B10 (Official Form 10) (04/13) District of Delaware PROOF OF CLAIM UNITED STATES BANKRUPTCY COURT Case Number: Name of Debtor: 13-12775 Terre Haute Medical Laboratory, Inc. NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503. Name of Creditor (the person or other entity to whom the debtor owes money or property): Leasing Associates of Barrington, Inc. **COURT USE ONLY** RECEIVED Check this box if this claim amends a Name and address where notices should be sent: previously filed claim. c/o Eric Grenzebach JAN 31 2014 P.O. Box 2459 Court Claim Number: Springfield, IL 62705-2459 (If known) BMC GROUP Telephone number: (217) 544-8491 email: ela@bhslaw.com Filed on: Name and address where payment should be sent (if different from above): 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. email: Telephone number: 260,668.00 1. Amount of Claim as of Date Case Filed: If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. 2. Basis for Claim: Lease Agreements (See instruction #2) 3a. Debtor may have scheduled account as: 3b. Uniform Claim Identifier (optional): 3. Last four digits of any number by which creditor identifies debtor: (See instruction #3b) (See instruction #3a) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: 4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of 38,306.00 setoff, attach required redacted documents, and provide the requested information. Basis for perfection: See attached Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: 260,668.00 Amount of Secured Claim: 260,668.00 Value of Property: \$ **Amount Unsecured:** % □Fixed or □Variable **Annual Interest Rate** (when case was filed) 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. Contributions to an ☐ Wages, salaries, or commissions (up to \$12,475*) Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). earned within 180 days before the case was filed or the employee benefit plan debtor's business ceased, whichever is earlier -11 U.S.C. § 507 (a)(5). Amount entitled to priority: 11 U.S.C. § 507 (a)(4). ☐ Taxes or penalties owed to governmental units – Other – Specify ☐ Up to \$2,775* of deposits toward applicable paragraph of purchase, lease, or rental of property or 11 U.S.C. § 507 (a)(8). Laboratory Partners services for personal, family, or household 11 U.S.C. § 507 (a)(__). use - 11 U.S.C. § 507 (a)(7). *Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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

B10 (Official Form 10) (04/13)

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.	MENTS MAY BE DESTROYED AFT	ER SCANNING.		
If the documents are not available, please explain:				
8. Signature: (See instruction #8)				
Check the appropriate box.				
☐ I am the creditor. I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3005.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)				
I declare under penalty of perjury that the information provided in th	is claim is true and correct to the best of	f my knowledge, information, and reasonable belief.		
Print Name: Eric Grenzebach Title: Attorney for Leasing Associates of Barrington Company: Brown, Hay & Stephens, LLP Stephens, LLP Stephens, LLP Company: Office of the profile of the				
Address and telephone number (if different from notice address abov	(Signature)	(Date)		
217 241-6838 ELG@BHSLAW	V. 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:

Telephone number:

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

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INFORMATION

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.

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

(young pages pseudos gov) for a small fee to view

(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 Joptional DELAWARE DEPARTMENT OF STATE U.C.C. FILING SECTION FILED 03:36 PM 01/23/2012 INITIAL FILING # 2012 0272890 Joanna Fuller 8474288550 B. SEND ACKNOWLEDGMENT TO: (Name and Address) SRV: 120074950 LEASING ASSOCIATES OF BARRINGTON, INC. 33 W. HIGGINS ROAD, SUITE 1030 SOUTH BARRINGTON IL 60010 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 16. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY CINCINNATI 45245 671 OHIO PIKE, SUITE K US 1e. TYPE OF ORGANIZATION 11. JURISDICTION OF ORGANIZATION CORPORATION 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2e or 2b) - do not abbreviate or combine names 2a ORGANIZATION'S NAME TERRE HAUTE MEDICAL LABORATORY, INC. FIRST NAME MIDDLE NAME 2b. INDIVIDUAL'S LAST NAME SUFFIX 2c. MAILING ADDRESS POSTAL CODE CITY COUNTRY 634 BEECH STREET TERRE HAUTE 47804 TN US 21. JURISDICTION OF OHGANIZATION 2e. TYPE OF ORGANIZATION CORPORATION 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b) LEASING ASSOCIATES OF BARRINGTON, INC. OR 36. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 3c. MAILING ADDRESS POSTAL CODE CITY STATE COUNTRY 33 WEST HIGGINS ROAD SUITE 1030 SOUTH BARRINGTON IL 60010 បន 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

n the REAL
[if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debter(s)
[In the REAL | 7. Check to REQUEST SEARCH REPORT(S) on Debter(s)

9838000

8. OPTIONAL FILER REFERENCE DATA

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



Pursuant to equipment Lease Agreement No. <u>9838000</u> 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 $\frac{15+h}{2}$ day of $\frac{3}{2012}$

TERRE HAUTE MEDICAL LABORATORY, INC.		
Lessee		
William DePond, MD		
Name of Authorized Signer		
- Con le		
Signature		
Chief Medical Officer		
Title		



Page 1 of 2

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 ail, but not less than all, the equipment provided to Lessee under this Lease.

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

TERMS:

Name of

Lease Type	<u>Initial Term</u>	Rental Amount
Lease Pumbase	36 Months	\$041.00

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 **LESSOR** TERRE HAUTE MEDICAL LABORATORY, INC., co-Lessee LEASING ASSOCIATES OF BARRINGTON, INC. 634 Beech Street 33 West Higgins Road, Suite 1030 Terre Haute, IN 47804 South Barrington, IL 60010 J. W. McCoy Name of Authorized Signer Signature LABORATORY PARTNERS, INC., co-Lessee President & CEO 671 Ohio Pike, Suite K Title Cincinnati, OH 45245

Lease No. <u>9838000</u> Dated January 9, 2012 between LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee, as Lessee Page 2 of 2

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. the Equipment.
- 5. USE. The Equipment shall be kept by Lessec (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 Lesson.
- 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 or for failure of supplies, reagents, consumables, parts, mechanisms, devices or service for the Equipment or (d) failure of the Equipment or of failure of the entire transfer 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, hability 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 (c) 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 linance 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. Lessees' obligations will in no way be reduced or abated by such an assignment. Assignees rights will not be subject to any claims, defenses or setoff that Lessee may have against Lessor.

14 CENERAL PROVISIONS

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 by a cycle and provision hereof shall be deemed to have waived any of its rights or remedies under this Lease. Lessee and Lessee and Lessee and Lessee and Lessee and Lessee of any noncompliance with any of l

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rev. 6-7-10 IONEPAGE REV 6-7-2010/T's/TERRE HAUTE MEDICAL LABORATORIES 1-9-2012 Helena SCC LP 36 mo



Indiana Secretary of State Filing Number: 201200001690091 Filing Date : 02/23/2012 17:30:00

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

. NAME AND PHONE OF CONTACT AT F	ILER (optional)				
Joanna Fuller 847-428-855	50				
SEND ACKNOWLEDGMENT TO: (Name	and Address)				
Leasing Associates of Ba 33 W. Higgins Road, Suit South Barrington, IL 6001	e 1030				
_					
DEBTOR'S EXACT FULL LEGAL NAME .	Innert and and and all the state of the state of		CE IS FO	OR FILING OFFICE	USE ONLY
1a. ORGANIZATION'S NAME	maen only one deplor (18 or 16) - do	not appreviate or combine names		· · · · · · · · · · · · · · · · · · ·	····
TERRE HAUTE MEDIC	AL LABORATORY, IN	IC.			
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
MAILING ADDRESS		CITY	CTATE	100074	
634 Beech Street		Terre Haute	STATE	POSTAL CODE 47804	COUNTRY
ADD'L INFO RE	18. TYPE OF ORGANIZATION	11. JURISDICTION OF ORGANIZATION		SANIZATIONAL ID #, if	USA
ORGANIZATION DEBTOR	FP Corp	IN		7412-303	□ NONE
	GAL NAME - Insert only one debte	r (2a or 2b) - do not abbreviate or combine names			a none
28. ORGANIZATION'S NAME	The state of the s	125 of 257 - Collect application of Collection Hallings			
LABORATORY PARTNE	RS, INC.				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
671 Ohio Pike, Suite K		Cincinnati	ОН	45245	USA
ADD'L INFO RE	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		ANIZATIONAL ID #. if	
ORGANIZATION Corporation		DE	0004505		□ NONE
SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNO		R S/P) - insert only one secured party name (3e or :			L 11011L
3a. ORGANIZATION'S NAME LEASING ASSOCIATES			····		
36. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
33 West Higgins Road, Suit his FINANCING STATEMENT covers the		South Barrington] IL	60010	USA
Including but without limitati attachments and accessorie	on, One (1) Sakura Tises, as provided by CAF 37000 dated January 2	ssue-Tek VIP 6 Processor with S RDINAL HEALTH, leased by sec 6, 2012 as time to time may be a Terre Haute, IN 47804	ured pa	irty as lessor to d	lebtor as ted.
	•	ā.			
LTERNATIVE DESIGNATION (if applicable	e): 🗖 LESSEE/LESSOR 📋 CO	ONSIGNEE / CONSIGNOR BAILEE / BAILOR	SELLER !	BUYER 🔲 AG. LIEN 🗀	NON-UCC FILIP
This FINANCIAL STATEMENT is to be fi ESTATE RECORDS, Altach Addendum (if	led (for record) (or recorded) in the R applicable)	(ADDITIONAL FEE) (optional)		Debtors Debtor 1	D Debtor 2



Pursuant to equipment Lease Agreement No. <u>9867000</u> 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 ven-	dor, CARDINAL HEALTH, and is hereby accepted by
the undersigned as of the _QQ day o	f <u>march</u> , 2012
	TERRE HAUTE MEDICAL LABORATORY, INC.
	Lessee
	culliam DePordiMO
	Name of Authorized Signer
	X monly no
	Signature >
	CMO
	Title

ONEPAGEREV/F's/Terre Haute 9867000 loa



Lease No: 9867000

Page 1 of 2

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:

Lease Type	<u>Initial Term</u>	Nionthly <u>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 **LESSOR** TERRE HAUTE MEDICAL LABORATORY, INC., Co-LEASING ASSOCIATES OF BARRINGTON, INC. 33 West Higgins Road, Suite 1030 634 Beech Street South Barrington, IL 60010 Steve Tintera Name of Authorized Signer/Title Name of Authorized Signe Thomas Kaylor Signature Signature LABORATORY PARTNERS, INC., Co-Lessee Vice President Operations 671 Ohjo Pike, Suite K Title Cincinnati, OH 4524

Lease No. 9867000 Dated January 26, 2012 between LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor and TERRE HAUTE MEDICAL LABORATORY, INC., as Co-Lessee and LABORATORY PARTNERS, INC., as Co-Lessee Page 2 of 2

TERMS AND CONDITIONS

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

14. GENERAL PROVISIONS.

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 coursel, 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 as security interest in the Equipment and all proceeds from its sale, lease or disposition.

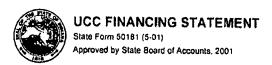
(d) Lessee agrees to provide to Lessor any financial information as Lessor from time to time may reasonably request.

(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 Lessoe 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

Initial _



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	Fil FR (aglional)		•		
JOANNA FULLER 847-42					
B. SEND ACKNOWLEDGMENT TO: (Nam					
LEASING ASSOCIATES 33 W. HIGGINS ROAD, SOUTH BARRINGTON,	SUITE 1030	ıc.			
L	-	THE ABOVE SP.	ACE IS F	OR FILING OFFICE	USE ONLY
DEBTOR'S EXACT FULL LEGAL NAME	Insert only one debtor (12 or 1b) - dr	not abbreviate or combine names			
1a. ORGANIZATION'S NAME	341 / 45054************				
TERRE HAUTE MEDIC	CAL LABORATORY, IN				
TO INDIVIDUAL S DAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
c MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
634 Beech Street		Terre Haute	IN	47804	USA
AOD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION FP CORP	1f. JURISDICTION OF ORGANIZATION) -	GANIZATIONAL ID #. I	any
ADDITIONAL DEBTOR'S EXACT FULL L	EGAL NAME . Insert only one debt:	or (20 or 20) - do not abbreviate or combine names		J 000	☐ NONE
29. ORGANIZATION'S NAME LABORATORY PARTNE		,		-	
26. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
671 Ohio Pike, Suite K		Cincinnati	ОН	45245	USA
ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Corporation	21. JURISDICTION OF ORGANIZATION DE		SANIZATIONAL ID #, II	any
SECURED PARTY'S NAME (or NAME of	TOTAL ASSIGNEE of ASSIGNO	I R S/P) - Insert only one secured party name (3a or			□ NONE
38. ORGANIZATION'S NAME LEASING ASSOCIATES					· · · · · · · · · · · · · · · · · · ·
36. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
: MAILING ADDRESS 33 West Higgins Road, Suit	e 1030	CITY South Barrington	STATE	POSTAL CODE 60010	COUNTRY
This FINANCING STATEMENT covers the	following collateral:			<u> </u>	
(1) Sakura Tissue-Tek Prisr provided by Cardinal Health dated December 14, 2011 a	na Film Cover Slipper I, Inc., leased by secur Is time to time may be		hments	and accessorie	28 2
EQUIPMENT LOCATION:	1606 North 7th Street,	Terre Haute, IN 47804			
	· . Jacke inte		•		
ALTERNATIVE DESIGNATION (if applicab	e): LESSEE/LESSOR CC	NSIGNEE / CONSIGNOR BAILEE / BAILOR	1 6511501	BILVED TO AN ALIGN. F) norman
This FINANCIAL STATEMENT is to be fine ESTATE RECORDS. Attach Addendum (iii	ind (for record) (or recorded) in the fi	FAL 7. Check to REQUEST SEARCH F (ADDITIONAL FEE) (optional)	REPORT(S		VIII.
OPTIONAL FILER REFERENCE DATA 9830000			- All	DODGES CHECKET	rianfor S
ING OFFICE COPY - INDIANA UCC FINA	ANCING STATEMENT				



Pursuant to equipment Lease Agreement No. <u>9830000</u> 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

Chief Medical Officer

Title

ONEPAGEREV/I's/Terre Haute Medical 9830000 loa

Lease No. 9830000

Page 1 of 2

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 FLAUTE 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.

Initial Term

36 Months

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

CREDIT APPROVAL AND COMMITMENT REE: 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

Monthly

Rental Amount

\$2,499.00

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

Lease Type

Lease Purchase

TERMS:

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

LESSOR

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

CUMPAN LESSOR

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

I. W. McCoy
Name of Authorized Signer/Title

Signature

Signature

Signature

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

Cincinnation of Authorized Signer/Title

Name of Authorized Signer/Title

Name of Authorized Signer/Title

Leaso No. 9830000 Dated December 14, 2011 between LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor and TERRE HAUTE MEDICAL TABORATORY, INC., as Co-Lessee and LABORATORY PARTNERS, INC., as Co-Lessee Page 2 of 2 TERMS AND CONDITIONS

- TERMI. 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 necond with Paragraph 9 below ("expiration"). If the initial term of this Lesse is extended for any reason, all provisions of this Lesse shall apply during any such extension, unless the paries specifically provide otherwise.
- A RENT. Lesses shall now Lessor rent for the Equipment as provided herein beginning on the Commencement Date. Rental payments for the initial term and any tenewal term ("ren") shall be date 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 been interest from the date that until the date paid at the rate of 5% per month or, if less, the highest nature permitted by applicable law. Lessee so obligation to pay rent and all other amounts payable by Lessee hereinter is absolute, unconditional and invested be, and shall be paid without any abstract, reduction, setoff or defense of any kint.

The mounthly 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 receives the right to raise the monthly rent to reflect such increase. Any adjustment shall be one-time only and the revised monthly rent shall renam in fixed fundagional of this is lessor assument. Date not later than Murch 14, 2012. Should the Commencement not be effected by such date, Lessor reserves the right of modification of these terms and conditions.

- 3. TANES. Lesseo is responsible for all taxes or fees levied against the purchase, use, lesse, 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 Lesse.
- 4. DISCLAIMER OF WARRANTY. Lesses agrees that (a) it has selected the Engineers and vender, (b) Lesser seither manufactured nor provides service for the Engineers and (c) the Engineers is exacted on an "as is" as is, as is "as is, as is "as is, as is, as
- 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) iros of all security interests and claims except those of Lessor and its assigns and (f) at Lessor's option, conspicuously labeled to the lose Lessor's ownership.
- 6. ADDITIONS. All ports, improvements, additions, replacements and substitutions to the Equipment shall immediately become the property of Lesson.
- 7. IIISK AND CANCELABILITY. Lessee shall bear the entire risk of all loss, theft, damage, destruction, condemnation, requisition, requisition, plans by entirent domain or other foterruption of termination of use of the Equipment from any cause whatsoever ("occurrences"). No (a) occurrences (b) delay, deficiency or absence of instanance proceeds, (c) untawitability, delay or failure of supplies, consumables, parts, mechanisms, devices or service for the Equipment or (d) failure of the Equipment or for function for any enter shall reflect Lessee of the obligation to pay cent or of any other obligation beareast. THIS IS A NON-CANCELABLE LEASE AGREEMENT.
- 8. INSURANCE. Lessee agrees, at its own expense, to make the physical domage and liability insurance on the figuipment, equal to its full replacement cost, with Lesser and its assigns named as an additional insured and lass payce, effective from the date of delivery of the Equipment until the expiration of this Lesse. The insurance shall be with an insurance company, in an amount, and with endersements and coverage satisfactory to Lesser, Lessee shall provide Lessor and it instiguts with a certificate of insurance, with a 30 day cancellation clause. Lessee hereby inverseding philist Lessor as a lessee's attentive-i-act to make chint for, receive payment of and execute and outdoors all dominents, checkes or drafts received in payment for less methods of the insurance shall be applied, at Lesser's sole election, lower the repair of the Equipment to the Equipment cannot be replaced or repaired insurance. Lesser and the supprised at Lesser's sole election, lower the repair of the Equipment of the Equipment cannot be expense.
- 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 sume condition as when received, performing according to manufacturer's problemed specifications, ordinary wear and tear excepted, including all items accompanying original shipment. Lessee shall provide 30 thay are verticen notice of intent to return. The Equipment shall be shipped with manufactural fleight preparable by Lesson to a point designated by Lesson. Should be seen fail to return, within 10 days of such capitation, all items of Equipment is full occord with the provisions of this Paragraph 9, or to effect any renewal or purchase terms that may be provided by Lesson, then this Lesse shall be decented extended on a month-to-month basis with result payable in the amount applicable of expiration until such return, totawal or purchase arrangements are examinated and in effect. If, for any reason, the Equipment is not available or cannot be repaired to its required condition, Lessee shall return to Lesson within 10 days of expiration Lesson'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) linadequezy, delay or interruption of Equipment propose, 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 indomnify 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 Lessec (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 butiness as a floing concern, becomes insolvant or dissolved, assigns assets for the benefit of creditors or enters into any bankruptey or reorganization proceeding or (c) suffers an adverse material change in its flutnetal condition.
- an adverse material enange or us memetal common.

 12. REMEDIES. Upon any event of default, Lessor shall be entitled to (a) declare the balance of cent and all other amounts thie, or to become due, immediately payable, (b) terminate this Lease and take manufalate possession of the Equipment, entering upon any premises without faibility for doing so. (c) sell, lease or furned off 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 Lessoe, and Lessoe shall remain liable for all remain and there anomats the plus any and all other costs, expresses and damages, incling reasonable interruey's fees and legal exposes or (d) wall 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 remainted in
- 13. ASSIGNMENT. Lessee shall not assign, sell or transfer (a) the liquipment (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 utreasonably withhold. Lessee shall provide Lessor 30 days prior written unite of its futent to so resign, sell or transfer. Should Lessor not consent to see assignment, sale or ransfer. Lessee agrees to promptly parchase the flequipment under this Lene for a sun equal to the remaining mapaid rent, any other obligation between the unpaid and any applicable loves. Lessor and its assigns, without notification, may sell, remain, are supported and the property interest in this Lease for a little party (Vassignee'). In such event, assignee will have lonefits, but not not the obligations of Lessor. Lessoer obligations will in no way be reduced or abated by such an assignment. Assignees fights will not be subject to any claims, defenses or said that Lessee and paylors.

- July Services of the services

FAMPSTDATAMONEPAGE_REV_6-7-2010YINTERRE HAUTE MEDICAL LAB_(12-14-2011 SAKURA 36 LP coludoc



Indiana Secretary of State Filing Number: 201100010531913 Filing Date : 12/05/2011 17:30:00

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

I A. NAME AND PHOP	NE OF CONTACT AT F	ILER (optional)				
A NAME AND PHONE OF CONTACT AT FILER (optional) JOANNA FULLER 847-428-8550						
B. SEND ACKNOWLEDGMENT TO: (Name and Address)						
33 W. Hi	S ASSOCIATES GGINS ROAD, S BARRINGTON,		c.			
L			THE ABOVE SPA	CE IS FO	R FILING OFFICE L	ISE ONLY
		insert only one deblor (1a or 1b) - do	not abbreviate or combine names	<u> </u>		
1a. ORGANIZAT		CAL LABORATORY, IN	IC.			
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1c. MAILING ADDRE	SS		CITY	STATE	POSTAL CODE	COUNTRY
634 Beech			Terre Haute	IN	47804	USA
	ADD'L INFO RE ORGANIZATION DEBTOR	FP Corp	11. JURISDICTION OF ORGANIZATION IN		ANIZATIONAL ID #. if i 7412-303	none
2 ADDITIONAL DEB	TOR'S EXACT FULL L	EGAL NAME - Insert only one debt	nr (2a pr 2b) - do not abbreviate or combine names	-,		
28. ORGANIZAT LABOR	TION'S NAME ATORY PARTN	ERS, INC.		1445515		Louggiy
2b. INDIVIDUAL	'S LAST NAME		FIRST NAME	WIDDLE		SUFFIX
2c. MAILING ADDRE	ss Pike, Sulte K		Ciry Cincinnati	ОH	POSTAL CODE 45245	COUNTRY
	ADD'L INFO RE ORGANIZATION	2e. TYPE OF ORGANIZATION	21, JURISDICTION OF ORGANIZATION DE		ANIZATIONAL ID #, IF 21505	any NONE
	DEBTOR	(Corp		1		
3. SECURED PARTY	DEBTOR	(Corp	OR S/P) - insert only one secured party name (3s or	1		
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Page: 1 of 1



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 v	endor, BIOMERIEUX, INC., and is hereby accepted by the
undersigned as of the day or	f February . 2062
	TERRE HAUTE MEDICAL LABORTORY, INC. Lessee
	Name of Authorized Signer
	Signature
	CMO



Lease No: 9725000

Page 1 of 2

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:

Signature

Lease Type	Initial Term	Monthly <u>Rental Amount</u>
ease 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.

LESSOR LESSEE TERRE HAUTE MEDICAL LABORATORY, INC., Co-LEASING ASSOCIATES OF BARRINGTON, INC. 33 West Higgins Road, Suite 1030 Lessee 634 Beech Street South Barrington, IL 60010 Terre Haute, IN 47804 Steve Tintera Name of Authorized Signer Signature Signature Vice President Operations LABORATORY PARTNERS, INC., Co-Lessee 671 Ohio Pike, Suite K Title Cincinnati, OH 45245 Name of Authorized Signer/Tit

Lease No. 9725000 Dated November 21, 2011 between LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor and TERRE HAUTE MEDICAL LABORATORY, INC., as Co-Lessee and LABORATORY PARTNERS, INC., as Co-Lessee Page 2 of 2

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 mise 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
- 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 autorney-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 Lesse 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 (c) 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. Lessor. Lessor and it rights and benefits, but not the obligations, of Lessor. Lessor and the 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 addressee 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 althorizes 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.

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

(1) This Lease together with notice of Equipment acceptance and any guarantee constitutes the entire agreement between Lessor and Lessee and only 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 constructed as a waiver on any future of the interest ander this Lease unless such waiver is given in writing. A waiver on any one occasion shall not be constructed as a waiver on any future of lessee's d

rev. 6-7-10 IONEPAGE REV 6-7-2010/T/TERRE HAUTE MEDICAL LAB_H-21-2011 PREVI 36 LP RL col

Indiana Secretary of State Filing Number: 201100010110229 Filing Date : 11/21/2011 17:30:00

DCN: 201100010110229

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY.

A NAME AND PHONE OF CO	NTACT AT FILE	R (optional)	·····				
JOANNA FULLER 847-428-8550							
B SEND ACKNOWLEDGMENT TO: (Name and Address)							
LEASING ASSO 33 W. HIGGINS SOUTH BARRIN	ROAD, SUI		c. ¬				
				<u></u>	CE IS FO	OR FILING OFFICE I	JSE ONLY
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AC	D'L INFORE 1e.	TYPE OF ORGANIZATION		TION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID #, If	
	RGANIZATION BTOR	FP Corp	IN			7412-303	□ NONE
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OR 26. INDIVIDUAL'S LAST N	AME		FIRST NAME		MIDDLE NAME		SUFFIX
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OF	DIL INFO RE 28. RGANIZATION BTOR	TYPE OF ORGANIZATION Corp	St. JURISDICT	TION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any 3821505 NO		any NONE
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3a. ORGANIZATION'S NAI		BARRINGTON, IN	C.				
35. INDIVIDUAL'S LAST N	AME		FIRST NAME		MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS 33 West Higgins Road, Suite 1030		CITY South Barrington		STATE	POSTAL CODE 60010	COUNTRY	
4. This FINANCING STATEMEN	T covers the folk	wing collateral:	***************************************			·	
accessories as pro lessee under Leas	ovided by Ol se No. 9710(RTHO-CLINICAL DI	AGNOSTI r 11, 2011	System including Ship CS, leased by secure as time to time may to N 47804	d party	as lessor to debt	or as
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Page: 1 of 1

FILING OFFICE COPY - INDIANA UCC FINANCING STATEMENT



Pursuant to equipment Lease Agreement No. <u>9710000</u> 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 3% day of 40%.

TERRE HAUTE MEDICAL LABORATORY, INC.

Lessee

Revald GRELA

Name of Authorized Signer

Cold Description

Signature

Jenual Memory

Title

ORTHO/TERRE HAUTE 97 10000 LOA



Page 1 of 2

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:

Signature

Lease Type Initial Term Monthly Rental Amount

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	LESSOR
TERRE HAUTE MEDICAL LABORATORY, INC., co-Lessee 634 Beech Street Terre Haute, IN 47804	LEASING ASSOCIATES OF BARRINGTON, INC. 33 West Higgins Road, Suite 1030 South Barrington, IL 60010
cuilliam Defant, NO	Steve Tintera
Name of Authorized Signer/Title	Name of Authorized Signer
ande	Stubelle
Signature	Signature
LABORATORY PARTNERS, INC., co-Lessee 671 Ohio Pike, Suite K Cincinnati, OH 45245 Thomas A. Kaylor VP- Finance	Vice President Operations Title
Name of Authorized Signer/Title	

Lease No. 9710000 Dated November 11, 2011 between LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee, as Lessee Page 2 of 2

TERMS AND CONDITIONS

- I. 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 Lesson
- 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.
- 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 payce, 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 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
- 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 exceed a 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. Lessec 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. Lessees' obligations wiff 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.

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 addressees 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.

(c) 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

ORTHOrev. 6-7-10 ORTHO/TERRE HAUTE MEDICAL LABORATORIES_11-11-2011 ProVue LP 36 mo



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				
8.	SEND ACKNOWLEDGMENT TO; (Name and Address)	·			
	LEASING ASSOCIATES OF BARRINGTON, IN 33 West Higgins Road, Sulte 1030 South Barrington, IL 60010	c.	•		
		THE ABOVE SPA	CE IS FO	R FILING OFFICE L	SE ONLY
1 (DEBTOR'S EXACT FULL LEGAL NAME - Inson only one debtor (te or 1b) - do	nol abbreviate or combine names			
	18. ORGANIZATION'S NAME	ıc			
OR	TERRE HAUTE MEDICAL LABORATORY, IN 16. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME :	SUFFIX
1c.	MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	634 Beech Street	Terre Haute	IN	47804	USA
	ADDILINFO RE ORGANIZATION ORGANIZATION CORP	1f. JURISDICTION OF ORGANIZATION IN	1 -	ANIZATIONAL ID #, if in 17412-303	NONE
2. A	ODITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debt	or (2a or 2b) - do not abbreviate or combine names			
	28. ORGANIZATION'S NAME LABORATORY PARTNERS, INC.				
OR	2b. INDIVIOUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
2c.	MAILING ADDRESS	CITY	1	POSTAL CODE	COUNTRY
	671 Ohio Pike, Suite K	Cincinnati	OH	45245	USA
	ADDILINFO RE 26 TYPE OF ORGANIZATION ORGANIZATION CORP	21. JURISDICTION OF ORGANIZATION DE	, -	21505	□ NONE
3 5	ECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNO	IR S/P) - insert only one secured party name (3a or	3b)		
	Ja. ORGANIZATION'S NAME LEASING ASSOCIATES OF BARRINGTON, IN	ıc.		·	
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
3c.	MAILING ADDRESS	CITY		POSTAL CODE	COUNTRY
	33 West Higgins Road, Suite 1030	South Barrington	ı IL	60010	USA
7. (Including but without limitation, Four (4) New CA-Coagulation Systems (S/N: A4285 & A4430) and (1) Existing CA-560 Coagulation System (S/N: A2830) and One (1) Existing CA-1500 Coagulation System (S/N: A5430) and One (1) Existing CA-1500 Coagulation System (S/N: A5110)and all attachments and according to the coagulation of the coagu	One (1) Existing CA-560 Coagu (220); One (1) Existing CA-1501 in System (S/N: A2651); One (1) occessories as provided by SIEM lessor to debtor as lessee under	lation S Coagu Existin ENS HI	ystem (S/N: A21 lation System (S g CA-1501 Coat EALTHCARE	/N: gulation
			•		
	era terreta de la composición del composición de la composición d				
-		ONSIGNEE / CONSIGNOR BAILEE / BAILOR			NON-UCC FILING
	This FINANCIAL STATEMENT is to be filed (for record) (or recorded) in the ESTATE RECORDS. Attach Addendum (if applicable)	REAL 7. Check to REQUEST SEARCH (ADDITIONAL FEE) (optional)	_	Debtors Debtor 1	D Debtor 2
8. 0	OPTIONAL FILER REFERENCE DATA 9306000				·
FIL	ING OFFICE COPY - INDIANA UCC FINANCING STATEMENT				

Page: 1 of 1



Pursuant to equipment Lease Agreement No. <u>9306000</u> dated <u>May 11, 2011</u> 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 ven-			
and is hereby accepted by the undersig	gned as of the	day of	f July,
3011			
			LOOD LIBORY INTO
	TERRE HAU		ABORATORY, INC.
		Lessee	and the same of th
		(M)	harles Minist
	N	ame of Authorized	d Signer
		Chis	
•		Signature	
	(Fo	
•		Title	



Lease No: 9306000

Page 1 of 2

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:

Signature

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

Monthly

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 LESSOR TERRE HAUTE MEDICAL LABORATORY, INC., co-LEASING ASSOCIATES OF BARRINGTON, INC. Lessee 33 West Higgins Road, Suite 1030 634 Beech Street South Barrington, IL 60010 Terre Haute, IN 47804 Steve Tintera harles Musta Name of Authorized Signer Signature Signature Vice President Operations LABORATORY PARTNERS, INC., co-Lessee 671 Ohio Pike, Suite K Title Cincinnati, OH 45245 Name of Authorized Signer/Title

Lease No. 9306000 Dated May 11, 2011 between LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee. Page 2 of 2

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. TFIIS 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 payed, 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
- 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) imadequacy, 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 Lesse 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 hability 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
- 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. Lessees' obligations will in no way be reduced or abated by such an assignment. Assignees rights will not be subject to any claims, defenses or setoff that Lessee may have against Lessor.

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 as security interest in the Equipment and all proceeds from its sale, lease or disposition.

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

(e) If Uniform Commercial Code Article 24. 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 provision he

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 #	Serial #	Existing Lease #	Location
CA-1501Coagulation System	New			10114 Woodfield Lane St Louis MO 63132
CA-1501Coagulation System	New			10114 Woodfield Lane, St. Louis, MO 63132
CA-1501Coagulation System	New			54A Crownview Mt. Vernon, II. 62864
CA-1501Coagulation System	New			1305 Wabash Avenue. Suite I Sprinofield II 62704
CA-1501Coagulation System	Existing	A4285	17R-2RTP	1606 N. 7" Street. Terre Haute. IN 47804
CA-1501Coagulation System	Existing	A4430	17R-2RTP	1606 N. 7th Street Terre Haute, IN 47804
CA-560 Coagulation System	Existing	A2194	17R-2RTP	1606 N. 7" Street, Terre Haute, IN 47804
CA-560 Coagulation System	Existing	A2220	17R-2RTP	801 S. Main Street Clinton IN 47842
CA-1501Coagulation System	Existing	A5430	2KM-364D	3575 Forest Lake Drive. Unionfown, OH 44685
CA-1500Coagulation System	Existing	A2651	2KM-364D	3575 Forest Lake Drive, Unionfown, OH 44685
CA-1501Coagulation 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.

M

DCN: 201100004309707

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. N	NAME AND PHONE OF CONTACT AT F	(LER (optional)					
	JOANNA FULLER 847-428	-8550					
B. \$	SEND ACKNOWLEDGMENT TO: (Name	and Address)					
	LEASING ASSOCIATES 33 W. HIGGINS ROAD, S SOUTH BARRINGTON, I	SUITE 1030	C.				
	L			 	CE IS FO	R FILING OFFICE U	SE ONLY
1. DE	EBTOR'S EXACT FULL LEGAL NAME - 18. ORGANIZATION'S NAME	Insert only one debter (1a or 1b) - do	not abbrevia	te or combine names			
	TERRE HAUTE MEDIC	CAL LABORATORY, IN	IC.				
OR	15. INDIVIDUAL'S LAST NAME		FIRST N	ME	MIDDLE	NAME	SUFFIX
1c. A	MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
	634 Beech Street			re Haute	IN	47804	USA
	ADD'L INFO RE ORGANIZATION	18. TYPE OF ORGANIZATION		DICTION OF ORGANIZATION		ANIZATIONAL ID #, if so	·
	DEBTOR	FP CORP	IN		19	7412-303	D NONE
	DOITIONAL DEBTOR'S EXACT FULL L	EGAL NAME - Insert only one debte	or (2e or 2b)	do not abbreviate or combine names			
	28. ORGANIZATION'S NAME LABORATORY PARTNI	EDG INC					
OR	2b. INDIVIDUAL'S LAST NAME	ERG, INC.	FIRST N	AME	MIDDLE	NAME	SUFFIX
20.	MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
ZU. "	671 Ohio Pike, Suite K			innati	ОН	45245	USA
	ADD'L INFO RE ORGANIZATION DEBTOR	20. TYPE OF ORGANIZATION CORPORATION	2f. JURIS DE	DICTION OF ORGANIZATION		SANIZATIONAL ID #, if as 21505	NONE
3. St	ECURED PARTY'S NAME (or NAME of	TOTAL ASSIGNEE of ASSIGNO	OR S/P) · In	sent only one secured party name (3a or	3b)		
	3a. ORGANIZATION'S NAME LEASING ASSOCIATES						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST N	AME	MIODLE	NAME	SUFFIX
3c. ñ	MAILING ADDRESS 33 W. Higgins Road, Suite	1030	CITY Sout	h Barrington	STATE	POSTAL CODE 60010	COUNTRY
4. TI	Including but without limital Interface Allowance (not to Healthcare Diagnostics Inc May 4, 2011 as time to time EQUIPMENT LOCATION:	tion, Two (2) recertified exceed \$19,800.00), is to leased by secured page e may be amended or	ncluding arty as l supplen) all attachments and acc essor to debtor as lessed nented.	essorie	is as provided by	Siemens
	LTERNATIVE DESIGNATION (if applice			7. Check to REQUEST SEARCH	REPORT(3) on Debtor(s)	
_	ESTATE RECORDS. Altach Addendum PTIONAL FILER REFERENCE DATA			(ADDITIONAL FEE) (optional)	□ A	Il Debtors Debtor 1	Debtor 2
	9295000	NAMOUNO OTATEMENT					
FILL	NG OFFICE COPY - INDIANA UCC FI	NANCING STATEMENT					

Page: 1 of 1



Pursuant to equipment Lease Agreement No. <u>9295000</u> dated <u>May 4, 2011</u> 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 ve	endor, SIEMENS HEALTHCARE DIAGNOSTICS INC.,
and is hereby accepted by the under-	signed as of the 27th day of July 2011,
	TERRE HAUTE MEDICAL LABORATORY, INC.
	Lessee
	Charles Musint
	Name of Authorized Signer
	Ch) -
	-Signature
	C 60
	Title

Lease No: 9295000

Page 1 of 2

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:

Signature

 Lease Type
 Initial Term
 Monthly Rental Amount

 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.

LESSOR LESSEE LEASING ASSOCIATES OF BARRINGTON, INC. TERRE HAUTE MEDICAL LABORATORY, INC., co-Lessee 33 West Higgins Road, Suite 1030 634 Beech Street South Barrington, IL 60010 Terre Haute, IN 47804 Diane Smyth-McEvoy Name of Authorized Signer Signature Vice President & Chief Financial Officer LABORATORY PARTNERS, INC., co-Lessee Title 671 Ohio Pike, Suite K Cincinnati, OH 45245 Charles Musial

Lease No. 9295000 Dated May 4, 2011 between LEASING ASSOCIATES OF BARRINGTON, INC., as Lessor and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee, as Lessee

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 Lesson
- 7. RISK AND CANCELABILITY. Lessee shall bear the entire risk of all loss, then, 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, inechanisms, 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
- 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 eaused, 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 of 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 reman 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. Lessees obligations will in no way be reduced or abated by such an assignment. Assignees rights will not be subject to any claims, defenses or setolf that Lessee may have against Lessor.

14. GENERAL PROVISIONS.

(a) If Lessee fails to pay or to perform any obligation under this Lesse, 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 Lesse 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 Lesse is deemed at any time to be intended as security, then Lessee grants Lessor as excirtly 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.

(1) 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 not be in any way invalid, illegal, or unenf



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	I) SP (antigod)				
JOANNA FULLER 847-42					
B. SEND ACKNOWLEDGMENT TO: (Name					
LEASING ASSOCIATES 33 W. HIGGINS ROAD, SOUTH BARRINGTON,	OF BARRINGTON, IN SUITE 1030	с.			
3007713741440.014					
		THE AROVE SPA	.CF IS FC	DR FILING OFFICE	USE ONLY
1. DEBTOR'S EXACT FULL LEGAL NAME	insert only one debtor (1a or 1b) - do				
18. ORGANIZATION'S NAME TERRE HAUTE MEDIC					
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
1c MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
634 Beech Street		Terre Haute	IN	47804	USA
ADDLINFO RE	1e. TYPE OF ORGANIZATION	11 JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID #, if	any
ORGANIZATION DESTOR	FP Corp	IN	19	7412-303	■ NONE
2. ADDITIONAL DEBTOR'S EXACT FULL L	EGAL NAME - Insert only one debte	or (2e or 2b) - de not abbreviate or combine names	4		
28. ORGANIZATION'S NAME					
LABORATORY PARTN	ERS, INC.		•		
25. INDIVIOUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
671 Ohio Pike, Suite K		Cincinnati	ОН	45245	USA
ADD'L INFO RE ORGANIZATION DEBYOR	2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION DE	1 -	SANIZATIONAL ID #, if 21505	eny NONE
3. SECURED PARTY'S NAME (or NAME of	TOTAL ASSIGNEE of ASSIGNO	OR S/P) - insert only one secured party name (3a or	3b)		
38. ORGANIZATION'S NAME LEASING ASSOCIATES	OF BARRINGTON, IN	C.			
OR 36. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS 33 West Higgins Road, Su	ite 1030	CITY South Barrington	STATE	POSTAL CODE 60010	COUNTRY
4. This FINANCING STATEMENT covers th			1	<u> </u>	
accessories as provided by under Lease No. 10047000	y DAKO NORTH AMEF Didated May 29, 2012 a	er Link 48 System with Shipping RICA, INC., leased by secured p as time to time may be amended	arty as	lessor to debtor	ents and as lessee
EQUIPMENT LOCATION:	1606 North 7th Street,	, Terre Haute, IN 47804			
-	e No. 1	, ,		* * *	
5. ALTERNATIVE DESIGNATION (if applica	Na)-Mircere i cecoo Pa	ONSIGNEE / CONSIGNOR BAILEE / BAILOR	SELLED	BUYER T AG HEN	NON-UCC FILMS
inimized the second sec		7 Charles DEOLIGET COADON			
8. This FINANCIAL STATEMENT is to be ESTATE RECORDS. Attach Addendum		(ADDITIONAL FEE) (optional)		Debtors Debtor 1	Debto/ 2
8 OPTIONAL FILER REFERENCE DATA 10047000			,		
FILING OFFICE COPY - INDIANA UCC FI	NANCING STATEMENT				

Page: 1 of 1



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 12^{TH} day of June, 2012.

TERRE HAUTE MEDICAL LABORATORY, INC.
Lessee
william Defordano
Name of Authorized Signer
* uncero
Signature
•
cm 0
Title

ONEPAGEREV/I"s/Terre Haute 10047000 loa

LABarrington

Lease No. 10047000

LESSOR

Page 1 of 2

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

LESSEE

TERMS:

Lease TypeInitial TermMonthly Rental AmountLease Purchase36 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.

TERRE HAUTE MEDICAL LABORATORY, INC., co-Lessee	LEASING ASSOCIATES OF BARRING FOR, INC.
634 Becon Street /	33 West Higgins Road, Suite 1030
Terre Haute/IN 4780/	South Barrington, IL 60010
Market 1 1 - Market	J. W. McCoy
Name of Authorized Signer/Title,	Name of Authorized Signer
L Thurney A. Kayli	John Con
Signature	Signature
LABORATORY PARTNERS, INC., co-Lessee	President & CEO
671 Ohio Pike, Suite K	Title
Cincinnati, 1011 45245 UP Fining	
Name of Authorized Signer/Title	

Lease No. 10047000 Dated May 29, 2012 t. rech LEASING ASSOCIATES OF BARRINGTON, Inc., as Lessor and TERRE HAUTE MEDICAL LABORATORY, INC., as co-Lessee; and LABORATORY PARTNERS, INC., as co-Lessee, as Lessee

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, FINESS 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 Lesson.
- 7. RISIC 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 by any 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 Lesso. 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 less 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 Lesse 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 (c) 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. Lessees obligations will in no way be reduced or abated by such an assignment. Assignees rights will not be subject to any claims, defenses or setoff that Lessee may have against Lessor.

14. GENERAL PROVISIONS.

14. GENERAL PROVISIONS.

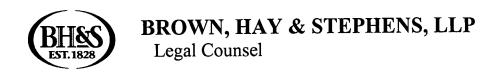
(a) If Lessee fails to pay or to perform any obligation under this Lease, Lessor may, but shall not be obligated to, take any action or pay any amounts that are necessary to protect Lessor's interests. Lessee agrees to reimburse Lessor immediately upon notice for any such payment or incurred expense.

(b) All notices relating to this Lease shall be mailed to Lessor and Lessee at the addressees shown herein, and shall be decemed 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 was expected shall not be constituted as a variver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall not by act, delay, omission, or otherwise be deemed to have varived any of i



Memo

To:

BMC Group, Inc.

Attention: Laboratory Partners Claims Processing

18675 Lake Drive East Chanhassen, MN 55317 VIA FEDERAL EXPRESS

From:

Eric Grenzebach

Date:

January 30, 2014

Re:

Delaware Bankruptcy Proceedings:

Laboratory Partners, Inc./13-12769

Kilbourne Medical Laboratories, Inc./13-12771

MedLab Ohio, Inc./13-12772

Biological Technology Laboratory, Inc./13-12774 Terre Haute Medical Laboratory, Inc./13-12775

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

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

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

ELG:dlw Enclosures

2 T T 5

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s US Airbill
FedEx Tracking Number

Sender's Eric Grenzebach	From 0ate 1/30/14
ach Phone 2	
217 544-8491	

IL 2P 62701-2305	State State	l rr
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	BROWN HAY & STEPHENS	jej
Phone 217 544-8491	Eric Grenzebach	" :
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	Use this line for the HOLD occasion address or for continuation of your shipping address. City Channassen State MN ZIP 55317	Dept/Reor/Suite/Room	Company BMC Group, Inc.	To Recipients Laboratory Partners Name Claims Processing Phone	Your Internal Billing Reference 23943	City SPRINGFIELD State IL ZIP 62701-2305	Address 205 S 5TH ST STE 700		Sender's Eric Grenzebach Phone 217 544-8491	Date 1/30/14
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