


UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: Terre Haute Medical Laboratory, Inc.		Case Number: 13-12775	<p>COURT USE ONLY</p> <p><input type="checkbox"/> Check this box if this claim amends a previously filed claim.</p> <p>Court Claim Number: _____ (If known)</p> <p>Filed on: _____</p> <p><input type="checkbox"/> 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.</p>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Leasing Associates of Barrington, Inc.			
Name and address where notices should be sent: c/o Eric Grenzebach P.O. Box 2459 Springfield, IL 62705-2459		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED JAN 31 2014 BMC GROUP </div>	
Telephone number: (217) 544-8491 email: elq@bhslaw.com			
Name and address where payment should be sent (if different from above):			
Telephone number: email:			
1. Amount of Claim as of Date Case Filed: \$ <u>260,668.00</u>			
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.			
<input type="checkbox"/> 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: <u>Lease Agreements</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 the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <u>38,306.00</u>	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe:		Basis for perfection: <u>See attached</u>	
Value of Property: \$ <u>260,668.00</u>		Amount of Secured Claim: \$ <u>260,668.00</u>	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		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.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	
<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"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().	
		Amount entitled to priority: \$ _____	
Laboratory Partners  00460			
<i>*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.</i>			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

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

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

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- ☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ 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: Eric Grenzebach
Title: Attorney for Leasing Associates of Barrington
Company: Brown, Hay & Stephens, LLP
Address and telephone number (if different from notice address above):

Eric Grenzebach 1/30/2014
(Signature) (Date)

217 241-6838 ELG@BHS.LAW.COM
Telephone number: email:

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

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

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

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

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

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

7. Documents:

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

8. Date and Signature:

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

DEFINITIONS

Debtor

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

Creditor

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

Claim

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

Proof of Claim

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

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

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

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

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

Evidence of Perfection

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

INFORMATION

Acknowledgment of Filing of Claim

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

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim.

However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREF

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Joanna Fuller	8474288550
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
LEASING ASSOCIATES OF BARRINGTON, INC. 33 W. HIGGINS ROAD, SUITE 1030 SOUTH BARRINGTON IL 60010	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:36 PM 01/23/2012
INITIAL FILING # 2012 0272890

SRV: 120074950

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

1a. ORGANIZATION'S NAME LABORATORY PARTNERS, INC.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 671 OHIO PIKE, SUITE K			CITY CINCINNATI	STATE OH	POSTAL CODE 45245
			1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION DE	

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

2a. ORGANIZATION'S NAME TERRE HAUTE MEDICAL LABORATORY, INC.					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 634 BEECH STREET			CITY TERRE HAUTE	STATE IN	POSTAL CODE 47804
			2e. TYPE OF ORGANIZATION CORPORATION	2f. JURISDICTION OF ORGANIZATION IN	

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

3a. ORGANIZATION'S NAME LEASING ASSOCIATES OF BARRINGTON, INC.					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 33 WEST HIGGINS ROAD SUITE 1030			CITY SOUTH BARRINGTON	STATE IL	POSTAL CODE 60010

4. This FINANCING STATEMENT covers the following collateral:

Including but without limitation, One (1) QuickScan 2000 Electrophoresis Auto Sample Handler (110V/220) with One (1) Year Warranty, On-site Installation & Training and Shipping & Handling as provided by HELENA LABORATORIES; One (1) Helena QuickScan 2000 Instrument LIS Interface with Installation and Testing as provided by SOFT COMPUTER CONSULTANTS, INC...including all attachments and accessories, leased by secured party as lessor to debtor as lessee under Lease No. 9838000 dated January 9, 2012 as time to time may be amended or supplemented.

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

10. miscellaneous: 9838000 Terre Haute Med Lab

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 9838000	

LETTER OF ACCEPTANCE

Pursuant to equipment Lease Agreement No. 9838000 dated January 9, 2012 between the undersigned, as Lessee, and LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor, the undersigned agrees that the equipment leased under such agreement,

One (1) QuickScan 2000 Electrophoresis Auto Sample Handler (110V/220); (1) Helena QuickScan 2000 Instrument LIS Interface with Installation and Testing...including all attachments and accessories.

has been installed by the equipment vendors, HELENA LABORATORIES and SOFT COMPUTER CONSULTANTS, INC., and is hereby accepted by the undersigned as of the

15th day of May, 2012

TERRE HAUTE MEDICAL LABORATORY, INC.

Lessee

William DePond, MD

Name of Authorized Signer



Signature

Chief Medical Officer

Title

Lease Agreement

This LEASE AGREEMENT ("Lease") is dated January 9, 2012, and is between LEASING ASSOCIATES OF BARRINGTON, INC., an Illinois corporation ("Lessor"), and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee ("Lessee").

EQUIPMENT DESCRIPTION: One (1) QuickScan 2000 Electrophoresis Auto Sample Handler (110V/220) with One (1) Year Warranty, On-site Installation & Training and Shipping & Handling as provided by HELENA LABORATORIES, as more fully described in Quote #: 28356R dated 1/5/2012; One (1) Helena QuickScan 2000 Instrument LIS Interface with Installation and Testing as provided by SOFT COMPUTER CONSULTANTS, INC., as more fully described in Quote Task #: TERRE-03339 dated October 6, 2011...including all attachments and accessories.

EQUIPMENT COST: \$30,340.65

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

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

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

TERMS:

<u>Lease Type</u>	<u>Initial Term</u>	<u>Monthly Rental Amount</u>
Lease Purchase	36 Months	\$941.00

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

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

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

LESSEE

TERRE HAUTE MEDICAL LABORATORY, INC., co-Lessee
634 Beech Street
Terre Haute, IN 47804

Thomas A. Kaylor / VP Finance

Name of Authorized Signer/Title

[Signature]
Signature

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

Thomas A. Kaylor / VP Finance

Name of Authorized Signer/Title

[Signature]
Signature

LESSOR

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

J. W. McCoy

Name of Authorized Signer

[Signature]
Signature

President & CEO
Title

TERMS AND CONDITIONS

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

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

The monthly rental is premised upon a Prime Rate of 3.25% and a Five Year Treasury Yield Index of 0.86%. Should the rate or index of either indicator have increased on the Commencement Date, Lessor reserves the right to raise the monthly rent to reflect such increase. Any adjustment shall be one-time only and the revised monthly rent shall remain fixed throughout the initial term. All terms and conditions of this Lease assume a Commencement Date not later than April 9, 2012. Should the Commencement not be effected by such date, Lessor reserves the right of modification of these terms and conditions.

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

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

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

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

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

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

9. **RETURN.** At the expiration of the initial term, any renewal term or termination for any cause, Lessee shall at its own cost and expense promptly assemble, crate and return the Equipment to Lessor in the complete and same condition as when received, performing according to manufacturer's published specifications, ordinary wear and tear excepted, including all items accompanying original shipment. Lessee shall provide 30 days prior written notice of intent to return. The Equipment shall be shipped with insurance and freight prepaid by Lessee to a point designated by Lessor or to Lessor's main business office if no point is designated. Should Lessee fail to return, within 10 days of such expiration, all items of Equipment in full accord with the provisions of this Paragraph 9, or to effect any renewal or purchase terms that may be provided by Lessor, then this Lease shall be deemed extended on a month-to-month basis with rent payable in the amount applicable at expiration until such return, renewal or purchase arrangements are consummated and in effect. If, for any reason, the Equipment is not available or cannot be repaired to its required condition, Lessee shall remit to Lessor within 10 days of expiration Lessor's booked residual value of the Equipment.

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

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

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

13. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or sublease the Equipment or its interest in this Lease. Lessor and its assigns, without notification, may sell, transfer, assign or grant a security interest in this Lease to a third party ("assignee"). In such event, assignee will have all rights and benefits, but not the obligations, of Lessor. Lessee's obligations will in no way be reduced or abated by such an assignment. Assignee's rights will not be subject to any claims, defenses or setoff that Lessee may have against Lessor.

14. GENERAL PROVISIONS.

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

**UCC FINANCING STATEMENT**

State Form 50181 (5-01)

Approved by State Board of Accounts, 2001

Indiana Secretary of State

Filing Number: 201200001690091

Filing Date : 02/23/2012 17:30:00

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

A. NAME AND PHONE OF CONTACT AT FILER (optional) Joanna Fuller 847-428-8550	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Leasing Associates of Barrington, Inc. 33 W. Higgins Road, Suite 1030 South Barrington, IL 60010	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME TERRE HAUTE MEDICAL LABORATORY, INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 634 Beech Street		CITY Terre Haute		STATE IN	POSTAL CODE 47804	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION FP Corp	1f. JURISDICTION OF ORGANIZATION IN	1g. ORGANIZATIONAL ID #, if any 197412-303 <input type="checkbox"/> NONE		

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

2a. ORGANIZATION'S NAME LABORATORY PARTNERS, INC.						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 671 Ohio Pike, Suite K		CITY Cincinnati		STATE OH	POSTAL CODE 45245	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION DE	2g. ORGANIZATIONAL ID #, if any 3821505 <input type="checkbox"/> NONE		

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

3a. ORGANIZATION'S NAME LEASING ASSOCIATES OF BARRINGTON, INC.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 33 West Higgins Road, Suite 1030		CITY South Barrington		STATE IL	POSTAL CODE 60010	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Including but without limitation, One (1) Sakura Tissue-Tek VIP 6 Processor with Shipping...including all attachments and accessories, as provided by CARDINAL HEALTH, leased by secured party as lessor to debtor as lessee under Lease No. 9867000 dated January 26, 2012 as time to time may be amended or supplemented.

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE / LESSOR <input type="checkbox"/> CONSIGNEE / CONSIGNOR <input type="checkbox"/> BAILEE / BAILOR <input type="checkbox"/> SELLER / BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCIAL STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 9867000	

FILING OFFICE COPY - INDIANA UCC FINANCING STATEMENT



LETTER OF ACCEPTANCE

Pursuant to equipment Lease Agreement No. 9867000 dated January 26, 2012 between the undersigned, as Lessee, and LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor, the undersigned agrees that the equipment leased under such agreement,

One (1) Sakura Tissue-Tek VIP 6 Processor including all attachments and accessories

has been installed by the equipment vendor, CARDINAL HEALTH, and is hereby accepted by the undersigned as of the 22 day of March, 2012

TERRE HAUTE MEDICAL LABORATORY, INC.

Lessee

William DePond, MD

Name of Authorized Signer

X [Signature]

Signature

CMO

Title

Lease Agreement

This LEASE AGREEMENT ("Lease") is dated January 26, 2012, and is between LEASING ASSOCIATES OF BARRINGTON, INC., an Illinois corporation ("Lessor"), and TERRE HAUTE MEDICAL LABORATORY, INC., as Co-Lessee and LABORATORY PARTNERS, INC., as Co-Lessee ("Lessee").

EQUIPMENT DESCRIPTION: One (1) Sakura Tissue-Tek VIP 6 Processor with Shipping...including all attachments and accessories, as provided by CARDINAL HEALTH.

EQUIPMENT COST: \$47,486.00

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

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

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

TERMS:

<u>Lease Type</u>	<u>Initial Term</u>	<u>Monthly Rental Amount</u>
Lease Purchase	36 Months	\$1,473.00

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

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

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

LESSEE

TERRE HAUTE MEDICAL LABORATORY, INC., Co-Lessee

634 Beach Street
Terre Haute, IN 47804

Name of Authorized Signer/Title

Thomas Kaylor

Signature

LABORATORY PARTNERS, INC., Co-Lessee

671 Ohio Pike, Suite K
Cincinnati, OH 45245

Name of Authorized Signer/Title

Thomas Kaylor

Signature

LESSOR

LEASING ASSOCIATES OF BARRINGTON, INC.

33 West Higgins Road, Suite 1030
South Barrington, IL 60010

Steve Tintera

Name of Authorized Signer

Signature

Vice President Operations

Title

1. **TERM.** This Lease shall be effective on the date of Lessor's execution and shall remain so until the Equipment is purchased or returned to Lessor in accord with Paragraph 9 below ("expiration"). If the initial term of this Lease is extended for any reason, all provisions of this Lease shall apply during any such extension, unless the parties specifically provide otherwise.
2. **RENT.** Lessee shall pay Lessor rent for the Equipment as provided herein beginning on the Commencement Date. Rental payments for the initial term and any renewal term ("rent") shall be due and payable in advance, for the monthly period covered by each such payment, on the first day thereof via electronic debit. Any payment of rent or other obligation not paid when due, at Lessor's option, shall bear interest from the date due until the date paid at the rate of 5% per month or, if less, the highest rate permitted by applicable law. Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind.
- The monthly rental is premised upon a Prime Rate of 3.25% and a Five Year Treasury Yield Index of 0.80%. Should the rate or index of either indicator have increased on the Commencement Date, Lessor reserves the right to raise the monthly rent to reflect such increase. Any adjustment shall be one-time only and the revised monthly rent shall remain fixed throughout the initial term. All terms and conditions of this Lease assume a Commencement Date not later than April 26, 2012. Should the Commencement not be effected by such date, Lessor reserves the right of modification of these terms and conditions.
3. **TAXES.** Lessee is responsible for all taxes or fees levied against the purchase, use, lease, rent, operation or ownership of the Equipment, including any interest or penalty, except those taxes on or measured by the net income of Lessor. This obligation shall survive the expiration of this Lease.
4. **DISCLAIMER OF WARRANTY.** Lessee agrees that (a) it has selected the Equipment and vendor, (b) Lessor neither manufactured nor provides service for the Equipment and (c) the Equipment is leased on an "as is" basis. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE, REGARDING THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Lessor transfers to Lessee all of its interest in any express or implied warranties of the manufacturer or vendor of the Equipment.
5. **USE.** The Equipment shall be kept by Lessee (a) complete, in use, in good operating condition and repair and performing according to manufacturer's published specifications, (b) supplied with all necessary parts and service, (c) at a location as indicated herein, (d) subject to inspection by Lessor, (e) free of all security interests and claims except those of Lessor and its assigns and (f) at Lessor's option, conspicuously labeled to disclose Lessor's ownership.
6. **ADDITIONS.** All parts, improvements, additions, replacements and substitutions to the Equipment shall immediately become the property of Lessor.
7. **RISK AND CANCELABILITY.** Lessee shall bear the entire risk of all loss, theft, damage, destruction, condemnation, requisition, taking by eminent domain or other interruption or termination of use of the Equipment from any cause whatsoever ("occurrences"). No (a) occurrences, (b) delay, deficiency or absence of insurance proceeds, (c) unavailability, delay or failure of supplies, reagents, consumables, parts, mechanisms, devices or service for the Equipment or (d) failure of the Equipment to function for any cause shall relieve Lessee of the obligation to pay rent or of any other obligation hereunder. Lessee shall promptly notify Lessor in writing of any of the above events. THIS IS A NON-CANCELABLE LEASE AGREEMENT.
8. **INSURANCE.** Lessee agrees, at its own expense, to maintain physical damage and liability insurance on the Equipment, equal to its full replacement cost, with Lessor and its assigns named as an additional insured and loss payee, effective from the date of delivery of the Equipment until the expiration of this Lease. The insurance shall be with an insurance company, in an amount, and with endorsements and coverage satisfactory to Lessor. Lessee shall provide Lessor and its assigns with a certificate of insurance, with a 30 day cancellation clause. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss, theft, destruction or damage or other claim under such insurance policies. The proceeds of the insurance shall be applied, at Lessor's sole election, toward the replacement or repair of the Equipment or, if the Equipment cannot be replaced or repaired, toward payment of Lessee's obligations. If Lessee fails to procure or maintain the required insurance, Lessor may obtain such insurance at Lessee's expense.
9. **RETURN.** At the expiration of the initial term, any renewal term or termination for any cause, Lessee shall at its own cost and expense promptly assemble, crate and return the Equipment to Lessor in the complete and same condition as when received, performing according to manufacturer's published specifications, ordinary wear and tear excepted, including all items accompanying original shipment. Lessee shall provide 30 days prior written notice of intent to return. The Equipment shall be shipped with insurance and freight prepaid by Lessee to a point designated by Lessor. Should Lessee fail to return, within 10 days of such expiration, all items of Equipment in full accord with the provisions of this Paragraph 9, or to effect any renewal or purchase terms that may be provided by Lessor, then this Lease shall be deemed extended on a month-to-month basis with rent payable in the amount applicable at expiration until such return, renewal or purchase arrangements are consummated and in effect. If, for any reason, the Equipment is not available or cannot be repaired to its required condition, Lessee shall remit to Lessor within 10 days of expiration Lessor's booked residual value of the Equipment.
10. **DISCLAIMER AND INDEMNITY.** Lessor shall not be liable for and Lessee's obligations shall not be diminished because of any claim, cost, damage, demand, expense, liability or loss of any kind incurred by Lessee or any other person or entity (collectively "Claims") caused, or alleged to be caused, directly or indirectly by the Equipment or any (a) inadequacy, delay or interruption of Equipment purpose, use, service or repair, (b) loss of business or revenue or (c) claims of consequential or other damages of any nature. In this regard, Lessee agrees to indemnify and hold Lessor harmless against any such Claims, including reasonable attorney's fees and expenses, asserted or brought against Lessor.
11. **DEFAULT.** An event of default shall have occurred if Lessee (a) fails to pay rent or any other payment within 10 days of its due date, (b) fails to perform any other obligation under this Lease within 10 days of notification, (c) is declared in default of any obligation under any other agreement with Lessor, (d) ceases doing business as a going concern, becomes insolvent or dissolved, assigns assets for the benefit of creditors or enters into any bankruptcy or reorganization proceeding or (e) suffers an adverse material change in its financial condition.
12. **REMEDIES.** Upon any event of default, Lessor shall be entitled to (a) declare the balance of rent and all other amounts due, or to become due, immediately payable, (b) terminate this Lease and take immediate possession of the Equipment, entering upon any premises without liability for doing so, (c) sell, lease or finance all or any part of the Equipment to a third party upon such terms as Lessor may from time to time elect, without any duty to account to Lessee, and Lessee shall remain liable for all rents and other amounts due plus any and all other costs, expenses and damages, including reasonable attorney's fees and legal expenses or (d) avail itself of any other remedy or remedies provided for by any statute or otherwise available at law, in equity, or in bankruptcy or insolvency proceedings. These remedies shall be cumulative.
13. **ASSIGNMENT.** Lessee shall not assign, sell or transfer (a) the Equipment, (b) its interest in this Lease or (c) 50% or more of its ownership interests without the express written consent of Lessor, which shall not be unreasonably withheld. Lessee shall provide Lessor 30 days prior written notice of its intent to so assign, sell or transfer. Should Lessor not consent to such assignment, sale or transfer, Lessee agrees to promptly purchase the Equipment under this Lease for a sum equal to the remaining unpaid rent, any other obligation hereunder then unpaid and any applicable taxes. Lessor and its assigns, without notification, may sell, transfer, assign or grant a security interest in this Lease to a third party ("assignee"). In such event, assignee will have all rights and benefits, but not the obligations, of Lessor. Lessee's obligations will in no way be reduced or abated by such an assignment. Assignee's rights will not be subject to any claims, defenses or setoff that Lessee may have against Lessor.
14. **GENERAL PROVISIONS.**
- (a) If Lessee fails to pay or to perform any obligation under this Lease, Lessor may, but shall not be obligated to, take any action or pay any amounts that are necessary to protect Lessor's interests. Lessee agrees to reimburse Lessor immediately upon notice for any such payment or incurred expense.
- (b) All notices relating to this Lease shall be mailed to Lessor and Lessee at the addresses shown herein, and shall be deemed served when deposited in the U.S. Mail.
- (c) Lessee agrees to execute, acknowledge and deliver such instruments, and to take such other action as may be reasonably necessary in the opinion of Lessor, or its counsel, to protect Lessor's interests. Lessee authorizes Lessor to file Uniform Commercial Code financing statements with respect to the Equipment. If this Lease is deemed at any time to be intended as security, then Lessee grants Lessor a security interest in the Equipment and all proceeds from its sale, lease or disposition.
- (d) Lessee agrees to provide to Lessor any financial information as Lessor from time to time may reasonably request.
- (e) If Uniform Commercial Code Article 2A - Leases is deemed to apply to this Lease, it shall be considered a "Finance Lease" as so defined.
- (f) This Lease together with notice of Equipment acceptance and any guarantee constitutes the entire agreement between Lessor and Lessee and any change or modification must be in writing and signed by the parties. Lessee agrees that neither the vendor of the Equipment nor any salesperson, employee or agent of vendor is Lessor's agent and shall have no authority to represent or bind Lessor in any manner.
- (g) If this Lease or any provision hereof shall be deemed in any way invalid, illegal, or unenforceable, its validity, legality and enforceability in all other respects shall not be in any way impaired. Each of the parties hereto acknowledges that the other party shall not be by act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this Lease unless such waiver is given in writing. A waiver on any one occasion shall not be construed as a waiver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall in no way be affected by Lessor's failure to inform Lessee of any noncompliance with any of Lessee's obligations under this Lease. Lessee hereby waives any right to assert that Lessor cannot enforce this Lease because of any failure of Lessor to qualify to do business in any jurisdiction. This Lease has been delivered for acceptance by Lessor in Springfield, Illinois, and the laws of the State of Illinois shall govern the construction, validity, interpretation, performance and enforcement of this Lease. Any action at law or equity arising from or in connection with this Lease, including the enforcement of any term or condition hereof, shall be instituted and litigated in the United States District Court, Central Division, in Springfield, Illinois or in the Sangamon County, Illinois Circuit Court. Lessee and Lessor agree to waive any rights to a trial by jury. This Lease shall be binding on Lessor and Lessee and their respective successors, heirs and assigns and shall inure to the benefit of Lessor and Lessee and their successors, heirs and assigns. Lessee warrants that its signature to this Lease is authorized to obligate Lessee to its terms.

**UCC FINANCING STATEMENT**

State Form 50181 (5-01)

Approved by State Board of Accounts, 2001

Indiana Secretary of State

Filing Number: 201200000549659

Filing Date : 01/17/2012 17:30:00

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

A. NAME AND PHONE OF CONTACT AT FILER (optional) JOANNA FULLER 847-428-8550	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) LEASING ASSOCIATES OF BARRINGTON, INC. 33 W. HIGGINS ROAD, SUITE 1030 SOUTH BARRINGTON, IL 60010	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME TERRE HAUTE MEDICAL LABORATORY, INC.				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
1c. MAILING ADDRESS 634 Beech Street		CITY Terre Haute	STATE IN	POSTAL CODE 47804
ADDL INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION FP CORP	1f. JURISDICTION OF ORGANIZATION IN	1g. ORGANIZATIONAL ID #, if any 197412-303 <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME LABORATORY PARTNERS, INC.				
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
2c. MAILING ADDRESS 671 Ohio Pike, Suite K		CITY Cincinnati	STATE OH	POSTAL CODE 45245
ADDL INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION DE	2g. ORGANIZATIONAL ID #, if any 3821505 <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME LEASING ASSOCIATES OF BARRINGTON, INC.				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
3c. MAILING ADDRESS 33 West Higgins Road, Suite 1030		CITY South Barrington	STATE IL	POSTAL CODE 60010
4. This FINANCING STATEMENT covers the following collateral:				

Including but without limitation, One (1) Sakura Tissue-Tek Prisma Stainer with Prisma Link and shipping, and One (1) Sakura Tissue-Tek Prisma Film Cover Slipper with shipping, including all attachments and accessories, as provided by Cardinal Health, Inc., leased by secured party as lessor to debtor as lessee under Lease No. 9830000 dated December 14, 2011 as time to time may be amended or supplemented.

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE / LESSOR <input type="checkbox"/> CONSIGNEE / CONSIGNOR <input type="checkbox"/> BAILEE / BAILOR <input type="checkbox"/> SELLER / BUYER <input type="checkbox"/> AG LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCIAL STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 9830000	

FILING OFFICE COPY - INDIANA UCC FINANCING STATEMENT



LETTER OF ACCEPTANCE

Pursuant to equipment Lease Agreement No. 9830000 dated December 14, 2011 between the undersigned, as Lessee, and LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor, the undersigned agrees that the equipment leased under such agreement,

One (1) Sakura Tissue-Tek Prisma Stainer with Prisma Link and shipping, and
One (1) Sakura Tissue-Tek Prisma Film Cover Slipper with shipping

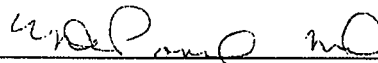
has been installed by the equipment vendor, CARDINAL HEALTH, and is hereby accepted by the undersigned as of the 23rd day of April, 2012

TERRE HAUTE MEDICAL LABORATORY, INC.

Lessee

William DePond, MD

Name of Authorized Signer



Signature

Chief Medical Officer

Title

Lease Agreement

This LEASE AGREEMENT ("Lease") is dated December 14, 2011, and is between LEASING ASSOCIATES OF BARRINGTON, INC., an Illinois corporation ("Lessor"), and TERRE HAUTE MEDICAL LABORATORY, INC., as Co-Lessee and LABORATORY PARTNERS, INC., as Co-Lessee ("Lessee").

EQUIPMENT DESCRIPTION: One (1) Sakura Tissue-Tek Prisma Stainer with Prisma Link and shipping, and One (1) Sakura Tissue-Tek Prisma Film Cover Slipper with shipping, including all attachments and accessories, as provided by Cardinal Health, Inc.

EQUIPMENT COST: \$80,566.00

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

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

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

TERMS:

<u>Lease Type</u>	<u>Initial Term</u>	<u>Monthly Rental Amount</u>
Lease Purchase	36 Months	\$2,499.00

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

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

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

LESSEE

TERRE HAUTE MEDICAL LABORATORY, INC., Co-Lessee
634 Beech Street
Terre Haute, IN 47804

William DeBord, MD
Name of Authorized Signer/Title

[Signature]
Signature

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

Thomas A. Kayler - VP Finance
Name of Authorized Signer/Title

[Signature]
Signature

LESSOR

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

J. W. McCoy
Name of Authorized Signer

[Signature]
Signature

President & CEO
Title

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

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

The monthly rental is premised upon a Prime Rate of 3.25% and a Five Year Treasury Yield Index of 0.85%. Should the rate or index of either indicator have increased on the Commencement Date, Lessor reserves the right to raise the monthly rent to reflect such increase. Any adjustment shall be one-time only and the revised monthly rent shall remain fixed throughout the initial term. All terms and conditions of this Lease assume a Commencement Date not later than March 14, 2012. Should the Commencement not be effected by such date, Lessor reserves the right of modification of these terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

14. **GENERAL PROVISIONS.**

(a) If Lessee fails to pay or to perform any obligation under this Lease, Lessor may, but shall not be obligated to, take any action or pay any amounts that are necessary to protect Lessor's interests. Lessee agrees to reimburse Lessor immediately upon notice for any such payment or incurred expense.

(b) All notices relating to this Lease shall be mailed to Lessor and Lessee at the addresses shown herein, and shall be deemed served when deposited in the U.S. Mail.

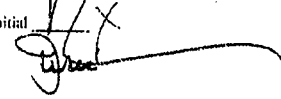
(c) Lessee agrees to execute, acknowledge and deliver such instruments, and to take such other action as may be reasonably necessary in the opinion of Lessor, or its counsel, to protect Lessor's interests. Lessee authorizes Lessor to file Uniform Commercial Code financing statements with respect to the Equipment. If this Lease is deemed at any time to be intended as security, then Lessee grants Lessor a security interest in the Equipment and all proceeds from its sale, lease or disposition.

(d) Lessee agrees to provide to Lessor any financial information as Lessor from time to time may reasonably request.

(e) If Uniform Commercial Code Article 2A - Lessor is deemed to apply to this Lease, it shall be considered a "Finance Lease" as so defined.

(f) This Lease together with notice of Equipment acceptance and any guarantee constitutes the entire agreement between Lessor and Lessee and any change or modification must be in writing and signed by the parties. Lessee agrees that neither the vendor of the Equipment nor any salesperson, employee or agent of vendor is Lessor's agent and shall have no authority to represent or bind Lessor in any manner.

(g) If this Lease or any provision hereof shall be deemed in any way invalid, illegal, or unenforceable, as to its validity, legality and enforceability in all other respects shall not be in any way impaired. Each of the parties hereto acknowledges that the other party shall not be act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this Lease unless such waiver is given in writing. A waiver on any one occasion shall not be construed as a waiver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall in no way be affected by Lessor's failure to inform Lessee of any noncompliance with any of Lessee's obligations under this Lease. Lessee hereby waives any right to assert that Lessor cannot enforce this Lease because of any failure of Lessor to qualify to do business in any jurisdiction. This Lease has been delivered for acceptance by Lessor in Springfield, Illinois, and the laws of the State of Illinois shall govern the construction, validity, interpretation, performance and enforcement of this Lease. Any action at law or equity arising from or in connection with this Lease, including the enforcement of any term or condition hereof, shall be instituted and litigated in the United States District Court, Central Division, in Springfield, Illinois or in the Sangamon County, Illinois Circuit Court. Lessee and Lessor agree to waive any rights to a trial by jury. This Lease shall be binding on Lessor and Lessee and their respective successors, heirs and assigns and shall inure to the benefit of Lessor and Lessee and their successors, heirs and assigns. Lessee warrants that its signature to this Lease is authorized to obligate Lessee to its terms.

Initial 

**UCC FINANCING STATEMENT**

State Form 50181 (5-01)

Approved by State Board of Accounts, 2001

Indiana Secretary of State

Filing Number: 201100010531913

Filing Date : 12/05/2011 17:30:00

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

A. NAME AND PHONE OF CONTACT AT FILER (optional) JOANNA FULLER 847-428-8550	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) LEASING ASSOCIATES OF BARRINGTON, INC. 33 W. HIGGINS ROAD, SUITE 1030 SOUTH BARRINGTON, IL 60010	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME TERRE HAUTE MEDICAL LABORATORY, INC.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 634 Beech Street			CITY Terre Haute	STATE IN	POSTAL CODE 47804
			COUNTRY USA		
ADDL INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION FP Corp	1f. JURISDICTION OF ORGANIZATION IN	1g. ORGANIZATIONAL ID #, if any 197412-303 <input type="checkbox"/> NONE	

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

2a. ORGANIZATION'S NAME LABORATORY PARTNERS, INC.					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 671 Ohio Pike, Suite K			CITY Cincinnati	STATE OH	POSTAL CODE 45245
			COUNTRY USA		
ADDL INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION Corp	2f. JURISDICTION OF ORGANIZATION DE	2g. ORGANIZATIONAL ID #, if any 3821505 <input type="checkbox"/> NONE	

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

3a. ORGANIZATION'S NAME LEASING ASSOCIATES OF BARRINGTON, INC.					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 33 West Higgins Road, Suite 1030			CITY South Barrington	STATE IL	POSTAL CODE 60010
			COUNTRY USA		

4. This FINANCING STATEMENT covers the following collateral:

Including but without limitation, One (1) PREVI Isola Automated Microbiological Streaking Instrument with ViLink Gateway Computer...including all attachments and accessories as provided by BIOMERIEUX, INC., leased by secured party as lessor to debtor as lessee under Lease No. 9725000 dated November 21, 2011 as time to time may be amended or supplemented.

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE / LESSOR <input type="checkbox"/> CONSIGNEE / CONSIGNOR <input type="checkbox"/> BAILEE / BAILOR <input type="checkbox"/> SELLER / BUYER <input type="checkbox"/> AG LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCIAL STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 9725000	

FILING OFFICE COPY - INDIANA UCC FINANCING STATEMENT



LETTER OF ACCEPTANCE

Pursuant to equipment Lease Agreement No. 9725000 dated November 21, 2011 between the undersigned, as Lessee, and LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor, the undersigned agrees that the equipment leased under such agreement,

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

has been installed by the equipment vendor, BIOMERIEUX, INC., and is hereby accepted by the undersigned as of the 7 day of February, 2012

TERRE HAUTE MEDICAL LABORTORY, INC.

Lessee

William DeFord, MD

Name of Authorized Signer

[Signature]

Signature

CMO

Title

Lease Agreement

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

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

EQUIPMENT COST: \$75,000.00

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

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

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

TERMS:

<u>Lease Type</u>	<u>Initial Term</u>	<u>Monthly Rental Amount</u>
Lease Purchase	36 Months	\$2,327.00

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

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

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

LESSEE

TERRE HAUTE MEDICAL LABORATORY, INC., Co-
Lessee
634 Beech Street
Terre Haute, IN 47804

Thomas A. Kayle - VP Finance
Name of Authorized Signer/Title

Name of Authorized Signer/Title

Signature _____

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

Thomas A. Kaylor VP Finance

Name of Authorized Signer/Title

Signature

LESSOR

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

Steve Tintera

Name of Authorized Signer

Signature

Vice President Operations

Title

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. GENERAL PROVISIONS.

(a) If Lessee fails to pay or to perform any obligation under this Lease, Lessor may, but shall not be obligated to, take any action or pay any amounts that are necessary to protect Lessor's interests. Lessee agrees to reimburse Lessor immediately upon notice for any such payment or incurred expense.

(b) All notices relating to this Lease shall be mailed to Lessor and Lessee at the addresses shown herein, and shall be deemed served when deposited in the U.S. Mail.

(c) Lessee agrees to execute, acknowledge and deliver such instruments, and to take such other action as may be reasonably necessary in the opinion of Lessor, or its counsel, to protect Lessor's interests. Lessee authorizes Lessor to file Uniform Commercial Code financing statements with respect to the Equipment. If this Lease is deemed at any time to be intended as security, then Lessee grants Lessor a security interest in the Equipment and all proceeds from its sale, lease or disposition.

(d) Lessee agrees to provide to Lessor any financial information as Lessor from time to time may reasonably request.

(e) If Uniform Commercial Code Article 2A - Leases is deemed to apply to this Lease, it shall be considered a "Finance Lease" as so defined.

(f) This Lease together with notice of Equipment acceptance and any guarantee constitutes the entire agreement between Lessor and Lessee and any change or modification must be in writing and signed by the parties. Lessee agrees that neither the vendor of the Equipment nor any salesperson, employee or agent of vendor is Lessor's agent and shall have no authority to represent or bind Lessor in any manner.

(g) If this Lease or any provision hereof shall be deemed in any way invalid, illegal, or unenforceable, its validity, legality and enforceability in all other respects shall not be in any way impaired. Each of the parties hereto acknowledges that the other party shall not by act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this Lease unless such waiver is given in writing. A waiver on any one occasion shall not be construed as a waiver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall in no way be affected by Lessor's failure to inform Lessee of any noncompliance with any of Lessee's obligations under this Lease. Lessee hereby waives any right to assert that Lessor cannot enforce this Lease because of any failure of Lessor to qualify to do business in any jurisdiction. This Lease has been delivered for acceptance by Lessor in Springfield, Illinois, and the laws of the State of Illinois shall govern the construction, validity, interpretation, performance and enforcement of this Lease. Any action at law or equity arising from or in connection with this Lease, including the enforcement of any term or condition hereof, shall be instituted and litigated in the United States District Court, Central Division, in Springfield, Illinois or in the Sangamon County, Illinois Circuit Court. Lessee and Lessor agree to waive any rights to a trial by jury. This Lease shall be binding on Lessor and Lessee and their respective successors, heirs and assigns and shall inure to the benefit of Lessor and Lessee and their successors, heirs and assigns. Lessee warrants that its Signatory to this Lease is authorized to obligate Lessee to its terms.

**UCC FINANCING STATEMENT**

State Form 50181 (5-01)

Approved by State Board of Accounts, 2001

Indiana Secretary of State

Filing Number: 201100010110229

Filing Date : 11/21/2011 17:30:00

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

A NAME AND PHONE OF CONTACT AT FILER (optional) JOANNA FULLER 847-428-8550			
B SEND ACKNOWLEDGMENT TO: (Name and Address) LEASING ASSOCIATES OF BARRINGTON, INC. 33 W. HIGGINS ROAD, SUITE 1030 SOUTH BARRINGTON, IL 60010			

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (1a or 1b) - do not abbreviate or combine names				
1a ORGANIZATION'S NAME TERRE HAUTE MEDICAL LABORATORY, INC.				
OR	1b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 634 Beech Street			CITY Terre Haute	STATE POSTAL CODE COUNTRY IN 47804 USA
	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION FP Corp	1f. JURISDICTION OF ORGANIZATION IN	1g. ORGANIZATIONAL ID #, if any 197412-303 <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME LABORATORY PARTNERS, INC.				
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS 671 Ohio Pike, Suite K			CITY Cincinnati	STATE POSTAL CODE COUNTRY OH 45245 USA
	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Corp	2f. JURISDICTION OF ORGANIZATION DE	2g. ORGANIZATIONAL ID #, if any 3821505 <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME LEASING ASSOCIATES OF BARRINGTON, INC.				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS 33 West Higgins Road, Suite 1030			CITY South Barrington	STATE POSTAL CODE COUNTRY IL 60010 USA

4. This FINANCING STATEMENT covers the following collateral:

Including but without limitation, One (1) ProVue Blood Bank System including Shipping and all attachments and accessories as provided by ORTHO-CLINICAL DIAGNOSTICS, leased by secured party as lessor to debtor as lessee under Lease No. 9710000 dated November 11, 2011 as time to time may be amended or supplemented.

EQUIPMENT LOCATION: 634 Beech Street, Terre Haute, IN 47804

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE / LESSOR <input type="checkbox"/> CONSIGNEE / CONSIGNOR <input type="checkbox"/> BAILEE / BAILOR <input type="checkbox"/> SELLER / BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCIAL STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 9710000	

FILING OFFICE COPY - INDIANA UCC FINANCING STATEMENT

LABBarrington

LETTER OF ACCEPTANCE

Pursuant to equipment Lease Agreement No. 9710000 dated November 11, 2011
between the undersigned, as Lessee, and LEASING ASSOCIATES OF BARRINGTON, INC., as
Lessor, the undersigned agrees that the equipment leased under such agreement,

One (1) ProVue Blood Bank System including Shipping and all attachments and
accessories

has been installed by the equipment vendor, ORTHO-CLINICAL DIAGNOSTICS, and is hereby
accepted by the undersigned as of the 8th day of February, 2012

TERRE HAUTE MEDICAL LABORATORY, INC.

Lessee

Ronald Garcia

Name of Authorized Signer

Ronald Garcia

Signature

General Manager

Title

Lease Agreement

This LEASE AGREEMENT ("Lease") is dated November 11, 2011, and is between LEASING ASSOCIATES OF BARRINGTON, INC., an Illinois corporation ("Lessor"), and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee ("Lessee").

EQUIPMENT DESCRIPTION: One (1) ProVue Blood Bank System including Shipping and all attachments and accessories as provided by ORTHO-CLINICAL DIAGNOSTICS.

EQUIPMENT COST: \$85,000.00

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

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

EQUIPMENT LOCATION: 634 Beech Street, Terre Haute, IN 47804

TERMS:

<u>Lease Type</u>	<u>Initial Term</u>	<u>Monthly Rental Amount</u>
Lease Purchase	36 Months	\$2,637.00

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

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

COMMENCEMENT: The initial term and Lessee's rental obligation begin on the date the Equipment is installed by the vendor ("Commencement Date").

LESSEE

TERRE HAUTE MEDICAL LABORATORY, INC., co-Lessee
634 Beech Street
Terre Haute, IN 47804

William De Bond, MD
Name of Authorized Signer/Title

[Signature]
Signature

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

Thomas A. Kayler VP-Finance
Name of Authorized Signer/Title

[Signature]
Signature

LESSOR

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

Steve Tintera
Name of Authorized Signer

[Signature]
Signature

Vice President Operations
Title

TERMS AND CONDITIONS

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

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

The monthly rental is premised upon a Prime Rate of 3.25% and a Five Year Treasury Yield Index of 0.91%. Should the rate or index of either indicator have increased on the Commencement Date, Lessor reserves the right to raise the monthly rent to reflect such increase. Any adjustment shall be one-time only and the revised monthly rent shall remain fixed throughout the initial term. All terms and conditions of this Lease assume a Commencement Date not later than February 11, 2012. Should the Commencement not be effected by such date, Lessor reserves the right of modification of these terms and conditions.

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

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

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

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

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

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

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

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

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

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

13. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or sublease the Equipment or its interest in this Lease. Lessor and its assigns, without notification, may sell, transfer, assign or grant a security interest in this Lease to a third party ("assignee"). In such event, assignee will have all rights and benefits, but not the obligations, of Lessor. Lessee's obligations will in no way be reduced or abated by such an assignment. Assignee's rights will not be subject to any claims, defenses or setoff that Lessee may have against Lessor.

14. GENERAL PROVISIONS.

(a) If Lessee fails to pay or to perform any obligation under this Lease, Lessor may, but shall not be obligated to, take any action or pay any amounts that are necessary to protect Lessor's interests. Lessee agrees to reimburse Lessor immediately upon notice for any such payment or incurred expense.

(b) All notices relating to this Lease shall be mailed to Lessor and Lessee at the addresses shown herein, and shall be deemed served when deposited in the U.S. Mail.

(c) Lessee agrees to execute, acknowledge and deliver such instruments, and to take such other action as may be reasonably necessary in the opinion of Lessor, or its counsel, to protect Lessor's interests. Lessee authorizes Lessor to file Uniform Commercial Code financing statements with respect to the Equipment. If this Lease is deemed at any time to be intended as security, then Lessee grants Lessor a security interest in the Equipment and all proceeds from its sale, lease or disposition.

(d) Lessee agrees to provide to Lessor any financial information as Lessor from time to time may reasonably request.

(e) If Uniform Commercial Code Article 2A - Leases is deemed to apply to this Lease, it shall be considered a "Finance Lease" as so defined.

(f) This Lease together with notice of Equipment acceptance and any guarantee constitutes the entire agreement between Lessor and Lessee and any change or modification must be in writing and signed by the parties. Lessee agrees that neither the vendor of the Equipment nor any salesperson, employee or agent of vendor is Lessor's agent and shall have no authority to represent or bind Lessor in any manner.

(g) If this Lease or any provision hereof shall be deemed in any way invalid, illegal, or unenforceable, its validity, legality and enforceability in all other respects shall not be in any way impaired. Each of the parties hereto acknowledges that the other party shall not by act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this Lease unless such waiver is given in writing. A waiver on any one occasion shall not be construed as a waiver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall in no way be affected by Lessor's failure to inform Lessee of any noncompliance with any of Lessee's obligations under this Lease. Lessee hereby waives any right to assert that Lessor cannot enforce this Lease because of any failure of Lessor to qualify to do business in any jurisdiction. This Lease has been delivered for acceptance by Lessor in Springfield, Illinois, and the laws of the State of Illinois shall govern the construction, validity, interpretation, performance and enforcement of this Lease. Any action at law or equity arising from or in connection with this Lease, including the enforcement of any term or condition hereof, shall be instituted and litigated in the United States District Court, Central Division, in Springfield, Illinois or in the Sangamon County, Illinois Circuit Court. Lessee and Lessor agree to waive any rights to a trial by jury. This Lease shall be binding on Lessor and Lessee and their respective successors, heirs and assigns and shall inure to the benefit of Lessor and Lessee and their successors, heirs and assigns. Lessee warrants that its Signatory to this Lease is authorized to obligate Lessee to its terms.

**UCC FINANCING STATEMENT**

State Form 50181 (5-01)

Approved by State Board of Accounts, 2001

Indiana Secretary of State

Filing Number: 201100004567652

Filing Date : 05/23/2011 17:30:00

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

A. NAME AND PHONE OF CONTACT AT FILER (optional) JOANNA FULLER 847-428-8550	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) LEASING ASSOCIATES OF BARRINGTON, INC. 33 West Higgins Road, Suite 1030 South Barrington, IL 60010	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME TERRE HAUTE MEDICAL LABORATORY, INC.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 634 Beech Street			CITY Terre Haute	STATE IN	POSTAL CODE 47804
			COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION CORP	1f. JURISDICTION OF ORGANIZATION IN	1g. ORGANIZATIONAL ID #, if any 197412-303 <input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME LABORATORY PARTNERS, INC.					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 671 Ohio Pike, Suite K			CITY Cincinnati	STATE OH	POSTAL CODE 45245
			COUNTRY USA		
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION CORP	2f. JURISDICTION OF ORGANIZATION DE	2g. ORGANIZATIONAL ID #, if any 3821505 <input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME LEASING ASSOCIATES OF BARRINGTON, INC.					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 33 West Higgins Road, Suite 1030			CITY South Barrington	STATE IL	POSTAL CODE 60010
			COUNTRY USA		
4. This FINANCING STATEMENT covers the following collateral:					

Including but without limitation, Four (4) New CA-1501 Coagulation Systems; Two (2) Existing CA-1501 Coagulation Systems (S/N: A4285 & A4430) and One (1) Existing CA-560 Coagulation System (S/N: A2194), One (1) Existing CA-560 Coagulation System (S/N: A2220); One (1) Existing CA-1501 Coagulation System (S/N: A5430) and One (1) Existing CA-1500 Coagulation System (S/N: A2651); One (1) Existing CA-1501 Coagulation System (S/N: A5110)...and all attachments and accessories as provided by SIEMENS HEALTHCARE DIAGNOSTICS INC., leased by secured party as lessor to debtor as lessee under Lease No. 9306000 dated May 11, 2011 as time to time may be amended or supplemented.

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE / LESSOR <input type="checkbox"/> CONSIGNEE / CONSIGNOR <input type="checkbox"/> BAILEE / BAILOR <input type="checkbox"/> SELLER / BUYER <input type="checkbox"/> AG LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCIAL STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 9306000	

FILING OFFICE COPY - INDIANA UCC FINANCING STATEMENT

LABBarrington

LETTER OF ACCEPTANCE

Pursuant to equipment Lease Agreement No. 9306000 dated May 11, 2011 between the undersigned, as Lessee, and LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor, the undersigned agrees that the equipment leased under such agreement,

Four (4) new CA-1501 Coagulation Systems, Four (4) existing CA-1501 Coagulation Systems, Two (2) existing CA-560 Coagulation Systems and One (1) existing CA-1500 Coagulation System manufactured by Sysmex America, Inc. ... including all attachments and accessories

has been installed by the equipment vendor, SIEMENS HEALTHCARE DIAGNOSTICS INC., and is hereby accepted by the undersigned as of the 18th day of July, 2011

TERRE HAUTE MEDICAL LABORATORY, INC.

Lessee

Charles Morin
Name of Authorized Signer

CM
Signature

CFO
Title

Lease Agreement

This LEASE AGREEMENT ("Lease") is dated May 11, 2011, and is between LEASING ASSOCIATES OF BARRINGTON, INC., an Illinois corporation ("Lessor"), and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee ("Lessee").

EQUIPMENT DESCRIPTION: per Exhibit "A" attached hereto

TAXES: Any additional applicable state and local sales /use taxes or shipping/installation charges will be billed separately.

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

EQUIPMENT LOCATIONS: per Exhibit "A" attached hereto

TERMS:

<u>Lease Type</u>	<u>Initial Term</u>	<u>Monthly Rental Amount</u>
Lease Purchase	36 Months	\$5,891.00 \$ <u>56.00</u> OH Sales Tax @ 6.50% \$5,947.00

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

PAYOFF OF EXISTING AGREEMENTS: Upon Commencement Date of this Lease, Lessor agrees to pay Lessee's remaining rental obligations under Existing Leases per Exhibit "A" attached hereto.

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

COMMENCEMENT: The initial term and Lessee's rental obligation begin on the date the Equipment is installed by the vendor and accepted by Lessee via a Letter of Acceptance ("Commencement Date"), per Paragraph 2. RENT. Such acceptance shall not be unreasonably withheld.

LESSEE

TERRE HAUTE MEDICAL LABORATORY, INC., co-
Lessee
634 Beech Street
Terre Haute, IN 47804

Charles Marshall

Name of Authorized Signer/Title

Signature

Date

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

Charles Marshall

Name of Authorized Signer/Title

Signature

Date

LESSOR

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

Steve Tintera

Name of Authorized Signer

Signature

Vice President Operations

Title

TERMS AND CONDITIONS

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

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

The monthly rental is premised upon a Prime Rate of 3.25% and a Five Year Treasury Yield Index of 1.89%. Should the rate or index of either indicator have increased on the Commencement Date, Lessor reserves the right to raise the monthly rent to reflect such increase. Any adjustment shall be one-time only and the revised monthly rent shall remain fixed throughout the initial term. All terms and conditions of this Lease assume a Commencement Date not later than June 11, 2011. Should the Commencement not be effected by such date, Lessor reserves the right of modification of these terms and conditions.

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

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

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

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

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

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

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

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

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

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

13. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or sublease the Equipment or its interest in this Lease. Lessor and its assigns, without notification, may sell, transfer, assign or grant a security interest in this Lease to a third party ("assignee"). In such event, assignee will have all rights and benefits, but not the obligations, of Lessor. Lessee's obligations will in no way be reduced or abated by such an assignment. Assignees rights will not be subject to any claims, defenses or setoff that Lessee may have against Lessor.

14. GENERAL PROVISIONS.

(a) If Lessee fails to pay or to perform any obligation under this Lease, Lessor may, but shall not be obligated to, take any action or pay any amounts that are necessary to protect Lessor's interests. Lessee agrees to reimburse Lessor immediately upon notice for any such payment or incurred expense.

(b) All notices relating to this Lease shall be mailed to Lessor and Lessee at the addresses shown herein, and shall be deemed served when deposited in the U.S. Mail.

(c) Lessee agrees to execute, acknowledge and deliver such instruments, and to take such other action as may be reasonably necessary in the opinion of Lessor, or its counsel, to protect Lessor's interests. Lessee authorizes Lessor to file Uniform Commercial Code financing statements with respect to the Equipment. If this Lease is deemed at any time to be intended as security, then Lessee grants Lessor a security interest in the Equipment and all proceeds from its sale, lease or disposition.

(d) Lessee agrees to provide to Lessor any financial information as Lessor from time to time may reasonably request.

(e) If Uniform Commercial Code Article 2A - Leases is deemed to apply to this Lease, it shall be considered a "Finance Lease" as so defined.

(f) This Lease together with notice of Equipment acceptance and any guarantee constitutes the entire agreement between Lessor and Lessee and any change or modification must be in writing and signed by the parties. Lessee agrees that neither the vendor of the Equipment nor any salesperson, employee or agent of vendor is Lessor's agent and shall have no authority to represent or bind Lessor in any manner.

(g) If this Lease or any provision hereof shall be deemed in any way invalid, illegal, or unenforceable, its validity, legality and enforceability in all other respects shall not be in any way impaired. Each of the parties hereto acknowledges that the other party shall not by act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this Lease unless such waiver is given in writing. A waiver on any one occasion shall not be construed as a waiver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall in no way be affected by Lessor's failure to inform Lessee of any noncompliance with any of Lessee's obligations under this Lease. Lessee hereby waives any right to assert that Lessor cannot enforce this Lease because of any failure of Lessor to qualify to do business in any jurisdiction. This Lease has been delivered for acceptance by Lessor in Springfield, Illinois, and the laws of the State of Illinois shall govern the construction, validity, interpretation, performance and enforcement of this Lease. Any action at law or equity arising from or in connection with this Lease, including the enforcement of any term or condition hereof, shall be instituted and litigated in the United States District Court, Central Division, in Springfield, Illinois or in the Sangamon County, Illinois Circuit Court. Lessee and Lessor agree to waive any rights to a trial by jury. This Lease shall be binding on Lessor and Lessee and their respective successors, heirs and assigns and shall inure to the benefit of Lessor and Lessee and their successors, heirs and assigns. Lessee warrants that its Signatory to this Lease is authorized to obligate Lessee to its terms.

Exhibit "A" to:

Lease No. 9306000

This LEASE AGREEMENT ("Lease") is dated May 11, 2011, and is between LEASING ASSOCIATES OF BARRINGTON, INC., an Illinois corporation ("Lessor"), and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee ("Lessee").

Equipment Description	New/Existing	Serial #	Existing Lease #	Location
CA-1501 Coagulation System	New			10114 Woodfield Lane, St. Louis, MO 63132
CA-1501 Coagulation System	New			10114 Woodfield Lane, St. Louis, MO 63132
CA-1501 Coagulation System	New			54A Crownview, Mt. Vernon, IL 62864
CA-1501 Coagulation System	New			1305 Wabash Avenue, Suite J, Springfield, IL 62704
CA-1501 Coagulation System	Existing	A4285	17R-2RTP	1606 N. 7 th Street, Terre Haute, IN 47804
CA-1501 Coagulation System	Existing	A4430	17R-2RTP	1606 N. 7 th Street, Terre Haute, IN 47804
CA-1501 Coagulation System	Existing	A2194	17R-2RTP	1606 N. 7 th Street, Terre Haute, IN 47804
CA-560 Coagulation System	Existing	A2220	17R-2RTP	801 S. Main Street, Clinton, IN 47842
CA-1501 Coagulation System	Existing	A5430	2KM-364D	3575 Forest Lake Drive, Uniontown, OH 44685
CA-1500 Coagulation System	Existing	A2651	2KM-364D	3575 Forest Lake Drive, Uniontown, OH 44685
CA-1501 Coagulation System	Existing	A5110	1-N0M44	855 W. Market Street, Lima, OH 45805

All equipment manufactured by Sysmex America, Inc. and provided by Siemens Healthcare Diagnostics Inc.

**UCC FINANCING STATEMENT**

State Form 50181 (5-01)

Approved by State Board of Accounts, 2001

Indiana Secretary of State

Filing Number: 201100004309707

Filing Date : 05/16/2011 17:30:00

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

A. NAME AND PHONE OF CONTACT AT FILER (optional) JOANNA FULLER 847-428-8550	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) LEASING ASSOCIATES OF BARRINGTON, INC. 33 W. HIGGINS ROAD, SUITE 1030 SOUTH BARRINGTON, IL 60010	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME TERRE HAUTE MEDICAL LABORATORY, INC.				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 634 Beech Street		CITY Terre Haute	STATE IN	POSTAL CODE 47804 COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION FP CORP	1f. JURISDICTION OF ORGANIZATION IN	1g. ORGANIZATIONAL ID #, if any 197412-303 <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME LABORATORY PARTNERS, INC.				
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS 671 Ohio Pike, Suite K		CITY Cincinnati	STATE OH	POSTAL CODE 45245 COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION CORPORATION	2f. JURISDICTION OF ORGANIZATION DE	2g. ORGANIZATIONAL ID #, if any 3821505 <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME LEASING ASSOCIATES OF BARRINGTON, INC.				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS 33 W. Higgins Road, Suite 1030		CITY South Barrington	STATE IL	POSTAL CODE 60010 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Including but without limitation, Two (2) recertified Stratus CS Immunoassay Systems with shipping and LIS Interface Allowance (not to exceed \$19,800.00), including all attachments and accessories as provided by Siemens Healthcare Diagnostics Inc., leased by secured party as lessor to debtor as lessee under Lease No. 9295000 dated May 4, 2011 as time to time may be amended or supplemented.

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE / LESSOR <input type="checkbox"/> CONSIGNEE / CONSIGNOR <input type="checkbox"/> BAILEE / BAILOR <input type="checkbox"/> SELLER / BUYER <input type="checkbox"/> AG LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCIAL STATEMENT is to be filed (for record) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 9295000	

FILING OFFICE COPY - INDIANA UCC FINANCING STATEMENT



LETTER OF ACCEPTANCE

Pursuant to equipment Lease Agreement No. 9295000 dated May 4, 2011 between the undersigned, as Lessee, and LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor, the undersigned agrees that the equipment leased under such agreement,

Two (2) recertified Stratus CS Immunoassay Systems with Shipping and LIS Interface Allowance including all attachments and accessories

has been installed by the equipment vendor, SIEMENS HEALTHCARE DIAGNOSTICS INC., and is hereby accepted by the undersigned as of the 27th day of July 2011.

TERRE HAUTE MEDICAL LABORATORY, INC.

Lessee

Charles Martin

Name of Authorized Signer

[Signature]

Signature

CEO

Title

Lease Agreement

This LEASE AGREEMENT ("Lease") is dated May 4, 2011, and is between LEASING ASSOCIATES OF BARRINGTON, INC., an Illinois corporation ("Lessor"), and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee ("Lessee").

EQUIPMENT DESCRIPTION: Two (2) recertified Stratus CS Immunoassay Systems with shipping and LIS Interface Allowance (not to exceed \$19,800.00), including all attachments and accessories as provided by Siemens Healthcare Diagnostics Inc.

EQUIPMENT COST: \$36,812.50

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

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

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

TERMS:

<u>Lease Type</u>	<u>Initial Term</u>	<u>Monthly Rental Amount</u>
Lease Purchase	36 Months	\$1,158.00

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

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

COMMENCEMENT: The initial term and Lessee's rental obligation begin on the date the Equipment is installed by the vendor and accepted by Lessee via a Letter of Acceptance ("Commencement Date"), per Paragraph 2. RENT. Such acceptance shall not be unreasonably withheld.

LESSEE

TERRE HAUTE MEDICAL LABORATORY, INC., co-Lessee
634 Beech Street
Terre Haute, IN 47804

Charles Masial CFO
Name of Authorized Signer/Title

Chy 5-10-11
Signature Date

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

Charles Masial CFO
Name of Authorized Signer/Title

Chy 5-10-11
Signature Date

LESSOR

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

Diane Smyth-McEvoy

Diane Smyth-McEvoy
Name of Authorized Signer
Signature

Vice President & Chief Financial Officer

Title

TERMS AND CONDITIONS

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

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

The monthly rental is premised upon a Prime Rate of 3.25% and a Five Year Treasury Yield Index of 1.97%. Should the rate or index of either indicator have increased on the Commencement Date, Lessor reserves the right to raise the monthly rent to reflect such increase. Any adjustment shall be one-time only and the revised monthly rent shall remain fixed throughout the initial term. All terms and conditions of this Lease assume a Commencement Date not later than June 3, 2011. Should the Commencement not be effected by such date, Lessor reserves the right of modification of these terms and conditions.

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

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

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

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

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

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

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

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

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

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

13. ASSIGNMENT. Lessee shall not assign, sell, transfer or sublease the Equipment or its interest in this Lease. Lessor and its assigns, without notification, may sell, transfer, assign or grant a security interest in this Lease to a third party ("assignee"). In such event, assignee will have all rights and benefits, but not the obligations, of Lessor. Lessee's obligations will in no way be reduced or abated by such an assignment. Assignee's rights will not be subject to any claims, defenses or setoff that Lessee may have against Lessor.

14. GENERAL PROVISIONS.

(a) If Lessee fails to pay or to perform any obligation under this Lease, Lessor may, but shall not be obligated to, take any action or pay any amounts that are necessary to protect Lessor's interests. Lessee agrees to reimburse Lessor immediately upon notice for any such payment or incurred expense.

(b) All notices relating to this Lease shall be mailed to Lessor and Lessee at the addresses shown herein, and shall be deemed served when deposited in the U.S. Mail.

(c) Lessee agrees to execute, acknowledge and deliver such instruments, and to take such other action as may be reasonably necessary in the opinion of Lessor, or its counsel, to protect Lessor's interests. Lessee authorizes Lessor to file Uniform Commercial Code financing statements with respect to the Equipment. If this Lease is deemed at any time to be intended as security, then Lessee grants Lessor a security interest in the Equipment and all proceeds from its sale, lease or disposition.

(d) Lessee agrees to provide to Lessor any financial information as Lessor from time to time may reasonably request.

(e) If Uniform Commercial Code Article 2A - Leases is deemed to apply to this Lease, it shall be considered a "Finance Lease" as so defined.

(f) This Lease together with notice of Equipment acceptance and any guarantee constitutes the entire agreement between Lessor and Lessee and any change or modification must be in writing and signed by the parties. Lessee agrees that neither the vendor of the Equipment nor any salesperson, employee or agent of vendor is Lessor's agent and shall have no authority to represent or bind Lessor in any manner.

(g) If this Lease or any provision hereof shall be deemed in any way invalid, illegal, or unenforceable, its validity, legality and enforceability in all other respects shall not be in any way impaired. Each of the parties hereto acknowledges that the other party shall not by act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this Lease unless such waiver is given in writing. A waiver on any one occasion shall not be construed as a waiver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall in no way be affected by Lessor's failure to inform Lessee of any noncompliance with any of Lessee's obligations under this Lease. Lessee hereby waives any right to assert that Lessor cannot enforce this Lease because of any failure of Lessor to qualify to do business in any jurisdiction. This Lease has been delivered for acceptance by Lessor in Springfield, Illinois, and the laws of the State of Illinois shall govern the construction, validity, interpretation, performance and enforcement of this Lease. Any action at law or equity arising from or in connection with this Lease, including the enforcement of any term or condition hereof, shall be instituted and litigated in the United States District Court, Central Division, in Springfield, Illinois or in the Sangamon County, Illinois Circuit Court. Lessee and Lessor agree to waive any rights to a trial by jury. This Lease shall be binding on Lessor and Lessee and their respective successors, heirs and assigns and shall inure to the benefit of Lessor and Lessee and their successors, heirs and assigns. Lessee warrants that its Signatory to this Lease is authorized to obligate Lessee to its terms.

**UCC FINANCING STATEMENT**

State Form 50181 (5-01)

Approved by State Board of Accounts, 2001

Indiana Secretary of State

Filing Number: 201200005661023

Filing Date : 06/15/2012 17:30:00

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

A. NAME AND PHONE OF CONTACT AT FILER (optional) JOANNA FULLER 847-428-8550	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) LEASING ASSOCIATES OF BARRINGTON, INC. 33 W. HIGGINS ROAD, SUITE 1030 SOUTH BARRINGTON, IL 60010	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (1a or 1b) - do not abbreviate or combine names						
1a. ORGANIZATION'S NAME TERRE HAUTE MEDICAL LABORATORY, INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 634 Beech Street			CITY Terre Haute	STATE IN	POSTAL CODE 47804	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION FP Corp	1f. JURISDICTION OF ORGANIZATION IN		1g. ORGANIZATIONAL ID #, if any 197412-303 <input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor (2a or 2b) - do not abbreviate or combine names						
2a. ORGANIZATION'S NAME LABORATORY PARTNERS, INC.						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 671 Ohio Pike, Suite K			CITY Cincinnati	STATE OH	POSTAL CODE 45245	COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION DE		2g. ORGANIZATIONAL ID #, if any 3821505 <input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)						
3a. ORGANIZATION'S NAME LEASING ASSOCIATES OF BARRINGTON, INC.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 33 West Higgins Road, Suite 1030			CITY South Barrington	STATE IL	POSTAL CODE 60010	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Including but without limitation, One (1) Autostainer Link 48 System with Shipping...including all attachments and accessories as provided by DAKO NORTH AMERICA, INC., leased by secured party as lessor to debtor as lessee under Lease No. 10047000 dated May 29, 2012 as time to time may be amended or supplemented.

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE / LESSOR <input type="checkbox"/> CONSIGNEE / CONSIGNOR <input type="checkbox"/> BAILEE / BAILOR <input type="checkbox"/> SELLER / BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCIAL STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 10047000	

FILING OFFICE COPY - INDIANA UCC FINANCING STATEMENT

LABarrington

LETTER OF ACCEPTANCE

Pursuant to equipment Lease Agreement No. 10047000 dated May 29, 2012 between the undersigned, as Lessee, and LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor, the undersigned agrees that the equipment leased under such agreement,

One (1) Autostainer Link 48 System including all attachments and accessories

has been installed by the equipment vendor, DAKO NORTH AMERICA, INC., and is hereby accepted by the undersigned as of the 12TH day of June, 2012.

TERRE HAUTE MEDICAL LABORATORY, INC.

Lessee

William DeFord, MD

Name of Authorized Signer

X [Signature]

Signature

cmo

Title

Lease Agreement

This LEASE AGREEMENT ("Lease") is dated May 29, 2012, and is between LEASING ASSOCIATES OF BARRINGTON, INC., an Illinois corporation ("Lessor"), and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee ("Lessee").

EQUIPMENT DESCRIPTION: One (1) Autostainer Link 48 System with Shipping...including all attachments and accessories as provided by DAKO NORTH AMERICA, INC., as more fully described in Proposal #23071 dated March 1, 2012..

EQUIPMENT COST: \$70,000.00

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

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

EQUIPMENT LOCATION: 1606 North 7th Street, Terre Haute, IN 47804

TERMS:

<u>Lease Type</u>	<u>Initial Term</u>	<u>Monthly Rental Amount</u>
Lease Purchase	36 Months	\$2,171.00

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

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

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

LESSEE

TERRE HAUTE MEDICAL LABORATORY, INC., co-Lessee
634 Beech Street
Terre Haute, IN 47804

Name of Authorized Signer/Title

Signature

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

Name of Authorized Signer/Title

Signature

LESSOR

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

J. W. McCoy

Name of Authorized Signer

Signature

President & CEO

Title

TERMS AND CONDITIONS

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

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

The monthly rental is premised upon a Prime Rate of 3.25% and a Five Year Treasury Yield Index of 0.76%. Should the rate or index of either indicator have increased on the Commencement Date, Lessor reserves the right to raise the monthly rent to reflect such increase. Any adjustment shall be one-time only and the revised monthly rent shall remain fixed throughout the initial term. All terms and conditions of this Lease assume a Commencement Date not later than August 29, 2012. Should the Commencement not be effected by such date, Lessor reserves the right of modification of these terms and conditions.

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

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

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

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

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

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

9. **RETURN.** At the expiration of the initial term, any renewal term or termination for any cause, Lessee shall at its own cost and expense promptly assemble, crate and return the Equipment to Lessor in the complete and same condition as when received, performing according to manufacturer's published specifications, ordinary wear and tear excepted, including all items accompanying original shipment. Lessee shall provide 30 days prior written notice of intent to return. The Equipment shall be shipped with insurance and freight prepaid by Lessee to a point designated by Lessor or to Lessor's main business office if no point is designated. Should Lessee fail to return, within 10 days of such expiration, all items of Equipment in full accord with the provisions of this Paragraph 9, or to effect any renewal or purchase terms that may be provided by Lessor, then this Lease shall be deemed extended on a month-to-month basis with rent payable in the amount applicable at expiration until such return, renewal or purchase arrangements are consummated and in effect. If, for any reason, the Equipment is not available or cannot be repaired to its required condition, Lessee shall remit to Lessor within 10 days of expiration Lessor's booked residual value of the Equipment.

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

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

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

13. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or sublease the Equipment or its interest in this Lease. Lessor and its assigns, without notification, may sell, transfer, assign or grant a security interest in this Lease to a third party ("assignee"). In such event, assignee will have all rights and benefits, but not the obligations, of Lessor. Lessee's obligations will in no way be reduced or abated by such an assignment. Assignee's rights will not be subject to any claims, defenses or setoff that Lessee may have against Lessor.

14. GENERAL PROVISIONS.

(a) If Lessee fails to pay or to perform any obligation under this Lease, Lessor may, but shall not be obligated to, take any action or pay any amounts that are necessary to protect Lessor's interests. Lessee agrees to reimburse Lessor immediately upon notice for any such payment or incurred expense.

(b) All notices relating to this Lease shall be mailed to Lessor and Lessee at the addresses shown herein, and shall be deemed served when deposited in the U.S. Mail.

(c) Lessee agrees to execute, acknowledge and deliver such instruments, and to take such other action as may be reasonably necessary in the opinion of Lessor, or its counsel, to protect Lessor's interests. Lessee authorizes Lessor to file Uniform Commercial Code financing statements with respect to the Equipment. If this Lease is deemed at any time to be intended as security, then Lessee grants Lessor a security interest in the Equipment and all proceeds from its sale, lease or disposition.

(d) Lessee agrees to provide to Lessor any financial information as Lessor from time to time may reasonably request.

(e) If Uniform Commercial Code Article 2A - Leases is deemed to apply to this Lease, it shall be considered a "Finance Lease" as so defined.

(f) This Lease together with notice of Equipment acceptance and any guarantee constitutes the entire agreement between Lessor and Lessee and any change or modification must be in writing and signed by the parties. Lessee agrees that neither the vendor of the Equipment nor any salesperson, employee or agent of vendor is Lessor's agent and shall have no authority to represent or bind Lessor in any manner.

(g) If this Lease or any provision hereof shall be deemed in any way invalid, illegal, or unenforceable, its validity, legality and enforceability in all other respects shall not be in any way impaired. Each of the parties hereto acknowledges that the other party shall not by act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this Lease unless such waiver is given in writing. A waiver on any one occasion shall not be construed as a waiver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall in no way be affected by Lessor's failure to inform Lessee of any noncompliance with any of Lessee's obligations under this Lease. Lessee and Lessor agree to waive any rights to a trial by jury. This Lease shall be binding on Lessor and Lessee and their respective successors, heirs and assigns and shall inure to the benefit of Lessor and Lessee and their successors, heirs and assigns. Lessee warrants that its Signatory to this Lease is authorized to obligate Lessee to its terms.



BROWN, HAY & STEPHENS, LLP
Legal Counsel

Memo

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

From: Eric Grenzebach *[Signature]*

Date: January 30, 2014

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

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

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

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

ELG:dlw
Enclosures

FedEx Package
Express **US Airbill**
Tracking Number **8053 0606 7982**

1 From
Date **1/30/14**

Sender's Name **Eric Grenzobach** Phone **217 544-8491**

Company **BROWN HAY & STEPHENS**

Address **205 S 5TH ST STE 700**

City **SPRINGFIELD** State **IL** ZIP **62701-2305**

2 Your Internal Billing Reference **23943**

3 To
Recipient's Name **Laboratory Partners** Phone
Company **BMC Group, Inc.**

Address **18675 Lake Drive East**

Address **SPRINGFIELD** State **IL** ZIP **62701-2305**

City **Channahassen** State **MN** ZIP **55317**

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



0113346596

0215

4 Express Package Service

Next Business Day

☐ **FedEx First Overnight**

☒ **FedEx Priority Overnight**

☐ **FedEx Standard Overnight**

☐ **FedEx Envelope***

☐ **FedEx Pak***

☐ **FedEx Box**

☐ **FedEx Tube**

☐ **Other**

5 Packaging

6 Special Handling and Delivery Signature Options

☐ **SATURDAY Delivery**

☐ **No Signature Required**

☒ **Signature Required**

☐ **Signature Required - Indirect**

☐ **Signature Required - Direct**

☐ **Signature Required - Indirect**

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Recipient's Copy

Packages up to 150 lbs

For packages over 150 lbs

FedEx Express Freight US Airbill

FedEx Express Freight US Airbill

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