B 10 (Official Form 10) (12/11)

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):
DE LAGE LANDEN FINANCIAL SERVICES

COURT USE ONLY

RECEIVED
JAN 31 2014
BMC GROUP

Name and address where notices should be sent:
DE LAGE LANDEN FINANCIAL SERVICES
1111 OLD EAGLE SCHOOL RD
WAYNE, PA 19087

Telephone number: (610) 386-5000 email:

❒ 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: $ 15,501.11

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 AGREEMENT 25065052 25076408 25146147 24991674 24939520
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as:	3b. Uniform Claim Identifier (optional):
5 0 5 2	(See instruction #3a)	(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: $_____

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:
$_____

Basis for perfection: _____

Amount of Secured Claim: $_____

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 $11,725*) 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 $2,600* 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
00432

**Amounts are subject to adjustment on 4/1/13 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, and security agreements. 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. *(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. (Attach copy of power of attorney, if any.) ☐ 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: LARRY LEVIN
Title: BANKRUPTCY MANAGER
Company: DE LAGE LANDEN FINANCIAL SERVICES
Address and telephone number (if different from notice address above):

(Signature) (Date) 01/30/2014

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. 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, attach a complete copy of any power of attorney, and 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.

PROOF OF CLAIM

LEASE	PAYMENT	# PYMTS	AMOUNT
25065052	493.04	1	$ 493.04
25076408	313.11	4	$ 1,252.44
25146147	633.44	16	$ 10,135.04
24991674	Evergreen		$ 836.11
24939520	Evergreen		$ 2,784.48
		Total	**$ 15,501.11**

2506 5052

de lage landen

Lease Agreement

AFS326058-001

LESSEE

Full Legal Name	Phone Number
MEDLAB OHIO, INC.	5137527300
Billing Address: 671 OHIO PIKE, CINCINNATI, OH. 45245,SUITE K	Purchase Order/Requisition Number
Equipment Location (if not same as above)	Send Invoice to Attention of

EQUIPMENT INFORMATION

Equipment Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)
Canon	LC710	KAG 14930 KAG 12936	5	Canon Fax machines with Dual lines
		KAG 12937 UZS 12686		
		UZS 30663		

PAYMENT INFORMATION

Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment
36	$409.00 +	=	
	+	=	
	+	=	

Term of Lease in Months	End of Lease Option	Payment Frequency
36	$1	Monthly

(End of Lease Purchase Option will be FMV unless $1.00 or a price is indicated.)

Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed
0 +	0 +	0 =	0

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date, as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your Lease obligations are absolute, unconditional and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a fee of $75 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are noninterest bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will to pay us a late charge of 10% of the payment or $10, whichever is greater. We will charge you a fee of $25 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. Title: Unless you have a $1.00 purchase option, we will have title to the Equipment. If you have a $1.00 purchase option and/or the lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the equipment.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease Payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease Payments when due.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

7. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial Lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under this Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease Payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by us, or (B) 6% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the "UCC". You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of those rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

LESSEE SIGNATURE

You agree that this is a noncancelable lease. The Equipment is: ☐ NEW ☐ USED

Lessee (Full Legal Name): MEDLAB OHIO, INC.

Signature: [signature]

Print Name: CHARLES HORTON

Title: I.T. EXECUTIVE — Date: 9/17/2010

GUARANTY

I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.

Signature — Date

Print Name

LESSOR

DE LAGE LANDEN FINANCIAL SERVICES, INC.
Lease Processing Center: 1111 Old Eagle School Road, Wayne, PA 19087-8608
PHONE: (800) 735-3273 • FAX: (800) 776-2329

Commencement Date: 9/29/10 — Lease Number

Accepted by: J. [signature]

ACCEPTANCE

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

Signature: [signature] — Date: 9/17/2010

Print Name: CHARLES HORTON — Title: IT EXEC.

©2006 All Rights Reserved. Printed in the U.S.A. @Once 06DEDOC189 08/06

de lage landen

De Lage Landen Financial Services, Inc.

☐ Please check here if your address has changed.
Provide new address on reverse side.

Remittance Section

Invoice No.	Account	Due Date
20034379	371119	12/04/2013
Due This Period	**Amount Enclosed**	
$11.85	$	

See Statement Below

MEDLAB
ATTN ACCTS PYBLE
671 OHIO PIKE
CINCINNATI, OH 45245-4129

Please make check payable to
DE LAGE LANDEN
PO BOX 41602
PHILADELPHIA, PA 19101-1602

2100000200343790000011851

Keep lower portion for your records – Please return upper portion with your payment

DE LAGE LANDEN
PO BOX 41602
PHILADELPHIA, PA 19101-1602

Invoice Date
11/09/2013

Invoice Number
20034379

Account
371119

Contract Number
25065052

Important Messages

Please visit us online at **www.lesseedirect.com** to:
-Make payments
-View copies of your contract and open invoices

See Reverse for Important Information

Invoice Details

Description	Payment Amount	Sales/Use Tax	Total Amount
FINANCE CHARGE	$11.13	$0.72	$11.85
Billed this Invoice			**$11.85**
Balance Due Previous Invoices			**$481.19**
Total Amount Due			**$493.04**

(Please see the following pages for details.)

Asset Details

Contract Number	Serial Number	Make / Model	Asset Number	Payment Amount	Sales/Use Tax	Total Amount
25065052	KAG12936	CANON/LC710	25065052_2	$0.00	$0.00	$0.00
Asset Location: 665 OHIO PIKE CINCINNATI CLERMONT OH 45245-2117 United States						

Asset Details

Contract Number	Serial Number	Make / Model	Asset Number	Payment Amount	Sales/Use Tax	Total Amount
25065052	KAG12937	CANON/LC710	25065052_5	$0.00	$0.00	$0.00
Asset Location: 906 SENATE DR DAYTON MONTGOMERY OH 45459-4017 United States						
25065052	KAG14930.	CANON/LC710	25065052_1	$0.00	$0.00	$0.00
Asset Location: 665 OHIO PIKE CINCINNATI CLERMONT OH 45245-2117 United States						
25065052	UZS12686	CANON/LC710	25065052_3	$0.00	$0.00	$0.00
Asset Location: 600 EXECUTIVE PARK LOUISVILLE JEFFERSON KY 40207-4206 United States						
25065052	UZS30663	CANON/LC710	25065052_4	$0.00	$0.00	$0.00
Asset Location: 166 PROSPEROUS PL STE 3101 LEXINGTON FAYETTE KY 40509-1864 United States						

Account Statement

Invoice Number	Due Date	Amount Invoiced	Balance Due
19308480	10/01/2013	$457.98	$457.98
19724827	10/31/2013	$23.21	$23.21
Balance Due for Prior Billed Invoices			**$481.19**

Late Fee and Finance Charge Details

Past Due Invoice Number	Past Due Invoice Description	Past Due Invoice Due Date	Past Due Invoice Balance Subject to Late Charge	Past Due Invoice Payment Date	Late Fee	Finance Charge
19016515		09/01/2013		10/22/2013		$11.13

25076408

de lage landen

Lease Agreement

AFS331426-001

LESSEE		
	Full Legal Name MEDLAB OHIO, INC.	Phone Number 5137527300
	Billing Address 671 OHIO PIKE, CINCINNATI, OH, 45245,SUITE K	Purchase Order/Requisition Number
	Equipment Location (if not same as above)	Send Invoice to Attention of

EQUIPMENT INFORMATION	Equipment Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)
	Canon	DR-9080C	CZ308844	1	Canon high speed production scanner

PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment	Term of Lease in Months	End of Lease Option	Payment Frequency
	36	$294.00 +	=		36	$1	Monthly

End of Lease Purchase Option shall be FMV unless another option is indicated.

Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed
0 +	0 +	0 =	0

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date, as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your Lease obligations are absolute, unconditional and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a fee of $75 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are noninterest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will to pay us a late charge of 10% of the payment or $10, whichever is greater. We will charge you a fee of $25 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. Title: Unless you have a $1.00 purchase option, we will have title to the Equipment. If you have a $1.00 purchase option and/or the lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the equipment.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease Payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease Payments when due.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

7. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial Lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease Payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by us, or (B) 6% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the "UCC". You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

LESSEE SIGNATURE

You agree that this is a non-cancelable lease. The Equipment is: ☐ NEW ☐ USED

Customer (Full Legal Name): MEDLAB OHIO, INC.

Signature: [signature]

Print Name: CHARLES HORTON

Title: I.T. EXECUTIVE   Date: 11/30/2010

GUARANTY

I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.

Signature: Date:

Print Name:

LESSOR

DE LAGE LANDEN FINANCIAL SERVICES, INC.

Lease Processing Center: 1111 Old Eagle School Road, Wayne, PA 19087-8608

PHONE: (800) 735-3273 • FAX: (800) 776-2329

Commencement Date: 12/9/10   Lease Number:

Accepted By: [signature]

ACCEPTANCE

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

Signature: [signature]   Date: 11/30/2010

Print Name: CHARLES HORTON   Title: IT EXECUTIVE

©2008 All Rights Reserved. Printed in the U.S.A. @Orca 080EDOC189 08/08

de lage landen

De Lage Landen Financial Services, Inc.

☐ Please check here if your address has changed.
Provide new address on reverse side.

Remittance Section

Invoice No.	Account	Due Date
20593691	371119	01/14/2014
Due This Period	**Amount Enclosed**	
$16.72	$	

See Statement Below

MEDLAB OHIO, INC.
ATTN AP
671 OHIO PIKE
CINCINNATI, OH 45245-4129

Please make check payable to
DE LAGE LANDEN
PO BOX 41602
PHILADELPHIA, PA 19101-1602

210000020593691000001672 1

Keep lower portion for your records -- Please return upper portion with your payment

DE LAGE LANDEN
PO BOX 41602
PHILADELPHIA, PA 19101-1602

Invoice Date
12/20/2013

Invoice Number
20593691

Account
371119

Contract Number
25076408

Important Messages

Please visit us online at **www.lesseedirect.com** to:
-Make payments
-View copies of your contract and open invoices

See Reverse for Important Information

Invoice Details

Description	Payment Amount	Sales/Use Tax	Total Amount
LATE FEE	$15.66	$1.06	$16.72
Billed this Invoice			**$16.72**
Balance Due Previous Invoices			**$1,302.60**
Total Amount Due			**$1,319.32**

(Please see the following pages for details.)

Asset Details

Contract Number	Serial Number	Make / Model	Asset Number	Payment Amount	Sales/Use Tax	Total Amount
25076408	CZ308844	CANON/DR9080C	25076408_1	$0.00	$0.00	$0.00
Asset Location: 671 OHIO PIKE CINCINNATI CLERMONT OH 45245-4129 United States						

Account Statement			
Invoice Number	Due Date	Amount Invoiced	Balance Due
19231749	09/15/2013	$313.11	$313.11
19550912	10/15/2013	$329.83	$329.83
19867490	11/15/2013	$329.83	$329.83
20234581	12/15/2013	$329.83	$329.83
Balance Due for Prior Billed Invoices			**$1,302.60**

Late Fee and Finance Charge Details						
Past Due Invoice Number	Past Due Invoice Description	Past Due Invoice Due Date	Past Due Invoice Balance Subject to Late Charge	Past Due Invoice Payment Date	Late Fee	Finance Charge
20234581		12/15/2013	$313.11		$15.66	

25146141

Blue Technologies

Lease Agreement

PHONE (216) 271-4800
FACSIMILE (216) 271-0179

LESSEE

Full Legal Name: ~~Medlab~~ Suburban Medical Laboratory, Inc
DBA Name (if any): Medlab
Billing Address: 26300 Euclid Ave Suite 810 Euclid, OHIO 44132
Phone Number: (330) 628-7500
Purchase Order Requisition No.:
Send Invoice to Attention of: Bob Weg

EQUIPMENT INFORMATION

Equipment Make	Model No	Serial Number	Description (Attach Separate Schedule if necessary)
652	KM		COPIER, FS 527, FK502

Equipment Location (if not same as above): 3575 Forest Lake - Suite 500, Uniontown OH 44685

PAYMENT INFORMATION

Number of Lease Payments	Lease Payment (PLUS)	Sales Tax (EQUALS)	Total Lease Payment
~~60~~ 36	~~350.~~ 599.	3444	63344

Initial X

Term of Lease in Months: 36
Payment Frequency: ☒ Monthly ☐ Quarterly ☐ Other
End of Lease Option: End of Lease Purchase Option shall be FMV unless another option is selected ☒ FMV ☐ 10% ☐ $1 ☐ Other
Security Deposit (PLUS): .
First Payment Period (PLUS): 63344
Other (EQUALS): .
Total Payment Enclosed: 63344

LESSEE SIGNATURE

You agree to all the terms and conditions contained in both sides of this Lease and in any attachments to such, all of which are incorporated by reference and a part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable Agreement for the full term shown above.

You acknowledge that the leased equipment is ☐ NEW ☒ USED

Signature: X [signature] VP Finance
Date: X 12/12/2011
Print Name: X Thomas Kaylor
Title: X VP Finance
For: X Suburban Medical Laboratory, Inc — Legal Name of Corporation or Partnership

(LEASE CONTRACT MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, MANAGER OR PROPRIETOR)

TERMS & CONDITIONS

Please read YOUR copy of this Lease carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE" "US" and "OUR" refer to Blue Technologies Inc. the "Lessor" of the Equipment.

1. **LEASE** WE agree to lease to YOU and YOU agree to lease from US, the Equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions on the face of this Lease and on any attached schedule. In order to maintain OUR rate of return YOU authorize US to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate or if the Lease is not accepted within thirty (30) days of the date YOU sign the Lease.
2. **TERM** The Lease starts on the day the Equipment is delivered to YOU ("the Commencement Date") and Lease payments shall be due as invoiced by US until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. YOUR obligation to pay the Lease Payments and other Lease obligations is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON CANCELABLE.
3. **LATE CHARGES** Whenever any Lease Payment is not made when due, YOU agree to pay US, within one month, a late charge of ten percent (10%) for each delayed payment, with a minimum of $10.00 as compensation for OUR internal operating expenses arising as a result of each delayed payment, but only to the extent permitted by law.
4. **DELIVERY AND ACCEPTANCE** YOU are responsible at YOUR own cost, to arrange for the delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to US). YOU agree to accept the Equipment when it is delivered and to sign an equipment delivery document. WE may at OUR discretion confirm by telephone that YOU have accepted the Equipment and this telephone verification of YOUR acceptance of the Equipment shall have the same effect as a signed delivery and acceptance certificate.

(Terms and Conditions continued on the reverse side of this Agreement.)

GUARANTY

To induce us to enter into this Lease, the undersigned unconditionally, jointly and severally guarantees the prompt payment of all the Lessee's obligations under the Lease. We are not required to proceed against the Lessee or the equipment or enforce other remedies before proceeding against the undersigned. The undersigned waives notice of acceptance and all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to the Lessee and the release and/or concurrence of any obligees of the Lessee or any other guarantors without releasing the undersigned from his or her obligations. This is a continuing guaranty and will remain in effect in the event of the death of the undersigned and will bind the heirs, administrators, representatives, successors and assigns of undersigned and may be enforced by or for the benefit of any assignee or successor of us. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in Paragraph 21 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. This guaranty is governed by and construed in accordance with the Laws of Ohio. The undersigned waives the right to trial by jury.

Signature: | Date:
Print Name:
Home Address:
Phone: | Date of Birth:

Signature: | Date:
Print Name:
Home Address:
Phone: | Date of Birth:

ACCEPTANCE

You acknowledge that the Equipment shown above has been received, has been put in use, is in good working order and is satisfactory and acceptable.

Signature: | Date:
Print Name:
Title:
Legal Name of Corporation or Partnership:

LESSOR

Lessor Signature: Paul Hanna | Date: 12-20-11
Print Name: Paul Hanna
Title: President
For: BLUE TECHNOLOGIES, INC
Lease Number: 25146147
Lease Commencement Date:
Vendor ID Number:

12/2/11
Ann-Elizabeth Davis
Contract Specialist

de lage landen

De Lage Landen Financial Services, Inc.

☐ Please check here if your address has changed.
Provide new address on reverse side.

Remittance Section

Invoice No.	Account	Due Date
20402899	106452	01/01/2014
Due This Period	**Amount Enclosed**	
$665.12	$	

See Statement Below

MEDLAB
ATTN BOB WEY
26300 EUCLID AVE STE 810
EUCLID, OH 44132-3700

Please make check payable to
DE LAGE LANDEN
PO BOX 41602
PHILADELPHIA, PA 19101-1602

210000020402899000066512 6

Keep lower portion for your records – Please return upper portion with your payment

DE LAGE LANDEN
PO BOX 41602
PHILADELPHIA, PA 19101-1602

Invoice Date
12/07/2013

Invoice Number
20402899

Account
106452

Period of Performance
01/01/2014— 01/31/2014

Contract Number
25146147

Important Messages

Please visit us online at **www.lesseedirect.com** to:
-Make payments
-View copies of your contract and open invoices

See Reverse for Important Information

Invoice Details

Description	Payment Amount	Sales/Use Tax	Total Amount
PAYMENT	$633.44	$0.00	$633.44
LATE FEE	$31.68	$0.00	$31.68
Billed this Invoice			**$665.12**
Balance Due Previous Invoices			**$2,660.48**
Total Amount Due			**$3,325.60**

(Please see the following pages for details.)

Asset Details

Contract Number	Serial Number	Make / Model	Asset Number	Install Date	Payment Amount	Sales/Use Tax	Total Amount
25146147	2WU011001404	KONMIN/BH652	25146147_1	12/20/2011	$633.44	$0.00	$633.44
Asset Location: 3575 FOREST LAKE DR STE 500 UNIONTOWN SUMMIT OH 44685-8142 United States							
							Asset Amount Total $633.44

Account Statement			
Invoice Number	Due Date	Amount Invoiced	Balance Due
19024554	09/01/2013	$665.12	$665.12
19323592	10/01/2013	$665.12	$665.12
19682471	11/01/2013	$665.12	$665.12
20118028	12/01/2013	$665.12	$665.12
Balance Due for Prior Billed Invoices			**$2,660.48**

Late Fee and Finance Charge Details						
Past Due Invoice Number	Past Due Invoice Description	Past Due Invoice Due Date	Past Due Invoice Balance Subject to Late Charge	Past Due Invoice Payment Date	Late Fee	Finance Charge
20118028		12/01/2013	$633.44		$31.68	

24991674

De Lage Landen Financial Services

Lease Agreement

LESSEE

Full Legal Name: MEDLAB OHIO INC.	Phone Number: 216-261-9700
Billing Address: 26300 Euclid AVE. City: EUCLID State: OH Zip: 44132	Purchase Order Requisition Number:
Equipment Location (if not same as above) City: State: Zip: County:	Send Invoice to Attention of:

EQUIPMENT INFORMATION

Equipment Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)
Kyocera Taskalfa	250ci	DJ4930136441		

PAYMENT INFORMATION

Number of Lease Payments	Lease Payment	(PLUS)	Applicable Sales Tax	(EQUALS)	Total Lease Payment
36	242.00	+	19.16	=	261.16
		+		=	
		+		=	

Term of Lease in Months: 36

Payment Frequency: ☒ Monthly ☐ Quarterly ☐ Other _____

End of Lease Option: ☒ FMV ☐ 10% ☐ $1 ☐ Other _____

End of Lease Purchase Option shall be FMV unless another option is selected.

Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other	(EQUALS)	Total Payment Enclosed
261.16	+	261.16	+	0	=	522.32

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a fee of $75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or $10.00, whichever is greater. We will charge you a fee of $25.00 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. Title: Unless you have a $1.00 purchase option, we will have title to the Equipment. If you have a $1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

7. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option"(fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. **This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury.** You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

LESSEE SIGNATURE

You agree that this is a non-cancelable Lease. The Equipment is: ☒ NEW ☐ USED

Signature: [signature] Date: 7/29/2009

Title: MATERIAL / INVENTORY + LOGISTICS MGR

Print Name: ROBERT S. WAY

Legal Name of Corporation: MEDLAB OF OHIO

GUARANTY

I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.

Signature: _____ Date: _____

Print Name: _____

LESSOR

De Lage Landen Financial Services, Inc.
Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087
PHONE: (800) 735-3273 • FAX: (800) 776-2329

Commencement Date: 8/11/09 Lease Number: 24991674

Accepted By: [signature]

ACCEPTANCE

The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

Signature: [signature] Date: 8/7/2009

Print Name: ROBERT S. WAY Title: MATERIAL / INVENTORY + LOGISTICS MGR

©2006 All Rights Reserved. Printed in the U.S.A. 06OEDOC169 7/06

06OEDOC169

#2493952Ø

De Lage Landen Financial Services

Lease Agreement

LESSEE

Full Legal Name: MEDLAB OHIO INC				Phone Number: 216-261-9700
Billing Address: 26300 Euclid Ave	City: Euclid	State: OH	Zip: 44132	Purchase Order Requisition Number
Equipment Location (if not same as above) City	State	Zip	County	Send Invoice to Attention of:

EQUIPMENT INFORMATION

Equipment Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)
Canon	5050	CMED8662	1	
Savin	3799	AJ5376190093	2	
		AB73100182		

PAYMENT INFORMATION

Number of Lease Payments	Lease Payment	(PLUS)	Applicable Sales Tax	(EQUALS)	Total Lease Payment
60	427	+		=	
		+		=	
		+		=	

Term of Lease in Months

Payment Frequency: ☒ Monthly ☐ Quarterly ☐ Other ____

End of Lease Option: ☒ FMV ☐ 10% ☐ $1 ☐ Other ____

End of Lease Purchase Option shall be FMV unless another option is selected.

Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other	(EQUALS)	Total Payment Enclosed
	+		+		=	

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a fee of $75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or $10.00, whichever is greater. We will charge you a fee of $25.00 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. Title: Unless you have a $1.00 purchase option, we will have title to the Equipment. If you have a $1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

7. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum; plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

LESSEE SIGNATURE

You agree that this is a non-cancelable lease. The Equipment is: ☐ NEW ☐ USED

Signature: [signature] Date: OCT. 7, 2008

Title: MATERIAL / INVENTORY AND LOGISTICS MGR.

Print Name: ROBERT S. WAY

Legal Name of Corporation: MEDLAB OHIO INC RSW

GUARANTY

I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.

Signature: ____ Date: ____

Print Name: ____

LESSOR

De Lage Landen Financial Services, Inc.

Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087

PHONE: (800) 735-3273 • FAX: (800) 776-2329

Commencement Date: 10/23/08 Lease Number: 2493952Ø

Accepted By: [initials]

ACCEPTANCE

The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

Signature: [signature] Date: 10/22/08

Print Name: ROBERT S. WAY Title: 10/22/08

060EDOC169

©2006 All Rights Reserved. Printed in the U.S.A. 060EDOC169 7/06

UPS CampusShip: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. **Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. **GETTING YOUR SHIPMENT TO UPS**
   UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.
   Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
   Hand the package to any UPS driver in your area.
   Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

   Customers with a Daily Pickup
   Your driver will pickup your shipment(s) as usual.

FOLD HERE

JUDITH ROTHMAN
6103865000
LEASE DIRECT
1111 OLD EAGLE SCHOOL ROAD
WAYNE PA 19087

0.0 LBS LTR 1 OF 1

SHIP TO:
LABORATORY PARTNERS CLAIMS PROCESSI
999-999-9999
BMC GROUP, INC.
18675 LAKE DRIVE EAST
CHANHASSEN MN 55317-9383

MN 559 9-03

UPS NEXT DAY AIR 1

TRACKING #: 1Z RA7 878 01 9988 9456

BILLING: P/P

Cost Center Number: 3015

CS 16.0.38. WNTIE70 48.0A 01/2014

3015

RECEIVED
JAN 31 2014
BMC GROUP