 2012. Should the Commencement not be effected by such date, Lessor reserves the right of modification of these terms and conditions.

**3. TAXES.** Lessee is responsible for all taxes or fees levied against the purchase, use, lease, rent, operation or ownership of the Equipment, including any interest or penalty, except those taxes on or measured by the net income of Lessor. This obligation shall survive the expiration of this Lease.

**4. DISCLAIMER OF WARRANTY.** Lessee agrees that (a) it has selected the Equipment and vendor, (b) Lessor neither manufactured nor provides service for the Equipment and (c) the Equipment is leased on an "as is" basis. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE, REGARDING THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Lessor transfers to Lessee all of its interest in any express or implied warranties of the manufacturer or vendor of the Equipment.

**5. USE.** The Equipment shall be kept by Lessee (a) complete, in use, in good operating condition and repair and performing according to manufacturer's published specifications, (b) supplied with all necessary parts and service, (c) at a location as indicated herein, (d) subject to inspection by Lessor, (e) free of all security interests and claims except those of Lessor and its assigns and (f) at Lessor's option, conspicuously labeled to disclose Lessor's ownership.

**6. ADDITIONS.** All parts, improvements, additions, replacements and substitutions to the Equipment shall immediately become the property of Lessor.

**7. RISK AND CANCELABILITY.** Lessee shall bear the entire risk of all loss, theft, damage, destruction, condemnation, requisition, taking by eminent domain or other interruption or termination of use of the Equipment from any cause whatsoever ("occurrences"). No (a) occurrences, (b) delay, deficiency or absence of insurance proceeds, (c) unavailability, delay or failure of supplies, reagents, consumables, parts, mechanisms, devices or service for the Equipment or (d) failure of the Equipment to function for any cause shall relieve Lessee of the obligation to pay rent or of any other obligation hereunder. Lessee shall promptly notify Lessor in writing of any of the above events. THIS IS A NON-CANCELABLE LEASE AGREEMENT.

**8. INSURANCE.** Lessee agrees, at its own expense, to maintain physical damage and liability insurance on the Equipment, equal to its full replacement cost, with Lessor and its assigns named as an additional insured and loss payee, effective from the date of delivery of the Equipment until the expiration of this Lease. The insurance shall be with an insurance company, in an amount, and with endorsements and coverage satisfactory to Lessor. Lessee shall provide Lessor and its assigns with a certificate of insurance, with a 30 day cancellation clause. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss, theft, destruction or damage or other claim under such insurance policies. The proceeds of the insurance shall be applied, at Lessor's sole election, toward the replacement or repair of the Equipment or, if the Equipment cannot be replaced or repaired, toward payment of Lessee's obligations. If Lessee fails to procure or maintain the required insurance, Lessor may obtain such insurance at Lessee's expense.

**9. RETURN.** At the expiration of the initial term, any renewal term or termination for any cause, Lessee shall at its own cost and expense promptly assemble, crate and return the Equipment to Lessor in the complete and same condition as when received, performing according to manufacturer's published specifications, ordinary wear and tear excepted, including all items accompanying original shipment. Lessee shall provide 30 days prior written notice of intent to return. The Equipment shall be shipped with insurance and freight prepaid by Lessee to a point designated by Lessor. Should Lessee fail to return, within 10 days of such expiration, all items of Equipment in full accord with the provisions of this Paragraph 9, or to effect any renewal or purchase terms that may be provided by Lessor, then this Lease shall be deemed extended on a month-to-month basis with rent payable in the amount applicable at expiration until such return, renewal or purchase arrangements are consummated and in effect. If, for any reason, the Equipment is not available or cannot be repaired to its required condition, Lessee shall remit to Lessor within 10 days of expiration Lessor's booked residual value of the Equipment.

**10. DISCLAIMER AND INDEMNITY.** Lessor shall not be liable for and Lessee's obligations shall not be diminished because of any claim, cost, damage, demand, expense, liability or loss of any kind incurred by Lessee or any other person or entity (collectively "Claims") caused, or alleged to be caused, directly or indirectly by the Equipment or any (a) inadequacy, delay or interruption of Equipment purpose, use, service or repair, (b) loss of business or revenue or (c) claims of consequential or other damages of any nature. In this regard, Lessee agrees to indemnify and hold Lessor harmless against any such Claims, including reasonable attorney's fees and expenses, asserted or brought against Lessor.

**11. DEFAULT.** An event of default shall have occurred if Lessee (a) fails to pay rent or any other payment within 10 days of its due date, (b) fails to perform any other obligation under this Lease within 10 days of notification, (c) is declared in default of any obligation under any other agreement with Lessor, (d) ceases doing business as a going concern, becomes insolvent or dissolved, assigns assets for the benefit of creditors or enters into any bankruptcy or reorganization proceeding or (e) suffers an adverse material change in its financial condition.

**12. REMEDIES.** Upon any event of default, Lessor shall be entitled to (a) declare the balance of rent and all other amounts due, or to become due, immediately payable, (b) terminate this Lease and take immediate possession of the Equipment, entering upon any premises without liability for doing so, (c) sell, lease or finance all or any part of the Equipment to a third party upon such terms as Lessor may from time to time elect, without any duty to account to Lessee, and Lessee shall remain liable for all rents and other amounts due plus any and all other costs, expenses and damages, including reasonable attorney's fees and legal expenses or (d) avail itself of any other remedy or remedies provided for by any statute or otherwise available at law, in equity, or in bankruptcy or insolvency proceedings. These remedies shall be cumulative.

**13. ASSIGNMENT.** Lessee shall not assign, sell or transfer (a) the Equipment, (b) its interest in this Lease or (c) 50% or more of its ownership interests without the express written consent of Lessor, which shall not be unreasonably withheld. Lessee shall provide Lessor 30 days prior written notice of its intent to so assign, sell or transfer. Should Lessor not consent to such assignment, sale or transfer, Lessee agrees to promptly purchase the Equipment under this Lease for a sum equal to the remaining unpaid rent, any other obligation hereunder then unpaid and any applicable taxes. Lessor and its assigns, without notification, may sell, transfer, assign or grant a security interest in this Lease to a third party ("assignee"). In such event, assignee will have all rights and benefits, but not the obligations, of Lessor. Lessees' obligations will in no way be reduced or abated by such an assignment. Assignees rights will not be subject to any claims, defenses or setoff that Lessee may have against Lessor.

**14. GENERAL PROVISIONS.**
(a) If Lessee fails to pay or to perform any obligation under this Lease, Lessor may, but shall not be obligated to, take any action or pay any amounts that are necessary to protect Lessor's interests. Lessee agrees to reimburse Lessor immediately upon notice for any such payment or incurred expense.
(b) All notices relating to this Lease shall be mailed to Lessor and Lessee at the addresses shown herein, and shall be deemed served when deposited in the U.S. Mail.
(c) Lessee agrees to execute, acknowledge and deliver such instruments, and to take such other action as may be reasonably necessary in the opinion of Lessor, or its counsel, to protect Lessor's interests. Lessee authorizes Lessor to file Uniform Commercial Code financing statements with respect to the Equipment. If this Lease is deemed at any time to be intended as security, then Lessee grants Lessor a security interest in the Equipment and all proceeds from its sale, lease or disposition.
(d) Lessee agrees to provide to Lessor any financial information as Lessor from time to time may reasonably request.
(e) If **Uniform Commercial Code Article 2A - Leases** is deemed to apply to this Lease, it shall be considered a "Finance Lease" as so defined.
(f) This Lease together with notice of Equipment acceptance and any guarantee constitutes the entire agreement between Lessor and Lessee and any change or modification must be in writing and signed by the parties. Lessee agrees that neither the vendor of the Equipment nor any salesperson, employee or agent of vendor is Lessor's agent and shall have no authority to represent or bind Lessor in any manner.
(g) If this Lease or any provision hereof shall be deemed in any way invalid, illegal, or unenforceable, its validity, legality and enforceability in all other respects shall not be in any way impaired. Each of the parties hereto acknowledges that the other party shall not by act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this Lease unless such waiver is given in writing. A waiver on any one occasion shall not be construed as a waiver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall in no way be affected by Lessor's failure to inform Lessee of any noncompliance with any of Lessee's obligations under this Lease. Lessee hereby waives any right to assert that Lessor cannot enforce this Lease because of any failure of Lessor to qualify to do business in any jurisdiction. This Lease has been delivered for acceptance by Lessor in Springfield, Illinois, and the laws of the State of Illinois shall govern the construction, validity, interpretation, performance and enforcement of this Lease. Any action at law or equity arising from or in connection with this Lease, including the enforcement of any term or condition hereof, shall be instituted and litigated in the United States District Court, Central Division, in Springfield, Illinois or in the Sangamon County, Illinois Circuit Court. **Lessee and Lessor agree to waive any rights to a trial by jury.** This Lease shall be binding on Lessor and Lessee and their respective successors, heirs and assigns and shall inure to the benefit of Lessor and Lessee and their successors, heirs and assigns. Lessee warrants that its Signatory to this Lease is authorized to obligate Lessee to its terms.



Initial X
ST

**BROWN, HAY & STEPHENS, LLP**
Legal Counsel

# Memo

**To:** BMC Group, Inc.
**Attention: Laboratory Partners Claims Processing**
18675 Lake Drive East
Chanhassen, MN 55317
**VIA FEDERAL EXPRESS**

**From:** Eric Grenzebach

**Date:** January 30, 2014

**Re:** Delaware Bankruptcy Proceedings:
Laboratory Partners, Inc./13-12769
Kilbourne Medical Laboratories, Inc./13-12771
MedLab Ohio, Inc./13-12772
Biological Technology Laboratory, Inc./13-12774
Terre Haute Medical Laboratory, Inc./13-12775

---

Enclosed please find Proofs of Claim to be filed on behalf of Leasing Associates of Barrington, Inc., in the above referenced cases.

I have enclosed an extra copy of each Proof of Claim form and ask that you return file-stamped copies to me in the envelope provided.

If you have any questions or require anything further, please advise.

ELG:dlw
Enclosures

205 S. Fifth Street, Suite 700 - P.O. Box 2459
Springfield, IL 62705-2459
Tel 217 544 8491/Fax 217 544 9609
www.bhslaw.com

)4| BMC GROUP

)0 **FedEx Express** Package US Airbill

FedEx Tracking Number 8053 0606 7982

MUR1

Form ID No. 0215

RECEIVED
JAN 31 2014
BMC GROUP

**1 From**

Date 1/30/14 [redacted]

Sender's Name Eric Grenzebach Phone 217 544-8491

Company BROWN HAY & STEPHENS

Address 205 S 5TH ST STE 700 Dept./Floor/Suite/Room

City SPRINGFIELD State IL ZIP 62701-2305

**2 Your Internal Billing Reference** 23943

**3 To**

Recipient's Name Laboratory Partners Claims Processing Phone

Company BMC Group, Inc.

Address 18675 Lake Drive East Dept./Floor/Suite/Room
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address
Use this line for the HOLD location address or for continuation of your shipping address.

City Chanhassen State MN ZIP 55317

☐ HOLD Weekday — FedEx location address REQUIRED. NOT available for FedEx First Overnight.

☐ HOLD Saturday — FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

0113346596

8053 0606 7982

**4 Express Package Service** * To most locations.
NOTE: Service order has changed. Please select carefully.

*Packages up to 150 lbs.*
*For packages over 150 lbs., use the FedEx Express Freight US Airbill.*

**Next Business Day**

☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☒ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

**2 or 3 Business Days**

☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.

☐ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

**5 Packaging** * Declared value limit $500.

☐ FedEx Envelope* ☒ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

**6 Special Handling and Delivery Signature Options**

☐ SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☐ No Signature Required — Package may be left without obtaining a signature for delivery.

☐ Direct Signature — Someone at recipient's address may sign for delivery. *Fee applies.*

☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. *Fee applies.*

**Does this shipment contain dangerous goods?**
One box must be checked.

☒ No ☐ Yes As per attached Shipper's Declaration. ☐ Yes Shipper's Declaration not required. ☐ Dry Ice — Dry ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

☐ Cargo Aircraft Only

**7 Payment** *Bill to:*

Enter FedEx Acct. No. or Credit Card No. below.

☐ Sender — Acct. No. in Section 1 will be billed. ☐ Recipient ☒ Third Party ☐ Credit Card ☐ Cash/Check

Obtain recip. Acct. No. ☐

[redacted]

Total Packages 1 Total Weight ____ lbs. Credit Card Auth.

†Our liability is limited to US$100 unless you declare a higher value. See the current FedEx Service Guide for details.

611