

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM		Internal ID(s): s1032	
Indicate Debtor against which you assert a claim by checking the appropriate box. (Check only one Debtor per claim form.) <input type="checkbox"/> Laboratory Partners, Inc. (Case No. 13-12769) <input type="checkbox"/> Biological Technology Laboratory, Inc. (Case No. 13-12774) <input type="checkbox"/> Kilbourne Medical Laboratories, Inc. (Case No. 13-12771) <input checked="" type="checkbox"/> Terre Haute Medical Laboratory, Inc. (Case No. 13-12775) <input type="checkbox"/> MedLab Ohio, Inc. (Case No. 13-12772) <input type="checkbox"/> Pathology Associates of Terre Haute, Inc. (Case No. 13-12776) <input type="checkbox"/> Suburban Medical Laboratory, Inc. (Case No. 13-12773)					
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): Longa Partnership, LP					
Name and address where notices should be sent: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  STEVENS & LEE, P.C. (RE: LONGA PARTNERSHIP LP) ROBERT LAPOWSKY 1818 MARKET ST, 29TH FLOOR PHILADELPHIA, PA 19103 215 </div> <div style="width: 50%; text-align: center;"> RECEIVED JAN 31 2014 BMC GROUP </div> </div>					
Creditor Telephone Number () 751-2866 email: RL@stevenslee.com					
Name and address where payment should be sent (if different from above): c/o Gerald J. Longa, M.D. 145 Hamilton Drive Terre Haute, IN 47803				<input checked="" type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): _____ Filed on: _____	
Payment Telephone Number () _____ email: _____					
1. AMOUNT OF CLAIM AS OF OCTOBER 25, 2013: \$ <u>unliquidated</u> If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.					
2. BASIS FOR CLAIM: <u>Lease dated June 20, 2007 - Attached</u> (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 your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other <u>See Attachment</u> Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)					
Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ <u>0</u> Basis for Perfection: <u>See Attachment</u> Amount of Secured Claim: \$ <u>unliquidated</u> Amount Unsecured: \$ <u>unliquidated</u>					
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. Amount entitled to priority: \$ _____ You MUST specify the priority of the claim: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). </div> <div style="width: 50%;"> <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). </div> </div>					
* 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)					

Laboratory Partners

 00446

7. **SUPPORTING DOCUMENTS:** Attached are redacted copies of documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and 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 definition of "redacted").

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

If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, Central Standard Time on February 3, 2014 for Non-Governmental Claimants OR on or before April 23, 2014 for Governmental Units.

BY MAIL TO:
BMC Group, Inc.
Attn: Laboratory Partners Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc.
Attn: Laboratory Partners Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

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. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

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: Gerald J. Longa, M.D.

Title: _____

Company: _____

Address and telephone number (if different from notice address above):

Gerald J. Longa Jan 28, 2014
(Signature) (Date)

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.

LIST OF DEBTORS:

Debtor Name	Case Nbr
Laboratory Partners, Inc.	13-12769-PJW
Kilbourne Medical Laboratories, Inc.	13-12771-PJW
MedLab Ohio, Inc.	13-12772-PJW
Suburban Medical Laboratory, Inc.	13-12773-PJW
Biological Technology Laboratory, Inc.	13-12774-PJW
Terre Haute Medical Laboratory, Inc.	13-12775-PJW
Pathology Associates of Terre Haute, Inc.	13-12776-PJW

ATTACHMENT TO PROOF OF CLAIM

This proof of claim relates to a separate proof of claim filed by Kashlan Partnership, LP as tenant in common with the claimant as landlords under the attached lease.

This proof of claim is filed for precautionary purposes only pending assumption or rejection of the attached lease.

Item #4 – Claim is secured by right of setoff to the extent of any claims of the debtor against claimant. Claimant is unaware of any such claims and asserts this right of setoff solely as a precaution in the event any such claims are asserted. This claim is also secured to the extent of any rights afforded under Indiana law to landlords in and to property of a tenant.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made on June 20, 2007 and effective as of April 1, 2007 (the "Commencement Date"), by and between KASHLAN PARTNERSHIP, L.P. and LONGA PARTNERSHIP, L.P., as Tenants in Common ("Landlord"), and TERRE HAUTE MEDICAL LABORATORY, INC., an Indiana corporation with a principal business address of 634 Beech Street, Terre Haute, Indiana 47804 ("Tenant").

IN CONSIDERATION of the mutual promises contained herein, and intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. BUILDING. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property and office building ("Building") located thereon known as 634 Beech Street, and situated on lots 11, 12, 13, 14, 15 and 16 in W.A. McFarlands subdivision in Terre Haute, Indiana (the "Premises").

2. TERM. The term of this Lease shall be seven years, commencing on the Commencement Date and ending on March 31, 2014 (the "Term"). If Tenant remains in possession of the Premises beyond the expiration of this Lease or any extension or renewal hereof, such holding over shall be deemed a tenancy at sufferance at three times the Rent as was in effect at the time such holding over commenced.

3. RENT.

(a) During the first three years of the Term, Tenant shall pay Landlord annual minimum rent for the Premises in the amount of Sixty Thousand Dollars (\$60,000) per year, which shall be payable in monthly installments of Five Thousand Dollars (\$5,000), each of which is payable on the first day of each month (as adjusted pursuant to the terms hereof, "Rent"). Each payment of Rent or other amounts due from Tenant hereunder with respect to the period commencing on April 1, 2007 and ending on July 31, 2007 shall be made in two equal payments of the amount due, one of which shall be paid to M. Bashir Kashlan, M.D. and the other of which shall be paid to Gerald J. Longa, M.D. Each payment of Rent or other amounts due from Tenant hereunder with respect to the period commencing on August 1, 2007 and

thereafter shall be made in two equal payments of the amount due, one of which shall be paid to the Kashlan Partnership, L.P. and the other of which shall be paid to the Longa Partnership, L.P.

(b) Commencing on December 1, 2009, Landlord and Tenant shall enter into good faith negotiations concerning the fair rental value of the Premises for purposes of setting the Rent to be in effect as of April 1, 2010. If Landlord and Tenant are unable to agree upon a fair rental value on or before January 15, 2010, then, during the period ending January 31, 2010, Landlord and Tenant shall attempt to agree upon a single appraiser, the costs of whom will be shared equally by Landlord and Tenant. If Landlord and Tenant cannot agree on a single appraiser within such time period, then, during the succeeding 10-day period, Landlord and Tenant shall each appoint one appraiser, and such appraisers shall attempt to agree upon the fair rental value of the Premises on or before February 28, 2010. If the two appraisers cannot agree, they will promptly appoint a third appraiser. If the two appraisers cannot agree, a third appraiser will be appointed by the American Institute of Real Estate Appraisers. Each party will bear the cost of its own appraiser, and the parties will share equally the cost of the third appraiser, if applicable. Appraisers must have at least five (5) year's experience in the appraisal of office property in the Terre Haute, Indiana area and be members of professional organizations such as the American Institute of Real Estate Appraisers or the equivalent.

(c) For the purpose of this Lease, the term "fair rental value" of the Premises means the rent that a ready and willing tenant would pay for the Premises as rent to a ready and willing Landlord of the Premises assuming such space was exposed for lease on the open market for a reasonable period of time, was improved to its then-existing level, and was subject to the terms and conditions contained in this Lease with respect to use, responsibility for payment of costs and expenses. If only a single appraiser is appointed as described above, then that appraiser will determine the fair rental value. If the two appraisers cannot agree and a third appraiser is appointed, the fair rental value will be the arithmetic average of the two of the three appraisals that are closest in amount, and the third appraisal will be disregarded. In no event, however, will the Rent be reduced from its then-current rate by reason of such computation.

(d) During the fourth year of the Term, Tenant shall pay Landlord annual minimum rent for the Premises in an amount equal to the fair rental value determined pursuant to Sections 3(b) and (c) hereof, which shall be payable in equal monthly installments.

(e) As of the beginning of each of the fifth, sixth and seventh years of the Term, the annual Rent amount in effect immediately prior to the commencement of such year will be increased by two percent (2%).

(f) All Rent shall be payable without any deduction, offset or counterclaim. All Rent due hereunder shall be payable in immediately available funds to the attention of Landlord at 634 Beech Street, Terre Haute, Indiana 47804 or at such other place as may be designated in writing by Landlord.

(g) Tenant shall also pay any actual damages, costs, expenses and reasonable attorneys' fees that Landlord directly incurs by reason of any failure on Tenant's part to comply with any covenants of this Lease.

(h) Tenant shall pay a late charge at the rate of seven percent (7%) per annum on each dollar of Rent, or any other sum collectible as Rent under this Lease, which is not paid within ten (10) days after the same is due.

(i) Tenant's obligation to pay Rent hereunder to Landlord shall be in addition to all other obligations expressly assumed by Tenant hereunder.

4. USE. The Building shall be used only for the purpose of an office building. Tenant shall not use, and shall not permit the use of, the Building or the Premises for any purpose which is unlawful or in violation of any statute, ordinance, rule, regulation or restriction governing the use of the Building and the Premises. Tenant shall be solely responsible for complying with any and all state and local requirements with respect to the use of the Premises for Tenant's intended purposes.

5. PAYMENTS BY LANDLORD AND TENANT.

(a) Landlord shall pay when due (i) all real property taxes and assessments levied against the Premises, and (ii) costs for all structural repairs to the Building.

(b) Tenant shall pay when due all charges for (i) water, gas, electricity, sewer service, refuse disposal, telephone service, cable services and other utility services incurred with respect to the Premises, (ii) expenses relating to the day-to-day maintenance of the Building and the exterior grounds of the Building, (iii) costs for all repairs to the mechanical systems of the Building, (iv) all repairs and replacements of a capital nature, (v) any repair, replacement, addition or alteration required by any governmental authority, and (vi) casualty and liability insurance covering the Building and the Premises as described in Section 14(a) hereof. Tenant shall pay when due all other applicable business use and licensure fees and taxes, as well as all taxes and assessments levied against personal property located at the Premises.

6. AFFIRMATIVE COVENANTS OF TENANT. Tenant covenants and agrees that it will without demand (a) comply with all requirements of any governmental authorities that apply to Tenant's use of the Premises, (b) subject to Section 5, keep the Premises, including the Building, in good order and condition, and (c) to the extent necessary to comply with its obligations under this Lease, fully pay and discharge any and all claims and liens resulting from any agreement for labor and/or services to be performed at, or materials to be delivered for incorporation in, the Building entered into by Tenant. If any mechanics lien or security interest is filed against the Building or any part thereof, or any interest therein, resulting from any agreement for any labor and/or services performed at, or materials delivered for incorporation in, the Building entered into by Tenant, and such lien or security interest is not discharged within 30 days after the filing thereof, then Landlord may, at its option, declare Tenant to be in default hereunder, and/or pay and discharge such lien or encumbrance, in which case the sum that Landlord shall have so paid will be considered as additional Rent hereunder and will be immediately due and payable by Tenant upon receipt of a bill therefor from Landlord.

7. NEGATIVE COVENANTS OF TENANT. Tenant covenants and agrees that it shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed):

(a) Place or allow to be placed any sign upon the Premises or on the inside or outside of the Building.

(b) Make any alterations, improvements or additions to the Premises or the Building. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this Lease, shall remain upon the Building at the expiration or sooner termination of this Lease and become the property of Landlord, unless Landlord, prior to the termination of this Lease, shall have given written notice to Tenant to remove the same, in which event Tenant shall remove such alterations, improvements and additions or fixtures, and restore the Premises, including the Building, to the same good order and condition in which they were upon initial occupancy,

(c) Do or suffer to be done any act objectionable to any insurance company whereby the insurance or any other insurance now in force or hereafter placed on the Premises or the Building shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of the signing of this Lease. In case of a breach of this covenant (in addition to all other remedies herein given to Landlord), Tenant agrees to pay Landlord as additional Rent any and all increases of premiums on insurance reasonably carried by Landlord on the Building or the Premises caused in any way by the use or occupancy of the Building by the Tenant.

8. AFFIRMATIVE COVENANT OF LANDLORD. Landlord covenants and agrees that it will promptly make all structural repairs to the Building.

9. LANDLORD'S RIGHT TO ENTER. Tenant shall permit Landlord, Landlord's agents, servants, employees, and prospective buyers, to inspect the Building during normal business hours and upon reasonable prior written notice given to Tenant (other than in an emergency situation).

10. RELEASE OF LANDLORD. Tenant shall be responsible for and hereby relieves Landlord from any and all liability by reason of any injury, loss, damage to any person or property in the Building or on the Premises, whether the same is due to fire, breakage, leakage, water flow, gas, use, misuse, or defects therein, or condition anywhere in the Building, failure of water supply or light or power or electricity, wind, lightning, storm, or any other cause whatsoever, whether the loss, injury or damage is to the person or property of Tenant or any other persons.

11. ASSIGNMENT AND SUBLETTING. Except as otherwise provided for herein, Tenant shall not assign, mortgage or pledge this Lease, or sublet the Building or the Premises or any part thereof, or permit any other person to occupy the Building or the Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided, that Tenant shall be permitted to pledge this Lease in connection with any financing. Any attempted assignment or subletting without Landlord's written consent shall be deemed to be an Event of Default hereunder. Any assignee shall assume in writing all of Tenant's duties and obligations hereunder, but such assignment and assumption shall not relieve Tenant from any of its obligations and duties under this Lease. Landlord may assign this Lease to any person or entity, including without limitation any affiliate of Landlord, including without limitation any partnership or other entity more than fifty-one percent (51%) of the ownership interests of which are owned, directly or indirectly, by M. Bashir Kashlan, M.D., Gerald J. Longa, M.D., and/or the family members of either Dr. Kashlan or Dr. Longa. Tenant may assign this Lease to any affiliate.

12. ENVIRONMENTAL COMPLIANCE. Tenant shall not cause or permit any hazardous substance, material or waste (as defined in any applicable environmental law, rule or regulation) to be brought upon or used in or about the Building in violation of any applicable environmental law, rule or regulation. Tenant shall cause the Building to be used in compliance with all applicable environmental laws, rules and regulations. Any failure of Tenant to comply with the covenants contained in this paragraph shall be covered by the indemnification provisions of Section 12 herein and shall be subject to all other rights and remedies available to Landlord.

13. INDEMNIFICATION. Tenant agrees to indemnify Landlord against loss and save Landlord harmless from and against any actual and direct losses, costs and expenses (including without limitation reasonable counsel fees) arising out of (a) any breach or default in the performance of any covenant or agreement to be performed by Tenant under the terms of this Lease, (b) any and all claims arising from anything done in or about the Building or the Premises during the Term of this Lease by Tenant or any of its agents, contractors, servants, employees, invitees or licensees, and (c) any intentional act or negligence of Tenant or any of its agents, contractors, servants, employees, invitees or licensees, including any accident, injury or damage whatsoever caused to any person, in or about the Building. Tenant shall, within ten (10) days following notice to it of any claim of a third party relating to Tenant's use or occupancy of the Premises or to the performance or non-performance by Tenant of its obligations under this Lease, give written notice to the Landlord of such claim. The provisions of this Section shall survive the expiration or termination of this Lease.

14. INSURANCE.

(a) Tenant, at its expense, shall maintain throughout the Term, (i) insurance, naming Landlord and Tenant as the insureds, against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the Premises, or arising out of the use thereof by Tenant or its agents, employees, officers, subtenants, invitees, visitors, and guests, under one or more policies of general public liability insurance having such limits as to each as are reasonably required by Landlord from time to time, but in any event of not less than \$1,000,000 for bodily injury to or death of any one person during any one occurrence, and \$3,000,000 for bodily injury to or death of all persons in any one occurrence, (b) casualty insurance with respect to the Building and the Premises, naming Landlord as the loss payee under such policy, in an amount not less than one hundred percent (100%) of full replacement value (and any policy proceeds from such insurance shall be used for the repair, construction and restoration or replacement of the property damaged or destroyed), (c) property insurance upon Tenant's personal property located at the Premises, and (d) worker's compensation insurance respecting any of Tenant's employees in the amounts required by Indiana law.

(b) Each policy described in this Section 14(a)(i) shall (i) by its terms, be considered primary and noncontributory with respect to any other insurance carried by Landlord or its successors and assigns; (ii) by its terms, be cancelable or materially altered only on at least thirty (30) days prior written notice to Landlord, and, at Landlord's request, any mortgagee; and (iii) be issued by an insurer of recognized responsibility licensed to issue such policy in the State of Indiana, and rated at least A by Best's Key Rating Guide for Property Liability. Tenant shall deliver to Landlord, on an annual basis, written evidence that the insurance required under this Section 14 is in effect as of such time.

15. FIRE OR OTHER CASUALTY.

(a) If during the Term of this Lease, the Building is totally destroyed or is so damaged by fire or other casualty not occurring through the fault or negligence of Tenant or those employed by or acting for Tenant to the extent that the same cannot be substantially repaired or restored within sixty (60) days from the date of such damage, or if such damage or casualty is not included in the risks covered by Tenant's fire insurance, then Landlord shall have the option to terminate this Lease upon written notice to Tenant, whereupon this Lease shall absolutely cease and terminate and the Rent shall abate for the balance of the Term. In such case, Tenant shall pay the Rent apportioned to the date of damage and Landlord may enter upon and repossess the Building without further notice. For purposes of this Lease, "substantially" shall be equal to 80% or more of the then replacement value of the Building.

(b) If Landlord chooses to restore the Building, Landlord shall repair whatever portion of the Building that may have been damaged by fire or other casualty insured as aforesaid, and the Rent shall be apportioned during the time Landlord is in possession, taking into account the proportion of the Building rendered untenable and the duration of Landlord's possession.

(c) If said damage by fire or other casualty was caused by the action or negligence of Tenant or its agents, employees or invitees, Tenant shall not be entitled to any abatement or apportionment of Rent.

16. NO IMPLIED EVICTION. Notwithstanding any inference to the contrary herein contained, it is understood that the exercise by Landlord of any of its rights hereunder shall never be deemed an eviction (constructive or otherwise) of Tenant, or a disturbance of its use of the Building, and shall in no event render Landlord liable to Tenant or any other person, so long as such exercise of rights is in accordance with the foregoing terms and conditions.

17. CONDEMNATION. If the whole of the Building or any lesser portion of the Building which would make the Building not usable for Tenant's intended uses shall be acquired or condemned by eminent domain, then the Term of this Lease shall cease and terminate as of the date on which possession of the Building is required to be surrendered to the condemning authority. All Rent shall be paid up to the date of termination. Tenant hereby expressly waives any right or claim to any part of any condemnation award or damages and hereby assigns to Landlord any such right or claim to which Tenant might become entitled; provided, however that Tenant shall be entitled to any condemnation award or damages for its personal property and leasehold improvements.

18. LANDLORD'S RIGHT TO PAY TENANT EXPENSES. If Tenant shall at any time fail to pay any charges for which Tenant is responsible hereunder, or to take out, pay for, maintain or deliver any of the insurance policies provided for herein, or shall fail to make any other payment or perform any other act that Tenant is obligated to make or perform under this Lease, then, without waiving, or releasing Tenant from, any obligations of Tenant contained in this Lease, Landlord may, but shall not be obligated to, pay any such charge, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act that Tenant is obligated to perform under this Lease, in such manner and to such extent as shall be reasonably necessary. In exercising any such rights, Landlord may pay any reasonable and necessary incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the rate of seven percent (7%) per annum from the date of the making of such expenditure by Landlord, shall be deemed additional Rent hereunder and, except as otherwise expressly provided in this Lease, shall be payable to Landlord after five (5) days' written notice

thereof. Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any other right or remedy of the Landlord) the same rights and remedies in the event of nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Rent.

19. EVENTS OF DEFAULT. The occurrence of each of the following events shall be an "Event of Default" hereunder:

(a) Tenant does not pay in full when due any installment of Rent and such non-payment shall continue for three days after Landlord shall have given to Tenant written notice of such non-payment or 10 days after receipt of written notice of any other charges, expenses or costs herein agreed to be paid by Tenant;

(b) Tenant violates or fails to perform or comply with any nonmonetary term, covenant, condition, or agreement herein contained and fails to cure such default within 20 days of written notice thereof from the Landlord;

(c) Tenant vacates the Building for a period in excess of 30 consecutive days, except where due to a casualty, condemnation or act or omission of Landlord or its agents;

(d) Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy laws of the United States or any other country or political subdivision thereof, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of all or any substantial part of Tenant's properties, or shall make an assignment for the benefit of creditors, or shall admit in writing Tenant's inability to pay Tenant's debts generally as they become due;

(e) If an involuntary petition in bankruptcy shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy laws of the United States or any other state or political subdivision thereof, and if within sixty (60) days after the commencement of any

such proceeding against Tenant, such proceedings shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of the Tenant or of all or any substantial part of Tenant's property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated; or

(f) Landlord violates or fails to perform or comply with its obligations under Section 5(a) hereof and fails to cure such default within 20 days of written notice thereof from Tenant.

20. LANDLORD'S REMEDIES.

(a) Upon the occurrence of any Event of Default, Landlord may, at its option, terminate this Lease, whereupon the estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without notice or lapse of time, as fully and with like effect as if the entire Term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided.

(b) Upon the occurrence of any Event of Default, or at any time thereafter, Landlord, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, shall have the right to re-enter the Building in accordance with applicable law, and recover possession thereof and dispossess any or all occupants of the Building in the manner prescribed by the statute relating to summary proceedings, or similar statutes, but Tenant in such case shall remain liable to Landlord as hereinafter provided.

(c) In case of any Event of Default, re-entry, expiration and/or dispossession by summary proceedings, whether or not this Lease shall have been terminated as aforesaid:

(i) All delinquent Rent and all other sums required to be paid by Tenant hereunder shall become payable thereupon and be paid up to the time of such re-entry, expiration and/or dispossession;

(ii) Landlord shall have the obligation to mitigate its damages, including the obligation to relet the Building or any part or parts thereof for the account of

Tenant, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and on such conditions (which may include concessions or free Rent) consistent with standard terms provided in the applicable marketplace as Landlord, in its reasonable discretion, may determine and may collect and receive the Rents therefor; Landlord shall in no way be responsible or liable for any failure to relet the Building or any part thereof, or for any failure to collect any Rent due upon any such reletting; and

(iii) Tenant shall reimburse Landlord for any actual and direct reasonable expenses that Landlord may incur in connection with recovering possession of the Building and any reletting thereof, such as court costs, attorneys' fees, brokerage fees, and the costs of advertising and the costs of any alterations, repairs, replacements and/or decorations in or to the Building as Landlord, in Landlord's reasonable judgment, considers advisable and necessary for the purpose of such reletting of the Building; and the making of such alterations, repairs, replacements and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid.

(d) Upon the occurrence of any Event of Default, Tenant shall pay Landlord, at Landlord's option, either:

(i). an amount equal to the difference between (A) the Rent and all other sums required to be paid by Tenant hereunder during the period which would otherwise have constituted the balance of the Term of this Lease, plus all actual and direct damages, costs, fees and expenses incurred by Landlord as a result of such Event of Default, including without limitation, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, and (B) the Rent, if any, received by Landlord, pursuant to any reletting of the Building during the period which would otherwise have constituted the balance of the Term of this Lease; such amount calculated pursuant to this Section 20(d)(i) shall be payable in monthly installments, in advance, on the first day of each calendar month following the occurrence of such Event of Default and continuing during the period which would otherwise have constituted the balance of the Term of this Lease; or

(ii) an amount equal to the Rent and all other sums required to be paid by Tenant hereunder during the period which would otherwise have constituted the balance of the Term of this Lease (discounted to its present value), and all damages, costs, fees and expenses incurred by Landlord as a result of such Event of Default, including without limitation, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder; such amount calculated pursuant to this Section 20(d)(ii) shall be payable to Landlord in one lump sum on demand and shall bear interest at seven percent (7%) per annum until paid.

(e) In the event Tenant commits a default, or suffers a default to exist, Tenant shall reimburse Landlord for Landlord's reasonable attorneys' fees incurred by Landlord in the enforcement of this Lease, within ten (10) days after written demand (such demand to include all itemized expenses).

(f) Tenant shall pay Landlord interest at seven percent (7%) per annum on all Rent amounts not paid timely and on all other sums required to be paid by Tenant hereunder from the date such payment is due until the date such payment is made to Landlord.

21. RIGHT OF ASSIGNEE OF LANDLORD. The right to enforce all of the provisions of this Lease may be exercised by any assignee of the Landlord's right, title and interest in this Lease in its, his, her or their own name, and Tenant hereby expressly waives the requirements of any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

22. REMEDIES CUMULATIVE. All remedies given to either party herein and all rights and remedies given to either party by law and equity shall be cumulative and concurrent. Except as provided herein, no termination of this Lease, or taking or recovering of possession of the Building, or entry of any judgment either for possession or for any money claimed to be due Landlord, shall deprive Landlord of any other action against Tenant for possession, or for any money due Landlord hereunder, or for damages hereunder. The exercise of or failure to exercise any remedy shall not bar or delay the exercise of any other remedy.

23. TENANT'S WAIVERS.

(a) If proceedings shall be commenced by Landlord to recover possession of the Building, either at the end of the Term hereof or by reason of an Event of Default or otherwise, Tenant expressly waives all rights to written notice in excess of ten (10) days required by any law and agrees that in either or any such case ten (10) days' written notice shall be sufficient. Without limitation of or by the foregoing, Tenant hereby waives any and all demands, notices of intention, and notice of action or proceedings which may be required by law to be given or taken prior to any entry or re-entry by summary proceedings, ejectment or otherwise, by Landlord, except as hereinbefore expressly provided with respect to five (5) days' notice.

(b) Any notice to quit required by law previous to proceedings to recover possession of the Building and the Premises or any notice of demand for Rent on the day when such is due and the benefit of all laws granting stay of execution, appeal, inquisition and exemption are hereby waived by Tenant; provided, however, that nothing in this paragraph shall be construed as a waiver of any notice specifically mentioned or required by any other part of this Lease.

(c) In the event of a termination of this Lease prior to the date of expiration herein originally fixed, Tenant hereby waives all right to recover or regain possession of the Building, to save forfeiture by payment of Rent due or by other performance of the conditions, terms or provisions hereof, and, without limitation of or by the foregoing, Tenant waives all right to reinstate or redeem this Lease notwithstanding any provisions of any statute, law or decision now or hereafter in force or effect and Tenant waives all right to any second or further trial in summary proceedings, ejectment or in any other action provided by any statute or decision now or hereafter in force or effect.

24. ATTORNMENT. In the event of the sale or assignment of Landlord's interest in the Building or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Building, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease; provided such purchaser agrees not to disturb the tenancy of Tenant so long as Tenant is complying with the terms and conditions of this Lease.

25. NOTICES. All notices required to be given by either party to the other shall be in writing. All such notices shall be deemed to have been given upon delivery in person, or upon depositing in the United States mail, by certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, addressed as follows (or to such other address as a party may designate by notice delivered to the other party in accordance with the terms of this Lease):

If to Landlord: Kashlan Partnership, L.P.
M. Bashar Kashlan, M.D., General Partner
125 Covington Court
Oak Brook IL 60523

and

Longa Partnership, L.P.
Gerald J. Longa, M.D., General Partner
145 Hamilton Drive
Terre Haute, Indiana 47803

with a copy to:

John M. Hogan
Stevens & Lee, PC
620 Freedom Business Center, Suite 200
King of Prussia, PA 19406

If to Tenant: Terre Haute Medical Laboratory, Inc.
634 Beech Street
Terre Haute, Indiana 47804
Attn: Richard T. Daly

with a copy to:

Jonathan J. Russo, Esq.
Thelen Reid Brown Raysman & Steiner LLP
875 Third Avenue
New York, New York 10022

26. BINDING EFFECT. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several and respective heirs, personal representatives, successors and permitted assigns of such parties.

27. SURVIVAL OF VALID TERMS. If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

28. ENTIRE AGREEMENT. This Lease and any exhibit, rider or addendum that may be attached hereto set forth all the promises, agreements, conditions and understandings between Landlord and Tenant relative to the Building, and there are no promises, agreements, conditions or understandings, either oral or written, between them relative to the Building other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

29. PROHIBITION AGAINST RECORDING. This Lease shall not be recorded and any attempted recording of this Lease shall constitute an Event of Default hereunder.

30. INTERPRETATION. Time is and shall be of essence of each term and provision of this Lease. The term "person" as used herein means person, firm, association or corporation, as the case may be.

31. LIABILITY OF LANDLORD. The term "Landlord" as used herein means the fee owner of the Building from time to time. In the event of the voluntary or involuntary transfer of such ownership to a successor-in-interest of the Landlord, the Landlord shall be automatically discharged and relieved of and from all liability and obligations hereunder which shall thereafter accrue, and Tenant shall look solely to such successor-in-interest for the performance and obligations of the Landlord hereunder which shall thereafter accrue. The liability of Landlord and its successors-in-interest under or with respect to this Lease shall be strictly limited to and enforceable solely out of its or their interest in the Building and shall not be enforceable out of any other assets.

32. CAPTIONS AND HEADINGS. The captions and headings of the paragraphs contained herein are for convenience of reference only and in no way define, limit, describe, modify or amplify the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

33. NO BROKERAGE COMMISSION. Landlord and Tenant represent and warrant that no brokerage commission or similar compensation is due to any party by reason of this Lease. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, costs, damages, expenses, judgments or liability resulting from any claim for brokerage commissions or similar compensation made by any party in connection with this Lease.

34. QUIET ENJOYMENT. Upon Tenant's compliance with the provisions of this Lease, including the payment of all Rent hereunder, Tenant shall peaceably hold and enjoy the Building during the Term hereof without hinderance or interruption by Landlord or any person claiming under Landlord.

35. GOVERNING LAW. This Lease shall be governed in all respects by the laws of the State of Indiana, without regard to principles of conflicts of law. **THE PARTIES HERETO IRREVOCABLY: (a) AGREE THAT ANY SUIT, ACTION OR OTHER PROCEEDING SEEKING SPECIFIC PERFORMANCE OR INJUNCTIVE OR OTHER EQUITABLE RELIEF SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF MARION, IN THE STATE OF INDIANA, (b) CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, (c) WAIVE ANY OBJECTION WHICH THEY, OR ANY OF THEM, MAY HAVE TO PERSONAL JURISDICTION OR THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS, AND AGREE NOT TO SEEK TO CHANGE VENUE, (d) HEREBY FURTHER IRREVOCABLY WAIVE ANY CLAIM THAT ANY SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, (e) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING, AND (f)**

**CONSENT TO SERVICE OF PROCESS IF GIVEN IN WRITING IN ACCORDANCE
WITH THE PROVISIONS OF SECTION 25.**

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound to the
terms of this Lease, have caused this Lease to be executed as of the date first written above.

Landlord:

KASHLAN PARTNERSHIP, L.P.

By: [Signature]

Name: M. Bashir Kashlan, M.D.

Title: General Partner

LONGA PARTNERSHIP, L.P.

By: [Signature]

Name: Gerald J. Longa, M.D., General Partner

Title: General Partner

Tenant:

TERRE HAUTE MEDICAL
LABORATORY, INC.

By: [Signature]

Name: Richard T. Daly

Title: Chairman of the Board

EXECUTION COPY

Terre Haute Medical Laboratory, Inc.
c/o Laboratory Partners, Inc.
671 Ohio Pike, Suite K
Cincinnati, Ohio 45245

March 28, 2012

Kashlan Partnership L.P.
M. Bashar Kashlan, M.D., General Partner
340 East Randolph Street, Apt. 6001
Chicago, IL 60601

Longa Partnership, L.P.
Gerald J. Longa, M.D., General Partner
145 Hamilton Drive
Terre Haute, Indiana 47803

Re: Amendment No. 1 to Lease

Gentlemen,

We refer to that Lease Agreement (the "Lease") made on June 20, 2007 and effective April 1, 2007 by and between the Kashlan Partnership, L.P. and the Longa Partnership, L.P. (collectively, "Landlord") and Terre Haute Medical Laboratory, Inc. ("Tenant"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

Each of the Landlord and the Tenant agree as follows:

Section 1. Extension of Term; Termination. Notwithstanding anything to the contrary in the Lease, the term of the Lease has been extended from March 31, 2014 to March 31, 2016; provided, however, that if the outstanding principal and accrued interest under the Subordinated Promissory Note in the original principal amount of \$4,030,000 dated March 28, 2007, payable to M. Bashar Kashlan, M.D., and the Subordinated Promissory Note in the original principal amount of \$4,030,000 dated March 28, 2007, payable to Gerald J. Longa, M.D., have been paid in full on or before May 1, 2013, then either the Landlord or the Tenant may terminate the Lease with six (6) months prior written notice to the other (the "Term").

Section 2. Increase in Annual Rent. Notwithstanding anything to the contrary in the Lease or that certain Confidential Settlement Agreement and Mutual Release dated May 4, 2011 between the Landlord and the Tenant, beginning April 1, 2012, the annual rent for the remainder of the sixth year of the Term (which ends on March 31, 2013) shall be Nine Thousand Six Hundred Seventy-Seven Dollars (\$9,677), and the annual rent amount in effect thereafter during the Term shall be increased each year at the commencement of such period by two percent (2%).

Section 3. Real Property Taxes. Notwithstanding anything to the contrary in the Lease (including Section 5), Tenant agrees to pay all real property taxes assessed against the Premises for the period beginning on May 1, 2012 and continuing during the remainder of the Term. Prior to the date the Tenant is scheduled to make its final monthly rent payment under the Lease, the parties hereto will estimate, in good faith, the dollar amount of any real property taxes assessed against the Premises relating to any period beginning on May 1, 2012 and ending upon the expiration of the Term that have not been paid by Tenant (the "Estimated Tax Amount"). The Tenant hereby agrees to pay such Estimated Tax Amount concurrently with the final monthly payment of rent due under the Lease. The parties agree to reconcile the Estimated Tax Amount against the actual amount of real property taxes due for such period, and the Landlord will pay Tenant any excess amounts paid by Tenant or Tenant will pay Landlord any shortfall, as the case may be.

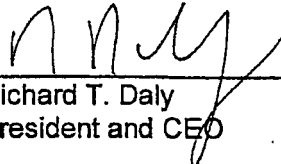
Section 4. Miscellaneous. This Amendment is effective as of the date hereof. Except as specifically set forth herein, the Lease shall remain unchanged and in full force and effect in accordance with its terms. This Amendment may be signed in any number of counterparts, and signatures to all counterparts thereto, when assembled together, shall constitute signatures to this entire agreement with the same effect as if all signatures were on the same document. This Amendment shall, in all respects, be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. This Amendment incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

[Signatures follow.]

Please confirm your agreement to the foregoing by signing this Amendment in the space provided for below.

Very truly yours,

TERRA HAUTE MEDICAL
LABORATORY, INC.

By: 
Richard T. Daly
President and CEO

Agreed and Accepted:

Kashlan Partnership, L.P.

M. Bashar Kashlan, M.D., General Partner

Longa Partnership, L.P.

Gerald J. Longa, M.D., General Partner

Please confirm your agreement to the foregoing by signing this Amendment in the space provided for below.

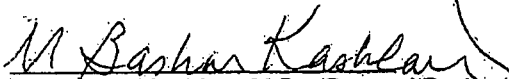
Very truly yours,

TERRA HAUTE MEDICAL
LABORATORY, INC.

By: _____
Richard T. Daly
President and CEO

Agreed and Accepted:

Kashlan Partnership, L.P.


M. Bashir Kashlan, M.D., General Partner

Longa Partnership, L.P.

Gerald J. Longa, M.D., General Partner

Please confirm your agreement to the foregoing by signing this Amendment in the space provided for below.

Very truly yours,

TERRA HAUTE MEDICAL
LABORATORY, INC.

By: _____

Richard T. Daly
President and CEO

Agreed and Accepted:

Kashian Partnership, L.P.

M. Bashar Kashian, M.D., General Partner

Longa Partnership, L.P.



Gerald J. Longa, M.D., General Partner

STEVENS & LEE
LAWYERS & CONSULTANTS

1818 Market Street, 29th Floor
Philadelphia, PA 19103
(215) 575-0100 Fax (215) 851-0214
www.stevenslee.com

Direct Dial: (215) 751-2866
Email: rl@stevenslee.com
Direct Fax: (610) 371-7958

January 30, 2014

VIA FEDEX OVERNIGHT

BMC Group, Inc.
Attn: Laboratory Partners Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

Re: Laboratory Partners Proofs of Claim

Dear Sir:

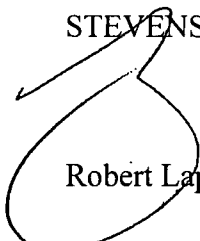
Enclosed are the following proofs of claim:

1. Gerald J. Longa, MD
2. Longa Partnership, LP
3. M. Bashar Kashlan, MD
4. Kashlan Partnership, LP

Please docket these claims on the claims register.

Very truly yours,

STEVENS & LEE



Robert Lapowsky

Enclosures

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington
A PROFESSIONAL CORPORATION

From: (215) 751-2870
Robert Lapowsky, Esquire
STEVENS & LEE
1818 Market Street
29th Floor
Philadelphia, PA 19103

Origin ID: REDA



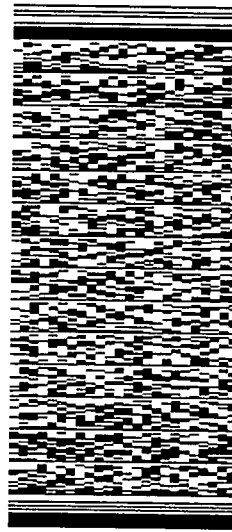
J14101312270326

SHIP TO: (800) 655-1129

BILL SENDER

Attn: Laboratory Partners Claims
BMC Group, Inc.
18675 Lake Drive East

CHANHASSEN, MN 55317



Ship Date: 30 JAN 14
ActWgt: 2.0 LB
CAD: 1141507/NET3490

Delivery Address Bar Code



Ref # (RL) 103306-00002
Invoice #
PO #
Dept #

RECEIVED

JAN 31 2014

BMC GROUP

FRI - 31 JAN 10:30A
PRIORITY OVERNIGHT

TRK# 7977 6970 7177

0201

XH FBLA 55317 MN-US MSP



5226106ECF220

Small P

7177
11.31
A

