

To whom it may concern:

8/5/14

On June 21st 2013, I was offered a retention agreement by Laboratory Partners and engaged into the contact with the full intent of upholding my obligations of this legal agreement. I accepted this agreement in good faith with my employer who knowingly established this agreement with the intent of filing Chapter 11 in October of 2013. Unaware of the planned chapter 11 until October 25th, I declined several other job opportunities during this period in order to uphold my end of the agreement.

On 12/27/13 I was told that my position was eliminated as part of the "restructuring" and current sale transaction. The separation letter clearly states that as part of the key management group that I would "still be eligible" for the payout under the agreement.

I respectfully request that the bankruptcy committee review and consider my request for payout of funds as presented in the contractual agreement signed in good faith. My dedication, hard work and loyalty never faltered throughout my employment of 2 years and six months. In addition to the potential job opportunities I passed up during this period, I lost extensive paid time off that I didn't take due to work obligations as well as the 12 weeks that I was unexpectedly unemployed.

Please consider this letter and submitted documents as my petition for full payment (\$15,000) of the Laboratory Partners/MEDLAB retention agreement presented on June, 21st. In addition, I am asking for further consideration of the 7 days of paid time off balance that I did not take prior to October to be reimbursed at 65.14/hour (hourly salary) which equals \$3627.54. I have since been advised by legal counsel to submit the request as payment of accrued paid time off as this should be all is considered with this review. I no longer have access to my employment records so my attendance records (and paid time off balance prior to Oct, 2013) will be available from Dennis Swearingen HR Director at MEDLAB 513-201-0605.

Best Regards,



Debra K. Jacobs (Prior Vice President of Clinical Services) at MEDLAB i.e. Laboratory Partners

6884 Beechmont Avenue

Cincinnati Ohio 45230

Phone #513-616-4885

RECEIVED

AUG 11 2014

BMC GROUP



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re

Chapter 11

Laboratory Partners, Inc., *et al.*,¹

Case No. 13-12769 (PJW)

Reorganized Debtors.

(Jointly Administered)
-----X

**NOTICE OF (I) CONFIRMATION OF DEBTORS' FIRST AMENDED JOINT CHAPTER 11 PLAN,
(II) THE OCCURRENCE OF THE EFFECTIVE DATE, AND (III) DEADLINES FOR FILING
ADMINISTRATIVE CLAIMS, FINAL FEE APPLICATIONS AND REJECTION DAMAGES CLAIMS**

**PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS BAR
DATES AND OTHER INFORMATION THAT MAY AFFECT YOUR
RIGHTS TO RECEIVE DISTRIBUTIONS UNDER THE PLAN.**

1. **Entry of Confirmation Order.** On July 10, 2014, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), entered the Findings of Fact, Conclusions of Law and Order Pursuant to 11 U.S.C. § 1129 and Fed. R. Bankr. P. 3020 Confirming the Debtors' First Amended Joint Chapter 11 Plan [D.I. 605] (the "Confirmation Order") in the chapter 11 cases of the above-captioned debtors and debtors in possession (the "Debtors"). Pursuant to the Confirmation Order, the Bankruptcy Court confirmed the Debtors' First Amended Joint Chapter 11 Plan (the "Plan"),² which confirmed Plan was attached to the Confirmation Order.

2. **Effective Date.** The Effective Date of the Plan occurred on July 25, 2014.

3. **Bar Date for Administrative Claims.** In accordance with paragraph 29 of the Confirmation Order and Article II of the Plan, requests for payment of Administrative Claims (excluding Professional Fee Claims) ("Administrative Expense Requests") must be filed and served as set forth below by no later than August 25, 2014. Objections, if any, to Administrative Expense Requests must be filed and served on the parties set forth below and the requesting party no later than fourteen (14) days from the date on which each such Administrative Expense Request is filed. Nothing in the Plan, Confirmation Order, or this notice shall revise or otherwise entitle any entity to file or assert an Administrative Expense Request which is subject to an existing Bar Date. Parties that already filed administrative expense requests for claims that arose from October 25, 2013 through and including December 9, 2013 or that asserted entitlement to administrative expense priority under section 503(b)(9) of the Bankruptcy Code do not need to re-file such requests. **ANY HOLDER OF AN ADMINISTRATIVE EXPENSE CLAIM THAT DOES NOT COMPLY WITH THIS BAR DATE SHALL BE BARRED FROM PARTICIPATING IN THE PLAN, OBTAINING A DISTRIBUTION THEREUNDER WITH RESPECT TO SUCH ADMINISTRATIVE EXPENSE CLAIM, OR ASSERTING SUCH ADMINISTRATIVE EXPENSE CLAIM AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THEIR ESTATES, THE LPI PLAN TRUST OR THE LPI PLAN TRUSTEE.**

4. **Bar Date for Final Fee Applications.** In accordance with paragraph 28 of the Confirmation Order and Article II of the Plan, Final Fee Applications must be filed and served as set forth below by

¹ The Reorganized Debtors and the last four digits of their taxpayer identification numbers are as follows: Laboratory Partners, Inc. (3376), Kilbourne Medical Laboratories, Inc. (9849), MedLab Ohio, Inc. (9072), Suburban Medical Laboratory, Inc. (0859), Biological Technology Laboratory, Inc. (4370), Terre Haute Medical Laboratory, Inc. (1809), and Pathology Associates of Terre Haute, Inc. (6485). Certain of the Debtors do business as Medlab. The Reorganized Debtors' mailing address for notice in these cases is: 671 Ohio Pike, Suite K, Cincinnati, OH 45245.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan or Confirmation Order.

no later than August 25, 2014. Objections, if any, to Final Fee Applications must be filed and served on the parties set forth below and the requesting professional no later than fourteen (14) days from the date on which each such Final Fee Application is Filed. **THE HOLDER OF A PROFESSIONAL FEE CLAIM THAT DOES NOT COMPLY WITH THIS BAR DATE FIXED BY THE PLAN SHALL BE BARRED FROM ASSERTING SUCH PROFESSIONAL FEE CLAIM AGAINST THE DEBTORS, THE REORGANIZED DEBTORS OR THEIR ESTATES.**

5. **Filing and Service of Administrative Expense Requests, Final Fee Applications, and Objections Thereto.** Administrative Expense Requests, Final Fee Applications, and objections thereto pursuant to this notice must be (a) sent to the Clerk of Court, United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801 or electronically filed at <http://www.deb.uscourts.gov> (registration required) and (b) served upon counsel for the Reorganized Debtors, counsel for the LPI Plan Trust and the LPI Plan Trustee, counsel for the Prepetition Lenders, and counsel for the Committee at the addresses listed in Article IX.N of the Plan as well as on the Office of the United States Trustee and if an objection, upon the relevant moving party, so as to be received on or before the applicable deadline.

6. **Bar Date for Rejection Damages for Rejected Executory Contracts.** In accordance with paragraph 30 of the Confirmation Order and Article V of the Plan, all Claims arising from the rejection of Executory Contracts under the Plan and the Confirmation Order ("Rejection Damages Claims") must be filed with BMC Group, Inc., the Debtors' claims agent, at the address set forth below by no later than August 25, 2014:

BMC Group, Inc.
P.O. Box 3020
Chanhassen, MN 55317-3020
(Attn: Laboratory Partners Claims Processing)

Nothing in the Plan, Confirmation Order, or this notice extends or modifies any previously applicable Bar Date. **REJECTION DAMAGES CLAIMS ARE NOT ENTITLED TO A DISTRIBUTION UNDER THE PLAN.**

7. **Copies of Plan and the Confirmation Order.** Copies of the Plan and Confirmation Order and any exhibits thereto, the proof of claim form, the entire docket of the Debtors' cases, and other relevant case information are publicly available by accessing the Debtors' case information website at www.bmcgroup.com/laboratorypartners.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Erin R. Fay

Robert J. Dehney (No. 3578)
Derek C. Abbott (No. 3376)
Erin R. Fay (No. 5268)
1201 N. Market St., 16th Flr.
PO Box 1347
Wilmington, DE 19899-1347
Telephone: (302) 658-9200
Facsimile: (302) 658-3989

- and -

PILLSBURY WINTHROP SHAW PITTMAN LLP

Leo T. Crowley
Jonathan J. Russo
Margot Erlich
1540 Broadway
New York, New York 10036
Telephone: (212) 858-1000
Facsimile: (212) 858-1500

Counsel to the Reorganized Debtors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re : Chapter 11
Laboratory Partners, Inc., *et al.*,¹ : Case No. 13-12769 (PJW)
Reorganized Debtors. : (Jointly Administered)
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MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Erin R. Fay

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Jonathon J. Russo
Margot Erlich
1540 Broadway
New York, New York 10036
Telephone: (212) 858-1000
Facsimile: (212) 858-1500

Counsel to the Reorganized Debtors

RETENTION AGREEMENT

THIS RETENTION AGREEMENT (the "Agreement") is made and entered into on the 21st day of June 2013 (the "Effective Date") by and among Debra Jacobs ("Employee"), Laboratory Partners, Inc. ("Employer") and, solely with respect to Section 6 hereof, each of Employer's wholly owned subsidiaries set forth on Appendix A hereto (the "Operating Entities").

WHEREAS, Employee has been employed by Employer and has provided services to Employer and the Operating Entities (collectively, the "Laboratory Partners Group"), and the parties wish to establish an opportunity for Employee to earn a Retention Bonus (as defined below) in the event of a Qualifying Transaction (as defined below).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the sufficiency of which the parties acknowledge, it is agreed as follows:

1. Retention Bonus. If a Qualifying Transaction occurs within two (2) years after the date hereof and Employee remains continuously employed with Employer from the date hereof through the date of such Qualifying Transaction, then Employee shall be eligible to receive, subject to his timely execution, delivery and non-revocation of a general release of claims against Employer and its respective past and present subsidiaries and affiliates and the respective officers, directors, members, owners, employees, agents, consultants, advisors, successors and/or assigns of each of the foregoing in a form acceptable to Employer (a "General Release") a cash payment equal to \$15,000 (the "Retention Bonus"). The Retention Bonus shall be paid within thirty (30) days following the date of the Qualifying Transaction. For purposes of this Agreement, a "Qualifying Transaction" means the consummation of a Change in Control (as defined below) of the Laboratory Partners Group. For purposes of this Agreement, a "Change in Control" means a transaction or series of transactions that results in (a) a sale of all or substantially all of the equity securities of the Laboratory Partners Group to an unrelated third party, (b) a sale of all or substantially all of the assets of the Laboratory Partners Group to an unrelated third party, (c) any merger, consolidation or other business combination involving the Laboratory Partners Group to an unrelated third party, or (d) a combination of the foregoing. For the avoidance of doubt, in order for a Change in Control to be a Qualifying Transaction it must result from the consummation of the sale, merger, consolidation or other business combination of the Physician Office Division and the Long Term Care Division of Laboratory Partners, Group. In the event that (i) Employee ceases to be employed by Employer or any of its affiliates for any reason or (ii) breaches any provision of Section 4 hereof, Employee shall forfeit any right to receive the Retention Bonus.

2. Withholding. Employer shall deduct from any payment due to Employee hereunder all federal, state and local taxes of any kind which Employer is by law required to withhold.

3. Employment At-Will. Nothing in this Agreement shall be interpreted to alter Employee's status as an at-will employee of Employer during his period of employment.

4. Other Employee Representations and Covenants. Employee agrees to and makes the following representations and covenants:

a. All Confidential Information (as defined below) at any time compiled, created or obtained by, furnished to, or otherwise in the possession of Employee in connection with his employment with Employer or any of its affiliates is the exclusive property of Employer or such affiliate. Employee will not, directly or indirectly, use or disclose any Confidential Information during or after his employment with Employer or its affiliate without the written consent of Employer, and shall take all reasonable steps to safeguard Confidential Information in his possession and protect it against disclosure, misuse, loss and theft. For purposes of this Agreement, "Confidential Information" means any non-public information or any trade secrets, plans or other information or data, in whatever form concerning practices, businesses, procedures, programs, methods, systems, reports,

plans, research, customers and prospective customers, business methods, policies or any similar information relating to Employer or any of its affiliates whose unauthorized publication or disclosure could adversely affect the interests of Employer or any of its affiliates. Upon Employee's separation from service with Employer, Employee agrees to return to Employer all originals and copies of any material containing Confidential Information.

b. Any and all rights and interests in any Inventions or Intellectual Property (as defined below) which Employee conceives of, develops or assists in developing, in whole or in part, during Employee's employment with Employer or its affiliate that (i) relates to Employer's or its affiliates' past, current or anticipated future businesses, (ii) uses Employer's or its affiliates' information, equipment, facilities or supplies, (iii) is or was created or conceived of, in whole or in part, while working on Employer's or its affiliates' time, or (iv) results from Employee's work for Employer or an affiliate of Employer, in each case, is owned exclusively by Employer. Employee shall disclose to Employer any Inventions or Intellectual Property Employee conceives of, develops or assists in developing while employed by Employer or its affiliates. For purposes of this Agreement, "Inventions or Intellectual Property" includes but is not limited to anything which can be protected as a trade secret, copyright, patent or trademark, whether it arises in the form of a concept, idea, innovation, improvement or discovery and whether it relates to a formula, design, product, process, equipment, method of doing business, manufacturing technique, or an expression or a writing.

c. During Employee's employment with Employer or any of its affiliates and for a period of six (6) months thereafter, Employee will not directly or indirectly engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business (as defined below). For purposes of this Agreement, "Competing Business" means any business (other than Employer and its affiliates) within the United States providing clinical laboratory testing services, including, but not limited to, esoteric testing services and anatomic pathology services. Nothing herein shall prohibit Employee from being a passive owner of not more than two percent (2%) of the outstanding stock of any class of a corporation which is publicly traded, so long as Employee has no active participation in the business of such corporation.

d. During Employee's employment with Employer or any of its affiliates and for a period of six (6) months thereafter, Employee will not directly or indirectly influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, associates, consultants, agents or partners of Employer or any of its affiliates to divert their business away from Employer or its affiliates, or otherwise interfere with or attempt to disrupt the business relationships between Employer or any of its affiliates and such persons.

e. During Employee's employment with Employer or any of its affiliates and for a period of six (6) months thereafter, Employee will not directly or indirectly (i) induce or attempt to induce, or assist in the inducing or attempted inducing of, any employee, independent contractor, consultant or agent of Employer or any of its affiliates to leave such employment or service, as applicable, or in any way interfere with the relationship between Employer or any of its affiliates, on the one hand, and any employee, independent contractor, consultant or agent thereof, on the other hand, or (ii) offer employment or an engagement, or assist in offering employment or an engagement, to any individual who is (or was within the six (6) month period immediately prior to such offer or assistance) an employee, independent contractor, consultant or agent of Employer or any of its affiliates.

5. Enforcement; Attorneys' Fees. Employee agrees that his services are unique and that he has access to Confidential Information. Accordingly, Employee agrees that a breach by Employee of any of the provisions in Section 4 hereof may cause immediate and irreparable harm to Employer or any of its affiliates that would be difficult or impossible to measure, and that damages to Employer and/or its affiliates for any such injury may therefore be an inadequate remedy for any such breach. Therefore, Employee agrees that in the event of any breach or threatened breach of any provision of Section 4 hereof, Employer or any of its affiliates shall be entitled, in addition to and without limitation upon all other remedies Employer or any of its affiliates may have under this Agreement at law or otherwise, to seek to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to (i) enforce or prevent any violations of the provisions of Section 4 hereof, or (ii) require Employee to account for and pay over to Employer all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of any provision of Section 4 hereof, if and when final judgment of a court of competent jurisdiction is so entered against Employee. Employee further agrees that the applicable period of time any covenant in Section 4 hereof is in effect following Employee's termination of employment, shall be extended by the same amount of time that Employee is in breach of any covenant in Section 4 hereof. Employee shall indemnify and reimburse Employer and its affiliates for its reasonable attorneys' fees and expenses incurred in respect of any proceeding relating to this Agreement (including actions related to Section 4 hereof) in which Employer or its affiliates are the prevailing party in such proceeding.

6. Obligation of Employer and Operating Entities. Employer and each of the Operating Entities acknowledge that Employee has provided, is providing and is expected to continue to provide valuable services to such entities. Employer and each of the Operating Entities shall be jointly and severally liable for the obligation under this Agreement to pay Employee the Retention Bonus, subject to the terms and conditions set forth herein.

7. Opportunity to Seek Advice; Understanding of Agreement. Employee acknowledges that he has been advised to consult with an attorney of Employee's choice with regard to this Agreement and has had sufficient time to do so. Employee hereby acknowledges that he fully understands the significance of this Agreement and voluntarily accepts the terms of this Agreement.

8. Confidentiality. Employee agrees to treat the existence and terms of this Agreement as confidential and will not disclose it to or otherwise discuss it with anyone other than: (i) his counsel or tax advisor as necessary to secure their professional advice, (ii) his spouse or (iii) as may be required by law.

9. Entire Agreement. This Agreement sets forth the entire agreement between Employee and Employer concerning its subject matter, and fully supersedes any and all prior oral and written agreements or understandings between them regarding such subject matter; provided, however, that nothing in this Agreement is intended to or shall be construed to limit, impair or terminate any obligation of Employee pursuant to any employment, non-competition, non-solicitation, confidentiality or intellectual property agreement that has been signed by Employee. This Agreement may only be modified by written agreement signed by Employer, Employee and each of the Operating Entities.

10. Interpretation and Severability. Employer and Employee agree that in the event any provision of this Agreement is deemed to be invalid or unenforceable by any court or administrative body of competent jurisdiction, or in the event that any provision cannot be modified so as to be valid and enforceable, then that provision shall be deemed severed from the Agreement and the remaining provisions hereunder shall remain in full force and effect.

11. Successors and Assigns. The provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, Employer, its affiliates and their respective successors or assigns. Employee's rights and obligations hereunder shall not be transferable by assignment or otherwise without the prior written consent of Employer. Employer shall have the right to assign this Agreement or any one or more of its rights or obligations under this Agreement to any entity that acquires all or substantially all of Employer's business (or a portion thereof), whether by sale of stock, assets, merger or like transaction.

IN WITNESS WHEREOF, Employer and Employee have executed this Agreement as of the date first written above.

"EMPLOYER"
LABORATORY PARTNERS, INC.

"EMPLOYEE"
Debra Jacobs

By: [Signature]
Name: Michael Fuller
Title: VP Ops

Signature: Debra Jacobs

Solely with respect to Section 6 hereof, the Operating Entities have executed this Agreement as of the date first written above.

TERRE HAUTE MEDICAL LABORATORY, INC.

MEDLAB OHIO, INC.

By: [Signature]
Name: Michael Fuller
Title: VP Ops

By: [Signature]
Name: Michael Fuller
Title: VP Ops

PATHOLOGY ASSOCIATES OF TERRE HAUTE, INC.

SUBURBAN MEDICAL LABORATORY, INC.

By: [Signature]
Name: Michael Fuller
Title: VP Ops

By: [Signature]
Name: Michael Fuller
Title: VP Ops

KILBOURNE MEDICAL LABORATORIES, INC.

BIOLOGICAL TECHNOLOGY LABORATORY, INC.

By: [Signature]
Name: Michael Fuller
Title: VP Ops

By: [Signature]
Name: Michael Fuller
Title: VP Ops

Appendix A
Operating Entities

Terre Haute Medical Laboratory, Inc.

Pathology Associates of Terre Haute, Inc.

Kilbourne Medical Laboratories, Inc.

MedLab Ohio, Inc.

Suburban Medical Laboratory, Inc.

Biological Technology Laboratory, Inc.

12. Section 409A. To the fullest extent applicable, amounts payable under this Agreement are intended to be exempt from the definition of "nonqualified deferred compensation" under Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Section 409A"), and, to the extent that any amount payable hereunder is or becomes subject to Section 409A, this Agreement is intended to comply with the applicable requirements of Section 409A. This Agreement shall be interpreted and administered to the extent possible in a manner consistent with the foregoing statement of intent.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

14. Waiver of Trial by Jury. To the extent permissible by applicable law, each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

[Signatures on following page]



671 Ohio Pike, Suite K
Cincinnati, Ohio 45245
Phone (513) 201-0605
Fax (513) 201-0012

College of American Pathologists Accreditation

Human Resources Department

December 27, 2013

Ms. Debra Jacobs
6884 Beechmont
Cincinnati, OH 45230

Dear Deb:

Due to the restructuring of MEDLAB through the bankruptcy filing and the current sale transaction, we are now forced to make other decisions in order to impact the financial status of the organization.

As a result, we regret to inform you that your position with MEDLAB is being eliminated effective December 27, 2013 and, therefore, your employment is being terminated.

Based upon your employment being terminated, you will be paid out any post-petition accrued, unused PTO balance according to the company policy regarding length of service on your final pay check on January 10, 2014.

If you are enrolled in the medical plan, the company has or will pay for the premium for the month of January. You will have the opportunity to continue coverage under your individual policy following that time.

As you know, you were recently offered the opportunity to sign a retention agreement as part of a key management group. At this time, you may still be eligible for the payout under that agreement, but the final decision lies solely in the hands of the bankruptcy committee whether or not these payments will be made.

We appreciate the service you have provided to MEDLAB during your employment and wish you the best of luck in your future endeavors. If you have any questions in the future, please do not hesitate to contact Dennis Swearingen, Director of HR, at (513) 201-0605.

Sincerely,

Mike Fuller
Vice President, Operations

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re : Chapter 11
Laboratory Partners, Inc., *et al.*,¹ : Case No. 13-12769 (PJW)
Debtors. : (Jointly Administered)
: Re: D.I. 15 + 103
-----X

**ORDER UNDER SECTIONS 105, 365(a) AND 554(a) OF THE BANKRUPTCY CODE (I)
ESTABLISHING PROCEDURES FOR THE REJECTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL
PROPERTY AND THE ABANDONMENT OF RELATED PERSONAL PROPERTY;
AND (II) AUTHORIZING THE DEBTORS TO REJECT CERTAIN
UNEXPIRED LEASES OF REAL PROPERTY AND CERTAIN CONTRACTS**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (the "Debtors"), for entry of an order, pursuant to section 105(a), 365(a) and 554(a) of the Bankruptcy Code, (i) establishing procedures for the rejection of executory contracts and unexpired leases of nonresidential real property and abandonment of related personal property, and (ii) authorizing the Debtors to reject certain unexpired leases of real property and certain contracts; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and upon the record therein; and it appearing that the

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² Terms used but not defined herein shall have the meanings ascribed to them in the Motion.

relief requested by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Rejection Procedures for the Debtors' rejection of Leases and Contracts pursuant to section 365(a) of the Bankruptcy Code and abandonment of Related Property pursuant to section 554(a) of the Bankruptcy Code are hereby authorized and approved and established in the Debtors' chapter 11 cases:

- a. Any Lease or Contract determined by the Debtors, in the exercise of their business judgment, to be unnecessary and/or burdensome to the Debtors' ongoing operations may be rejected upon fourteen (14) calendar days' written notice (a "Rejection Notice"), via electronic mail, facsimile, or overnight mail, to: (i) the non-Debtor party (and its counsel, if known) to the applicable Lease or Contract at the last known address available to the Debtors; (ii) counsel to the official committee of unsecured creditors appointed in these cases (the "Committee"); (iii) counsel to the Debtors' postpetition lender; and (iv) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") (collectively, the "Notice Parties").

- b. Each Rejection Notice shall be substantially in the form attached as Exhibit A to the Motion, and shall be accompanied by a copy of this Order. The Rejection Notice shall be filed with this Court by the Debtors.

- c. If an objection to a Rejection Notice is filed with the Bankruptcy Court by a Notice Party, and is served upon, and actually received by, (i) counsel to the Debtors; and (ii) all Notice Parties, prior to the expiration of the fourteen (14) calendar-day notice period, the applicable Rejection Notice and the objection shall be considered at the next regularly scheduled omnibus hearing date in these cases or as agreed to by the Debtors and the counter-party to the applicable Lease or Contract.

- d. If no objection to a Rejection Notice is timely received, the applicable Lease or Contract shall, without any further order of the Court or action of any party, be deemed rejected and the Related Property (defined below), if any, shall be deemed abandoned on the later of: (i) the date of the Rejection Notice; (ii) the date set

forth in the Rejection Notice for such rejection and/or abandonment; (iii) a date to which the Debtors and the counter-party to the applicable Lease or Contract have, after the date of the Rejection Notice, agreed in writing as reflected in a notice filed with the Court; or (iv) the date, as determined by the Debtors, of the surrender of the property governed by the applicable Lease or Contract to the affected non-Debtor contract party, as reflected in a notice filed with the Court.

e. If a timely objection to a Rejection Notice is received and the Court ultimately approves the rejection of the applicable Lease or Contract, then the applicable Lease or Contract shall be deemed rejected and the Related Property, if any, shall be deemed abandoned as of the date determined by this Court and/or as set forth in any Order overruling such objection.

f. Proofs of any claims arising out of the rejection of any Lease or Contract, or the abandonment of Related Property, shall be filed on or before the later of: (i) thirty (30) days after the date of service of the Rejection Notice; or (ii) any bar date for the filing of proofs of claim established by this Court, or shall be deemed waived by the claimant; with:

(i) If by regular mail: BMC Group, Inc.,
P.O. Box 3020
Chanhassen, MN 55317-3020
(Attn: Laboratory Partners Claims
Processing); and

(ii) If by messenger
or overnight delivery: BMC Group Inc.,
18675 Lake Drive East
Chanhassen, MN 55317
(Attn: Laboratory Partners Claims
Processing)

3. The Debtors are authorized to remove from premises relating to the Leases, any and all fixtures, furniture, equipment, and other property consistent with the Debtors' ownership rights or other property interests therein.

4. Pursuant to section 365(a) of the Bankruptcy Code, the Debtors' rejection of Leases and Contracts in accordance with the Rejection Procedures set forth in this Order is hereby approved.

5. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon any Related Property at the premises subject to a rejected Lease in accordance with the procedures set forth in this Order, notwithstanding any other order entered by this Court with respect to the abandonment of property; provided, however that, in the event that the net value of any Related Property to be abandoned exceeds \$10,000 (after deducting costs of removal and storage), contemporaneous with the filing of a Rejection Notice, the Debtors will provide notice of the proposed abandonment to the Committee, Prepetition Lenders and DIP Lender (the "Abandonment Notice") by electronic mail. The Abandonment Notice shall include (a) a description of the property to be abandoned, and pictures if available, (b) the location of the property to be abandoned, (c) the expected value of the property, and (d) the expected cost of preserving or selling the property. The Committee, Prepetition Lenders and DIP Lender will have five (5) business days to object to the Abandonment Notice in writing sent to the Debtors' counsel by electronic mail. If any such objection cannot be resolved, the Debtors will follow the Rejection Procedures for the relevant property.

6. The Debtors are authorized to take any and all actions that are necessary or appropriate in the exercise of their business judgment to comply with the Rejection Procedures, pursuant to sections 365 and 554 of the Bankruptcy Code.

7. Without limiting the foregoing, the Initial Rejected Contracts are hereby deemed rejected,³ effective as of the Petition Date and the Debtors are authorized to abandon any Related Property thereto. Proofs of any claims arising out of the rejection of any of the Initial Rejected Contracts, or the abandonment of any Related Property thereto, may be filed on or before the later of: (i) thirty (30) days after the date of service of the Motion; or (ii) any bar date

³ A list of Initial Rejected Contracts is annexed hereto as **Exhibit 1**.


for the filing of proofs of claim established by this Court. If any such claim is not timely filed, it will be deemed waived by the claimant.

8. Nothing contained in the Motion, any related notice, or this Order is to be construed as an admission by the Debtors as to the character of any document denominated as a Lease or Contract as executory contracts or unexpired leases or to the rights of the non-debtor parties thereto. This Order shall not constitute a finding of fact or other adjudication with respect to claims that a non-debtor party may have on the basis of contractual rights arising from the expiration or termination of a Lease or Contract. The Debtors reserve their rights to challenge any Lease or Contract on any grounds they deem appropriate, and to assert against counterparties to Leases or Contracts any claims, counter-claims or defenses to a claim(s) by the non-debtor party against the Debtors, including, without limitation, preference actions. The Debtors also reserve their rights to file a motion, independent of these procedures, seeking a retroactive rejection of any Lease or Contract.

9. Nothing herein, nor any action taken in connection with this Order shall be, nor shall it be deemed to be, a waiver of any of the Debtors' rights with respect to the Leases or Contracts, including the right to contest any asserted cure amount or the characterization of the Leases or Contracts and/or to assert any claim, counter-claim or defense against any counterparty to a Lease or Contract, including any avoidance action under chapter 5 of the Bankruptcy Code, whether or not such claims are related to the Leases or Contracts.

10. This Court retains jurisdiction over any and all matters or disputes with respect to any of the relief granted in this Order.

Dated: Nov. 19 2013
Wilmington, Delaware



THE HONORABLE PETER J. WALSH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Initial Rejected Contracts

	Contract Party (Contractor)	Contract Date	Contract Name	Title of Agreement
1.	Liberty Property Limited Partnership	June 1, 2013	Suburban Medical Laboratory, Inc.	Lease Agreement, for 620 Brandywine Parkway, West Chester, PA
2.	Haverford Healthcare Advisors	August 22, 2005	Laboratory Partners, Inc.	Letter Agreement, dated August 22, 2005

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re Chapter 11
Laboratory Partners, Inc., *et al.*,¹ Case No. 13-12769 (PJW)
Debtors. (Jointly Administered)
-----X

**NOTICE OF REJECTION OF EXECUTORY
CONTRACTS AND/OR UNEXPIRED LEASES
OF NONRESIDENTIAL REAL PROPERTY**

PLEASE TAKE NOTICE that on November 19, 2013 the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order (the "Order") approving procedures (the "Rejection Procedures") for the debtors and debtors in possession in the above-captioned cases (the "Debtors") to reject certain unexpired leases of nonresidential real property ("Leases") and unexpired personal property leases and other executory contracts ("Contracts"), and to abandon certain personal property related to rejected Leases (the "Related Property") from time to time in furtherance of the Debtors' reorganization efforts. In summary, the Rejection Procedures enable the Debtors, in the exercise of their business judgment, to reject any Lease or Contract determined to be unnecessary and/or burdensome to the Debtors' ongoing operations, and to abandon certain Related Property, subject to fourteen (14) calendar days' written notice via electronic mail, facsimile or overnight mail, to: (i) the non-Debtor party (and its counsel, if known) to the applicable Lease or Contract at the last known address available to the Debtors; (ii) counsel to the official committee appointed in these cases; (iii) counsel to the Debtors' postpetition lender; and (iv) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") (collectively, the "Notice Parties"). A copy of the Order is enclosed.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, unless a written objection hereto is filed and served in accordance with the terms of the Order, the following Leases and/or Contracts will be rejected pursuant to section 365(a) of title 11 of the United States Code (the "Bankruptcy Code"), and the following property shall be abandoned pursuant to section 554(a) of the Bankruptcy Code, effective as of the later of: (i) the date of the Rejection Notice; (ii) the date set forth in the Rejection Notice for such rejection and/or abandonment; (iii) a date to which the Debtors and the counter-party to the applicable Lease or Contract have, after the date of the Rejection Notice, agreed in writing, as reflected in a notice

¹ The Debtors and the last four digits of their taxpayer identification numbers are as follows: Laboratory Partners, Inc. (3376), Kilbourne Medical Laboratories, Inc. (9849), MedLab Ohio, Inc. (9072), Suburban Medical Laboratory, Inc. (0859), Biological Technology Laboratory, Inc. (4370), Terre Haute Medical Laboratory, Inc. (1809), and Pathology Associates of Terre Haute, Inc. (6485). Certain of the Debtors do business as MEDLAB. The Debtors' mailing address for notice in these cases is: 671 Ohio Pike, Suite K, Cincinnati, OH 45245.

filed with the Court; or (iv) the date, as determined by the Debtors, of the surrender of the property governed by the applicable Lease or Contract to the affected non-Debtor contract party, as reflected in a notice filed with the Court:

Title of Lease/Contract: Retention Agreement, including any amendments thereto

Brief Description of Lease/Contract: Agreement establishing retention bonus, dated June 21, 2013

Term of Lease/Contract: n/a

Parties to the Lease/Contract:

Debtor: Laboratory Partners, Inc., Terre Haute Medical Laboratory, Inc., MedLab Ohio, Inc., Pathology Associates of Terre Haute, Inc., Suburban Medical Laboratory, Inc., Kilbourne Medical Laboratories, Inc., Biological Technology Laboratory, Inc.

Non-Debtor Party: Debra Jacobs

Contact Information for Non-Debtor Party: 671 Ohio Pike, Suite K
Cincinnati, OH 45245

Effective Date of Rejection: December 10, 2013

Related Property Proposed To Be Abandoned: None

PLEASE TAKE FURTHER NOTICE that if an objection to this Rejection Notice is timely filed with the Bankruptcy Court and timely served upon: (i) co-counsel to the Debtors (a) Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, New York, 10036 (Attn: Leo T. Crowley, Esq., and Margot Erlich, Esq.), and (b) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, P. O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert J. Dehney, Esq., Derek C. Abbott, Esq., and Erin R. Fay, Esq.); (ii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Richard Schepacarter, Esq.) and (iii) all other Notice Parties, so that such objection is actually received not later than December 26, 2013, the objection and the applicable Rejection Notice shall be considered at the next regularly scheduled omnibus hearing in these cases. If such an objection to a Rejection Notice is timely received, and the Court ultimately upholds the Debtors' determination to reject the applicable Lease or Contract and to abandon related property, then the applicable Lease or Contract shall be deemed rejected and the property abandoned as of the date determined by the Bankruptcy Court and/or as set forth in any Order overruling such objection. If no such objection is timely filed the Lease or Contract referenced above may be rejected without a hearing.

PLEASE TAKE FURTHER NOTICE that proofs of any claims, if any, arising out of the rejection of any Lease or Contract, or the abandonment of Related Property, must be filed on or before the later of: (i) thirty (30) days after the date of service

of the Rejection Notice; or (ii) any bar date for the filing of proofs of claim established by this Court, with:

(i) If by regular mail: BMC Group, Inc.,
P.O. Box 3020
Chanhassen, MN 55317-3020
(Attn: Laboratory Partners Claims Processing); and

(ii) If by messenger
or overnight delivery: BMC Group Inc.,
18675 Lake Drive East
Chanhassen, MN 55317
(Attn: Laboratory Partners Claims Processing)

If any such claim is not timely filed, it will be deemed waived by the claimant.

Dated: Wilmington, Delaware
December 10, 2013

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Erin R. Fay

Robert J. Dehney (No. 3578)
Derek C. Abbott (No. 3376)
Erin R. Fay (No. 5268)
1201 N. Market St., 16th Flr.
PO Box 1347
Wilmington, DE 19899-1347
Telephone: 302-658-9200
Facsimile: 302-658-3989

-and-

Leo T. Crowley
Margot Erlich
PILLSBURY WINTHROP SHAW PITTMAN LLP
1540 Broadway
New York, New York 10036
Telephone: (212) 858-1000
Facsimile: (212) 858-1500

Counsel to Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X		
In re	:	Chapter 11
	:	
Laboratory Partners, Inc., <i>et al.</i> , ¹	:	Case No. 13-12769 (PJW)
	:	
Debtors.	:	(Jointly Administered)
-----X		

**NOTIFICATION OF NON-VOTING STATUS FOR CLASSES II, III, IV, V, VI, VII, VIII, AND IX
PURSUANT TO THE DEBTORS' JOINT CHAPTER 11 PLAN**

On May 30, 2014 the United States Bankruptcy Court for the District of Delaware (the "Court"),² entered an order: (i) approving the Debtors' disclosure statement (the "Disclosure Statement") for the Debtors' Joint Chapter 11 Plan (as it may be amended, the "Plan"), (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan, (iii) approving the form of ballot, solicitation materials, voting deadline and solicitation procedures, (iv) scheduling a hearing on confirmation of the Plan, and (v) approving related notice procedures (D.I. 521) (the "Order"). Pursuant to the Order, the Court authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Plan.

UNDER THE TERMS OF THE PLAN, AND IN ACCORDANCE WITH SECTION 1126(f) OF THE BANKRUPTCY CODE, HOLDERS OF CLAIMS OR INTERESTS IN CLASS II (CAPITAL LEASE CLAIMS), CLASS III (SECURED TAX CLAIMS), CLASS IV (OTHER SECURED CLAIMS), AND CLASS V (PRIORITY CLAIMS) ARE DEEMED TO HAVE ACCEPTED THE PLAN AND ARE NOT ENTITLED TO VOTE ON THE PLAN.

UNDER THE TERMS OF THE PLAN, AND IN ACCORDANCE WITH SECTION 1126(g) OF THE BANKRUPTCY CODE, HOLDERS OF CLASS VI (NOTEHOLDER CLAIMS), CLASS VII (GENERAL UNSECURED CLAIMS), CLASS VIII (INTERCOMPANY CLAIMS) AND CLASS IX (INTERESTS), WILL NOT RECEIVE OR RETAIN ANY DISTRIBUTION OR PROPERTY PURSUANT TO THE PLAN. AS A RESULT, THE HOLDERS OF CLAIMS AND INTERESTS IN SUCH CLASSES ARE DEEMED TO HAVE REJECTED THE PLAN AND ARE NOT ENTITLED TO VOTE ON THE PLAN.

Accordingly, no Plan, Disclosure Statement or Ballot will be remitted to holders of Claims or Interests in Classes II – IX. However, a copy of the Plan and Disclosure Statement can be obtained from the website of BMC Group, Inc. at www.bmcgroup.com/laboratorypartners.

A hearing to consider the confirmation of the Plan (the "Confirmation Hearing") will be held before the Honorable Peter J. Walsh, United States Bankruptcy Judge, United States Bankruptcy Court, District of Delaware, 824 North Market Street, Wilmington, Delaware 19801 on **July 9, 2014 at 2:00 p.m. (ET)**.

¹ The Debtors and the last four digits of their taxpayer identification numbers are as follows: Laboratory Partners, Inc. (3376), Kilbourne Medical Laboratories, Inc. (9849), MedLab Ohio, Inc. (9072), Suburban Medical Laboratory, Inc. (0859), Biological Technology Laboratory, Inc. (4370), Terre Haute Medical Laboratory, Inc. (1809), and Pathology Associates of Terre Haute, Inc. (6485). Certain of the Debtors do business as Medlab. The Debtors' mailing address for notice in these cases is: 671 Ohio Pike, Suite K, Cincinnati, OH 45245.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

Objections, if any, to confirmation of the Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (c) state with particularity the basis and nature of any objections to confirmation of the Plan; and (d) be filed with the Court explaining your position by mailing your objection by regular U.S. Mail to Clerk of Court, the United States Bankruptcy Court, District of Delaware, 824 North Market Street, Wilmington, Delaware 19801 or your attorney must file an objection using the Court's ECF System. The Court must receive your objection on or before **June 30, 2014 at 4:00 p.m. (ET)**.

You must also send a copy of your objection by mail to: (i) the Debtors, 671 Ohio Pike, Suite K, Cincinnati, OH 45245; (ii) co-counsel to the Debtors, (a) Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, NY 10036 (Attn: Leo Crowley, Jonathan Russo and Margot Erlich) and (b) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, P. O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert Dehney, Derek Abbott and Erin R. Fay); (iii) investment bankers to the Debtors, Duff & Phelps Securities, LLC, 10100 Santa Monica Blvd. Suite 1100, Los Angeles, CA 90067 (Attn: Mark Catania); (iv) Development Specialists, Inc., Three First National Plaza, 70 West Madison Street, Suite 2300, Chicago, IL 60602-4250 (Attn: William A. Brandt, Jr.); (v) counsel to Prepetition Secured Lenders, Bingham McCutchen LLP, 399 Park Avenue, New York, NY 10022 (Attn: Mark Deveno and Erin Mautner) and Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, DE 19801 (Attn: Mark Collins); (vi) counsel to the Committee, Otterbourg P.C., 230 Park Avenue, New York, NY 10169 (Attn: David M. Posner), and Klehr Harrison Harvey Branzburg, LLP, 919 Market Street, Suite 1000, Wilmington, DE 19801-3062 (Attn: Margaret Manning); and (vii) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801 (Attn: Richard Schepacarter).

If a holder of a Claim wishes to challenge the allowance or disallowance of a Claim for voting purposes under the Tabulation Rules (as defined in the Order), such entity must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing such Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the undersigned counsel to the Debtors so that it is received no later than **4:00 p.m. (ET), on June 30, 2014**. The Debtors shall have until July 7, 2014 at 12:00 p.m. (ET) to file and serve any responses to such motions. Unless the Court orders otherwise, such Claim will not be counted for voting purposes in excess of the amount determined in accordance with the Tabulation Rules.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought and may enter an order confirming the Plan.

Dated: June 2, 2014
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Erin R. Fay

Robert J. Dehney (No. 3578)
Derek C. Abbott (No. 3376)
Erin R. Fay (No. 5268)
1201 N. Market St., 16th Flr.
PO Box 1347
Wilmington, DE 19899-1347
Telephone: 302-658-9200
Facsimile: 302-658-3989

PILLSBURY WINTHROP SHAW PITTMAN LLP

Leo T. Crowley
Jonathan J. Russo
Margot Erlich
1540 Broadway
New York, New York 10036
Telephone: (212) 858-1000
Facsimile: (212) 858-1500

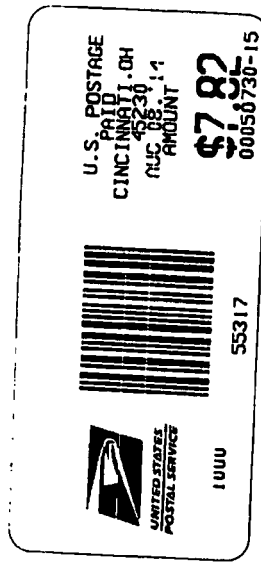
Counsel to Debtors and Debtors in Possession

DEBRA JACOBS
6884 BEECHMONT
CIN. OH 45290

CERTIFIED MAIL™



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AUG 11 2014

BMC GROUP

BMC GROUP INC.

P.O. BOX 3020

A77. LABORATORY PARTNERS CHAN PRO

CHANHASSEN MN. 55317-3020