

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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

AFFIDAVIT OF SUPPLEMENTAL SERVICE RE:

Docket No. 100 ORDER: (I) APPROVING BIDDING PROCEDURES IN CONNECTION WITH SALE(S) OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS; (II) SCHEDULING HEARING TO CONSIDER SALE; (III) APPROVING FORM AND MANNER OF NOTICE THEREOF; (IV) AUTHORIZING ENTRY INTO STALKING HORSE AGREEMENTS SUBJECT TO FURTHER HEARING; AND (V) GRANTING RELATED RELIEF [excluding schedules] [Re: Docket No. 46, 97 and 99]

Exhibit 1 NOTICE OF AUCTIONS AND SALE HEARINGS
[copy attached hereto]

Exhibit 2 NOTICE OF ASSUMPTION, ASSIGNMENT AND/OR TRANSFER OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES [copy attached hereto]

Exhibit 3 CUSTOM EXHIBIT A to Exhibit 2 [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.

///

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

2. On December 6, 2013, at the direction of Morris, Nichols, Arsht & Tunnell LLP, counsel to the Debtors and Debtors in Possession, the above referenced documents were served on the parties listed in Exhibit A via the modes of service indicated thereon:

.Exhibit A Docket No. 100 (as described above) and Exhibit 1, Exhibit 2, and Exhibit 3, were served on the Affected Parties referenced in Service Lists 54392 and 54418

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.

A handwritten signature in black ink, appearing to read "James H. Myers", is written over a horizontal line.

James H. Myers

EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----x Chapter 11
In re :
 : Case No. 13-12769 (PJW)
Laboratory Partners, Inc., *et al.*,¹ :
 : (Jointly Administered)
Debtors. :
 : Auction: 12/16/13 at 10:00 a.m. (ET) (Long Term Care)
 : Auction: 1/30/14 at 10:00 a.m. (ET) (Talon and/or Union Hospital)
 : Sale Obj. Due: 12/12/13 at 4:00p.m. (ET) (Long Term Care)
 : Sale Obj. Due: 1/27/14 at 4:00 p.m. (ET) (Talon and/or Union Hospital)
 : Sale Hearing: 12/19/13 at 10:00 a.m. (ET) (Long Term Care)
-----x Sale Hearing: 2/3/14 at 11:30 a.m. (ET) (Talon and/or Union Hospital)

NOTICE OF AUCTIONS AND SALE HEARINGS

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On October 30, 2013, the debtors in the above-captioned cases (collectively, the “Debtors”) filed a motion [D.I. 46] (the “Motion”)² for entry of an order (the “Bidding Procedures Order”), among other things: (a) approving procedures (the “Bidding Procedures”) for the solicitation and consideration of competing offers for the sale(s) (each, a “Sale”) certain of the Debtors’ assets, including (a) the Long-Term Care Division and (b) the Talon Division and/or Union Hospital Division (each, a “Purchased Asset,” and collectively, the “Purchased Assets”),³ including (a) procedures for (i) submitting bids for any or all of the Purchased Assets, and (ii) conducting auctions (the “Auctions”) with respect to any Purchased Asset on which the Debtors receive more than one bid; (b) authorizing, subject to further Court approval, the Debtors to enter into one or more Stalking Horse Agreements with one or more Stalking Horse Bidders, subject to higher and better offers and containing terms and conditions, including expense reimbursement and/or overbid protections; (c) scheduling the Auctions for the Purchased Assets; (d) scheduling hearings to approve any Sale of the Purchased Assets (the “Sale Hearings”) and setting objection and bidding deadlines with respect to the Sale; (e) approving procedures for the assumption, assignment and/or transfer of certain executory contracts and unexpired leases; (f) approving the form and manner of related notices; and (g) granting related relief. The Motion additionally requests entry of orders: (i) authorizing the Sale(s) of the Purchased Assets free and clear of liens, claims, encumbrances, and interests to one or more Successful Bidders; (ii) approving the assumption and assignment of executory contracts and unexpired leases; (iii) waiving the requirements of Bankruptcy Rules 6004(g) and 6006(d); and (iv) granting related relief.
2. The Debtors are seeking to sell the Purchased Assets to one or more Successful Bidders. Approval of the Sale(s) of Purchased Assets to a Successful Bidder may result in, among other things, the assumption, assignment and/or transfer by the Debtors of certain executory contracts and unexpired leases. If you are a party to an executory contract or unexpired lease with the Debtors, you will receive a separate notice that contains relevant dates and other information that may impact you as a party to an executory contract or unexpired lease.

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.

3. At any time on or prior to the applicable Participation Deadline, the Debtors, with the reasonable consent of the DIP Lender, Prepetition Lenders and the Committee, may, with respect to each Purchased Asset for which a Stalking Horse Bidder has not been approved by the Bankruptcy Court, enter into a purchase agreement (each, a "Stalking Horse Agreement"), subject to higher and better offers at the applicable Auction, with a bidder that submits a Qualified Bid with respect to such Purchased Asset (each, a "Stalking Horse Bidder") to establish a minimum Qualified Bid for such Purchased Asset at the Auction. The Stalking Horse Agreement may, with the reasonable consent of the DIP Lender, Prepetition Lenders and the Committee, contain customary terms and conditions providing the Stalking Horse Bidder with certain bid protections including, but not limited to, reasonable expense reimbursement and overbid protections (collectively, the "Bid Protections").

4. Promptly after entering into a Stalking Horse Agreement, the Debtors will distribute such agreement to the parties submitting other Qualified Bids for the respective Purchased Asset. If the Debtors enter into any such Stalking Horse Agreement(s), (a) on or before the Participation Deadline, the agreement(s) shall be placed on the Bankruptcy Court docket and notice thereof shall be given to all parties who received notice of the Bidding Procedures Motion, all parties on the Debtors' 2002 notice list and all Potential Bidders; and (b) the Court shall conduct a hearing on a date that is two (2) or more business days thereafter, subject to the Bankruptcy Court's availability to consider approval of the proposed Bid Protections. The Bid Protections hearing may be adjourned or rescheduled without notice other than as stated on the record in court or in an appropriate agenda letter.

5. On November 15, 2013, the United States Bankruptcy Court for the District of Delaware entered the Bidding Procedures Order. Pursuant to the Bidding Procedures Order, if the Debtors receive two or more Qualified Bids for the Long-Term Care Division, the LTC Auction shall be held on **December 16, 2013 at 10:00 a.m. (ET)** at the offices of Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, NY 10036, or at such other place, date and time as may be designated in writing by the Debtors. Only parties that have submitted a Qualified Bid for the Long-Term Care Division in accordance with the Bidding Procedures, attached to the Bidding Procedures Order as Schedule 1, by no later than **December 11, 2013, at 12:00 noon (ET)** (subject to any extensions in the Debtors' sole discretion, the "LTC Bid Deadline") may participate as bidders at the LTC Auction.

6. Pursuant to the Bidding Procedures Order, if the Debtors receive two or more Qualified Bids for the Talon and/or Union Hospital Division, the Talon/UH Auction shall be held on **January 30, 2014 at 10:00 a.m. (ET)** at the offices of Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, NY 10036, or at such other place, date and time as may be designated in writing by the Debtors. Only parties that have submitted a Qualified Bid for the Talon and/or Union Hospital Division, in accordance with the Bidding Procedures, attached to the Bidding Procedures Order as Schedule 1, by no later than **January 21, 2014, at 12:00 noon. (ET)** (subject to any extensions in the Debtors' sole discretion, the "Talon/UH Bid Deadline") may participate as bidders at the Talon/UH Auction.

7. Any party that wishes to take part in this process and submit a bid for any Purchased Asset must submit their competing bid prior to the applicable bid deadline and in accordance with the Bidding Procedures.

8. The Sale Hearing to consider approval of the sale of the Long-Term Care Division free and clear of all liens, claims, and encumbrances will be held before the Honorable Peter J. Walsh, United States Bankruptcy Judge, 824 North Market Street, 6th Floor, Wilmington, Delaware 19801, Courtroom #2 on **December 19, 2013, at 11:00 a.m. (ET)**. The Sale Hearing to consider approval of the sale of the Talon and/or Union Hospital Divisions free and clear of all liens, claims, and encumbrances will be held before the Honorable Peter J. Walsh, United States Bankruptcy Judge, 824 North Market Street, 6th Floor, Wilmington, Delaware 19801, Courtroom #2 on **February 3, 2014, at 11:30 a.m. (ET)**. The Sale Hearings may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in the agenda for the Sale Hearing or in open court on the date scheduled for the Sale Hearing.

9. Objections, if any, to the sale of the Long-Term Care Division, or the sale relief requested in the Motion (other than with respect to cure amounts and adequate assurance which are subject to a separate notice) must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the clerk of the United States Bankruptcy Court for the District of Delaware, Third Floor, 824 Market Street, Wilmington, Delaware 19801, on or before **4:00 p.m. (ET) on December 12, 2013** and (d) be served, so as to be received no later than 4:00 p.m. (ET) on the same day, 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").

10. Objections, if any, to the sale of the Talon and/or Union Hospital Division, (other than with respect to cure amounts and adequate assurance which are subject to a separate notice) must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the clerk of the United States Bankruptcy Court for the District of Delaware, Third Floor, 824 Market Street, Wilmington, Delaware 19801, on or before **4:00 p.m. (ET) on January 27, 2014** and (d) be served, so as to be received no later than 4:00 p.m. (ET) on the same day, upon the Objection Notice Parties.

11. **All objections must state with specificity the nature of such objection and will be heard by the Court at the applicable Sale Hearing. UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER HEARING AND NOTICE.**

12. This Notice and the Sale Hearings are subject to the fuller terms and conditions of the Bidding Procedures Order and the Bidding Procedures, which shall control in the event of any conflict. The Debtors encourage parties-in-interest to review such documents in their entirety. Parties interested in receiving more information regarding the sale of the Purchased Assets or to obtain a copy of any related document, subject to any necessary confidentiality agreement, may make a written request to proposed investment bankers to the Debtors: Duff & Phelps Securities, LLC, 10100 Santa Monica Blvd, Suite 1100, Los Angeles, CA 90067 (Attn: Mark Catania). In addition, copies of the Motion, the Bidding Procedures Order and this Notice can be found 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.

Dated: November 20, 2013

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Robert J. Dehney (No. 3578)
Derek C. Abbott (No. 3376)
Andrew R. Remming (No. 5120)
Erin R. Fay (No. 5268)
1201 N. Market Street
PO Box 1347
Wilmington, DE 19899-1347
Telephone: 302-658-9200
Facsimile: 302-658-3989

Proposed Counsel to Debtors and Debtors in Possession

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

EXHIBIT 2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----x Chapter 11
In re : 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)**
-----x

**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

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 BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION (INCLUDING APPROVING THE ASSUMPTION, ASSIGNMENT AND/OR TRANSFER 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 6, 2013
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Robert J. Dehney (No. 3578)
Derek C. Abbott (No. 3376)
Erin R. Fay (No. 5268)
1201 N. Market Street
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

*Co-Counsel to Debtors
and Debtors in Possession*

EXHIBIT 3



33654392002862

NAME
STREET ADDRESS
CITY, STATE ZIP

Exhibit A

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

Counterparty	Debtor Entity	Type of Agreement	Description	Cure Amount
I NAME STREET ADDRESS CITY, STATE ZIP	XXXXX	TYPE		\$X XX
Total Cure Amount for Counterparty:				\$X.XX

EXHIBIT A

