UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

AFFIDAVIT OF SUPPLEMENTAL SERVICE RE:

Exhibit 1 AMENDED NOTICE OF ASSUMPTION, ASSIGNMENT AND/OR TRANSFER OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES [Sample attached hereto]

I, James H. Myers, state as follows:

1. I am over eighteen years of age and I believe the statements contained herein are true based on my personal knowledge. My business address is c/o BMC Group, Inc., 300 N. Continental Boulevard, Ste. 570, El Segundo, California 90245.

2. On December 19, 2013, at the direction of Morris, Nichols, Arsht & Tunnell LLP, counsel to the Debtors and Debtors in Possession, the above referenced document was served on the parties listed in Exhibit A via the modes of service indicated thereon:

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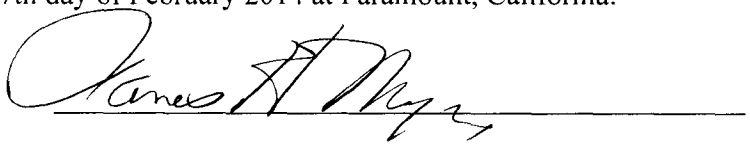
1 The Debtors and the last four digits of their taxpayer identification numbers are as follows: Laboratory Partners, Inc.(3376), Kilbourne Medical Laboratories, Inc.(9849), MedLab Ohio, Inc.(9072), Suburban Medical Laboratory, Inc. (0859), Biological Technology Laboratory, Inc. (4370), Terre Haute Medical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

Exhibit A The Affected Parties Address List regarding Exhibit 1

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on the 17th day of February 2014 at Paramount, California.



James H. Myers

EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11 Case No. 13-12769 (PJW) (Jointly Administered)
Laboratory Partners, Inc., *et al.*,[1]	:	
	:	**Cure/Assignment Objection Obj. Due: 12/16/13 at 4:00 p.m. (ET)**
	:	**Adequate Assurance Obj. Due: One (1) Business Day**
Debtors.	:	**Prior to the Applicable Sale Hearing at 12:00 p.m. (ET)**

AMENDED NOTICE OF ASSUMPTION, ASSIGNMENT AND/OR TRANSFER OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On October 15, 2013, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Bidding Procedures Order"), pursuant to sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure and Rule 6004-1 of the Local Rule of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware in the chapter 11 cases of the above-captioned debtors and debtors in possession (the "Debtors"), approving the Debtors' motion, dated October 30, 2013 [D.I. 46] (the "Motion")[2] requesting, among other things, the fixing of cure amounts (the "Cure Amounts") related to the Debtors' assumption, assignment and/or transfer of certain executory contracts, unexpired leases, and other agreements (the "Executory Contracts and Unexpired Leases") listed on Exhibit A annexed hereto in connection with the sale(s) of certain of the Debtors' assets, comprised of the Long-Term Care Division, Talon Division, and Union Hospital Division, including a combined sale of the Talon and Union Hospital Divisions (each, a "Purchased Asset," and collectively, the "Purchased Assets").[3] Subject to the terms of the Bidding Procedures Order, the Debtors will seek to assume, assign, and/or transfer the Executory Contracts and Unexpired Leases to the Successful Bidders of the Purchased Assets (each, a "Purchaser" and collectively, the "Purchasers").

2. The Debtors believe that any and all defaults and actual pecuniary losses under certain Executory Contracts and Unexpired Leases that may relate to you that are required to be cured under section 365(b)(i)(A) of the Bankruptcy Code can be cured by the payment of the Cure Amounts listed on Exhibit A annexed hereto.

3. Any objections to (i) the assumption, assignment and/or transfer of an Executory Contract and Unexpired Lease, or (ii) the amount asserted as the applicable Cure Amount (each, a "Cure/Assignment Objection"), must

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[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] Unless otherwise defined herein, capitalized terms have the meaning ascribed to them in the Motion.

[3] The "Long-Term Care Division" provides clinical laboratory and anatomic pathology services to skilled nursing facilities in Illinois, Indiana, Kentucky, Maryland, Michigan, Missouri, Ohio, Virginia and Washington DC. The "Talon Division" provides clinical laboratory and anatomic pathology services to physicians, physician offices and medical groups in Indiana and Illinois. The "Union Hospital Division" provides clinical laboratory, anatomic pathology and nuclear imaging services to Union Hospital in Terre Haute and Clinton, Indiana.

be in writing and set forth with specificity the nature of the objection and the cure amount being claimed by the objecting party (the "Claimed Cure Amount") with appropriate documentation in support thereof.

4. To be considered a timely Cure/Assignment Objection, the Cure/Assignment Objection must, by 4:00 p.m. (ET) on December 16, 2013, be filed with the Bankruptcy Court and served upon:

> (i) the Debtors, 671 Ohio Pike, Suite K, Cincinnati, OH 45245; (ii) proposed co-counsel to the Debtors, (a) Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, NY 10036 (Attn: Leo T. 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 J. Dehney and Derek C. Abbott); (iii) proposed 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 DIP Lender, Bingham McCutchen LLP, 399 Park Avenue, New York, NY 10022 (Attn: Mark Deveno and Erin K. Mautner) and Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, DE 19801 (Attn: Mark Collins); (vii) proposed 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); (viii) proposed financial advisor to the Committee, Carl Marks Advisory Group, LLC, 900 Third Avenue, 33rd Floor, New York, NY 10022 (Attn: Chuck Boguslaski) and (ix) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Richard Schepacarter) (the "U.S. Trustee," and collectively, all of the foregoing, the "Objection Notice Parties").

5. If a Cure/Assignment Objection is timely filed, a hearing with respect to that objection shall be held before the Honorable Peter J. Walsh, United States Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801, Courtroom #2, 6th Floor on December 19, 2013 at 11:00 a.m. (ET) or such other date and time as the Debtors may schedule with the Court.

6. Any objections to adequate assurance of future performance (each, an "Adequate Assurance Objection"), must be in writing and set forth with specificity the nature of the objection and, by 4:00 p.m. (ET) on the date that is one (1) business day before the applicable Sale Hearing, be filed with the Bankruptcy Court and served upon the Objection Notice Parties.

7. The Debtors may adjourn hearings regarding the Cure/Assignment Objections or Adequate Assurance Objections, if any, from time to time without further notice to parties in interest other than by announcement in the agenda filed by the Debtors or in open court on the date scheduled for the hearing.

8. **All objections must state with specificity the nature of such objection, including the Claimed Cure Amount, if applicable. UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND THE BANKRUTPCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION (INCLUDING APPROVING THE ASSUMPTION, ASSIGNMENT AND/OR TRANSFSER OF THE APPLICABLE EXECUTORY CONTRACT OR UNEXPIRED LEASE) WITHOUT FURTHER HEARING AND NOTICE.**

9. Parties that fail to file and serve timely Cure/Assignment Objections or Adequate Assurance Objections shall be deemed to have waived and released any and all rights to assert against the Debtors or any Purchaser cure amounts different from the Cure Amounts listed on Exhibit A hereto and (i) shall be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts with respect to such Executory Contract and Unexpired Lease and the Debtors shall be entitled to rely solely upon the Cure Amount, and (ii) if the Executory Contract or Unexpired Lease was identified as to be assumed, assigned and/or transferred by the Successful Bidder, shall be deemed to have consented to the assumption, assignment and/or transfer of such Executory Contract and Unexpired Lease and shall be forever barred and estopped from asserting or claiming against the Debtors, the Successful Bidder or any

other assignee of the relevant Executory Contract or Unexpired Lease that any additional amounts are due or defaults exist, or conditions to assumption, assignment, and/or transfer must be satisfied, under such Executory Contract or Unexpired Lease.

10. The Debtors or any Purchaser, as the case may be, may determine to exclude any Executory Contract or Unexpired Lease from the list of Purchased Assets no later than one (1) business day after the Sale Order is entered.

11. If no Cure Amounts are due under an Executory Contract or Unexpired Lease, and the non-Debtor party to the Executory Contract or Unexpired Lease does not otherwise object to the Debtors' assumption, assignment and/or transfer of the Executory Contract or Unexpired Lease, no further action need be taken on the part of that non-Debtor party.

12. Upon receipt of an objection to a Cure Amount, the Debtors or the Purchaser, as the case may be, may, in their sole discretion, hold an amount equal to the Claimed Cure Amount (or such other amount as the Court may order) in reserve pending further order of the Court or agreement between the Debtors, the Purchaser and the objecting party. If the Claimed Cure Amount is held in reserve, the Debtors may assume, assign and/or transfer the Executory Contract or Unexpired Lease that is the subject of an objection without further delay. Upon assumption and assignment of such Executory Contract or Unexpired Lease, the objecting party's recourse with respect to the Cure Amounts will be limited to the funds held in reserve.

13. Copies of the Bidding Procedures Order and other relevant documents are posted on: (a) the Court's website, www.deb.uscourts.gov; and (b) www.bmcgroup.com/laboratorypartners, and are on file with the Clerk of the Bankruptcy Court, Third Floor, 824 Market Street, Wilmington, Delaware 19801.

14. The Debtors' decision to sell, assign and/or transfer to any Purchaser the Executory Contracts and Unexpired Leases is subject to Court approval and the Closing. Accordingly, prior to and/or absent such Closing, any of the Executory Contracts and Unexpired Leases shall not be deemed to be sold, assigned and/or transferred, and shall in all respects be subject to further administration under the Bankruptcy Code. The inclusion of any document on the list of Executory Contracts and Unexpired Leases shall not constitute or be deemed to be a determination or admission by the Debtors or any Purchaser that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Dated: December 19, 2013
Wilmington, Delaware

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Co-Counsel to Debtors
and Debtors in Possession

Amended Exhibit A

In re: Laboratory Partners, Inc., et al.
Case No 13-12769 Jointly Administered

	Counterparty	Debtor Entity	Type of Agreement	Description	Cure Amount
1	NAME STREET ADDRESS CITY, STATE ZIP	DEBTOR	AGTEEEMNT		$x,xxx xx
				Total Cure Amount for Counterparty:	$, .

Case 13-12769-PJW Doc 342 Filed 02/18/14 Page 7 of 9

EXHIBIT A

Laboratory Partners

Total number of parties: 4

POS Confidential

Exhibit A - Laboratory Partners

	Svc Lst	Name and Address of Served Party	Mode of Service
*	54618	REDACTED - ADDRESS ON FILE	US Mail (1st Class)
*	54619	REDACTED - E-MAIL ON FILE	E-mail
*	54619	REDACTED - E-MAIL ON FILE	E-mail
*	54618	REDACTED - ADDRESS ON FILE	US Mail (1st Class)

Subtotal for this group: 4

* Party information redacted on filed Affidavit of Service